

## City of Blue Ridge

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

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
January 8, 2019 at 6:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Nathan Fitts, Kenneth Gaddis and  
Harold Herndon  
City Clerk Kelsey Ledford  
Zoning, Land Development and  
Project Manager Jeff Stewart

Absent: Council Member Rhonda Haight  
And 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 Kenneth Gaddis offered a word of prayer followed by the Pledge of Allegiance.
- 3) Approval of Minutes from Previous Meeting:
  - a) Council Member Nathan Fitts made a motion to approved the December 4, 2018 Emergency Meeting Minutes. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.
  - b) Council Member Nathan Fitts made a motion to approve the December 4, 2018 Workshop Meeting Minutes. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 4-0. Motion carried.
  - c) Council Member Nathan Fitts made a motion to approve the December 11, 2018 Council Meeting Minutes. The motion was seconded by Council Member Robbie Cornelius. 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 approve the agenda as presented. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

## City of Blue Ridge

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5) Downtown Development Authority Board Member Oaths of Office:

Mayor Donna Whitener administered the Oath of Office (attached) to the newly appointed Downtown Development Authority Board Members. The board members are Council Member Nathan Fitts, Jay Hamilton, Gene Holcomb, Jeff DePaola, Michelle Moran, Nichole Potzauf and Cesar Martinez.

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

6) Cesar Martinez—Blue Ridge Business Association:

President of the Blue Ridge Business Association, Cesar Martinez commented on the upcoming Fire & Ice event as well as parking.

7) Gene Holcombe—Garbage Collection:

Gene Holcombe, owner of the Blue Ridge Inn and the Brewery, was present to address his concerns with the garbage collection for downtown businesses.

8) Kathy Cox Brakefield—Short-Term Rentals:

Kathy Cox Brakefield, a property owner, spoke in favor of the proposed short-term rentals.

9)

10)

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

11) Way Finding Signs—Cindy Trimble:

Cindy Trimble presented way finding signage (attached) that her and a team are proposing that the City use to welcome and direct visitors. The Council agreed to proceed with asking the team to present the price of each sign at the next Council meeting. Council Member Nathan Fitts made a motion to table the topic until the next Council meeting. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

12) Appointment of Tree City USA Board Members:

Mayor Donna Whitener nominated the following individuals to serve on the new Tree City USA Board: Fran Stoecker, Kathleen Holt, Charlotte Dickinson, Jim Yacavone and Kim Keenan. Council Member Robbie Cornelius made a motion to appoint the proposed members. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

13) Tree City USA Ordinance (First Reading):

Mayor Donna Whitener presented the Tree City USA Ordinance (attached) by reading the first paragraph of the proposed ordinance.

14) TEA-21 Resolution:

Mayor Donna Whitener gave a brief description of the upcoming TEA project on West Main Street and then read the TEA-21 Resolution (attached). Council Member Nathan Fitts made a

## City of Blue Ridge

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motion to approve the resolution. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

15) Hill Street Right-of-Way Abandonment:

Mayor Donna Whitener read the Hill Street Right-of-Way Abandonment Resolution (attached). Council Member Nathan Fitts made a motion to approve the resolution. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 4-0. Motion carried.

**Purchasing Approvals:**

16) Carter & Sloope Master Engineering Services Agreement:

Council Member Kenneth Gaddis made a motion to approve the Carter & Sloope Master Engineering Services Agreement (attached). The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

17) Carter & Sloope Task Release No. 16.03 (Hwy 5 Water Line Relocation):

Council Member Nathan Fitts made a motion to approve Carter & Sloope Task Release No. 16.03 in the amount of \$147,750 (attached). The motion was seconded by Council Member Kenneth Gaddis. The Council voted 4-0. Motion carried.

18) Carter & Sloope Task Release No. 20.02 (Hwy 515 Water Line Extension):

Council Member Kenneth Gaddis made a motion to approve Carter & Sloope Task Release No. 20.02 in the amount of \$3,750 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

19) Smith & Loveless Quote No. Ky-2018-12-17-2 (CVS Lift Station):

Council Member Nathan Fitts made a motion to approve the quote from Smith & Loveless in the amount of \$ 6,934.42 (attached). The motion was seconded by Council Member Kenneth Gaddis. The Council voted 4-0. Motion carried.

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

20) Short-Term Rentals Ordinance:

Mayor Donna Whitener announced that she would like to the Council to hear the first reading of the Short-Term Rentals Ordinance at the next Council Meeting. Council Member Kenneth Gaddis, Council Member Nathan Fitts, and Council Member Robbie Cornelius gave their thoughts on the proposed ordinance as well as members of the public Glenda Herndon and Jeff DaPola, who spoke in opposition of the ordinance.

21) Executive Session (if needed):

An executive session was not necessary.

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22) Adjournment:

Council Member Nathan Fitts 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



City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

(706) 632 - 2094

**DOWNTOWN DEVELOPMENT AUTHORITY**  
**OF THE CITY OF BLUE RIDGE, GEORGIA**

Oath of Office

State of Georgia

Fannin County

I, John Hamilton do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Georgia, that I am a person qualified to serve as a director as defined in O.C.G.A. § 36-42-7, that I shall abide by all laws relating to conflict of interests and that I will faithfully perform the duties of the office of a director of the Downtown Development Authority for the City of Blue Ridge, Georgia, according to the best of my ability, so help me God.

  
Signature of Director

Subscribed and sworn before me,  
this 8 day of January, 2019.

  
Notary Public

City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

(706) 632 - 2094

**DOWNTOWN DEVELOPMENT AUTHORITY**  
**OF THE CITY OF BLUE RIDGE, GEORGIA**

Oath of Office

State of Georgia

Fannin County

I, Nichole Potzauf do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Georgia, that I am a person qualified to serve as a director as defined in O.C.G.A. § 36-42-7, that I shall abide by all laws relating to conflict of interests and that I will faithfully perform the duties of the office of a director of the Downtown Development Authority for the City of Blue Ridge, Georgia, according to the best of my ability, so help me God.

  
Signature of Director

Subscribed and sworn before me,  
this 8 day of January, 2019.

  
Notary Public

City of Blue Ridge

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Blue Ridge, Georgia 30513

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**DOWNTOWN DEVELOPMENT AUTHORITY**  
**OF THE CITY OF BLUE RIDGE, GEORGIA**

Oath of Office

State of Georgia

Fannin County

I, Gene Holcombe do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Georgia, that I am a person qualified to serve as a director as defined in O.C.G.A. § 36-42-7, that I shall abide by all laws relating to conflict of interests and that I will faithfully perform the duties of the office of a director of the Downtown Development Authority for the City of Blue Ridge, Georgia, according to the best of my ability, so help me God.



Gene Holcombe

Signature of Director

Subscribed and sworn before me,  
this 8 day of January, 2019.

Kelany Reed  
Notary Public

City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

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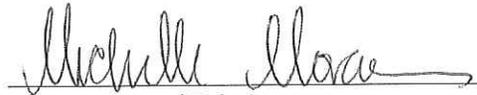
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**OF THE CITY OF BLUE RIDGE, GEORGIA**

Oath of Office

State of Georgia

Fannin County

I, Michelle Moran do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Georgia, that I am a person qualified to serve as a director as defined in O.C.G.A. § 36-42-7, that I shall abide by all laws relating to conflict of interests and that I will faithfully perform the duties of the office of a director of the Downtown Development Authority for the City of Blue Ridge, Georgia, according to the best of my ability, so help me God.

  
Signature of Director

Subscribed and sworn before me,  
this 8 day of January, 2019.

  
Notary Public

# City of Blue Ridge

480 West First Street

Blue Ridge, Georgia 30513

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## DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BLUE RIDGE, GEORGIA

### Oath of Office

State of Georgia

Fannin County

I, Cesar Martinez do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Georgia, that I am a person qualified to serve as a director as defined in O.C.G.A. § 36-42-7, that I shall abide by all laws relating to conflict of interests and that I will faithfully perform the duties of the office of a director of the Downtown Development Authority for the City of Blue Ridge, Georgia, according to the best of my ability, so help me God.



Signature of Director

Subscribed and sworn before me,  
this 8 day of January, 2019.



Notary Public

# City of Blue Ridge

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## DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BLUE RIDGE, GEORGIA

### Oath of Office

State of Georgia

Fannin County

I, Jeff Depaola do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Georgia, that I am a person qualified to serve as a director as defined in O.C.G.A. § 36-42-7, that I shall abide by all laws relating to conflict of interests and that I will faithfully perform the duties of the office of a director of the Downtown Development Authority for the City of Blue Ridge, Georgia, according to the best of my ability, so help me God.

  
  
Signature of Director

Subscribed and sworn before me,  
this 8 day of January, 2019.

  
Notary Public

City of Blue Ridge

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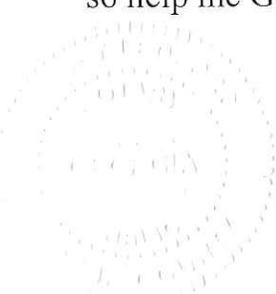
**DOWNTOWN DEVELOPMENT AUTHORITY**  
**OF THE CITY OF BLUE RIDGE, GEORGIA**

Oath of Office

State of Georgia

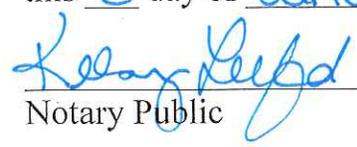
Fannin County

I, Nathan Fitts do solemnly swear (or affirm) that I will support the Constitution of the United States, the Constitution of the State of Georgia, that I am a person qualified to serve as a director as defined in O.C.G.A. § 36-42-7, that I shall abide by all laws relating to conflict of interests and that I will faithfully perform the duties of the office of a director of the Downtown Development Authority for the City of Blue Ridge, Georgia, according to the best of my ability, so help me God.



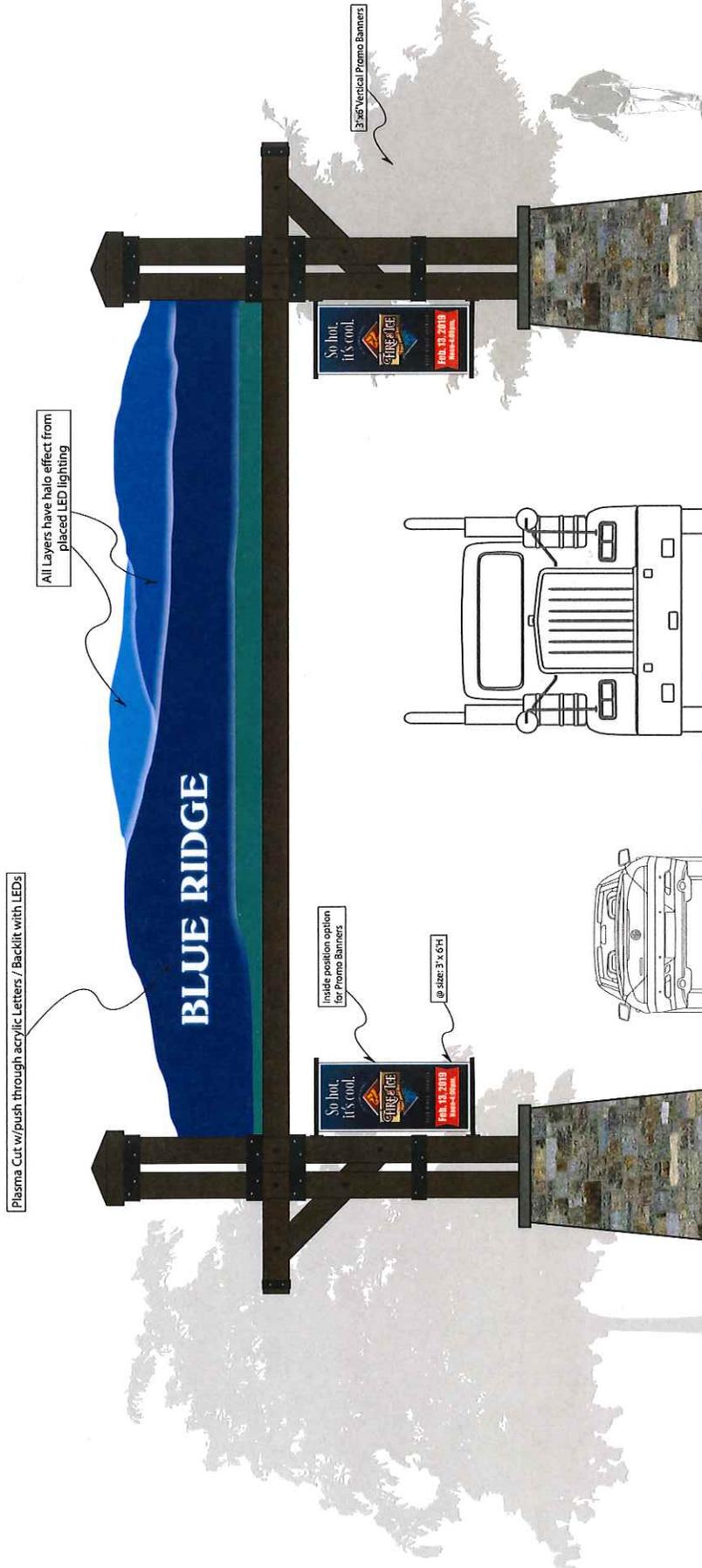
  
\_\_\_\_\_  
Signature of Director

Subscribed and sworn before me,  
this 8 day of January, 2019.

  
\_\_\_\_\_  
Notary Public

# ARCHWAY CONCEPT A

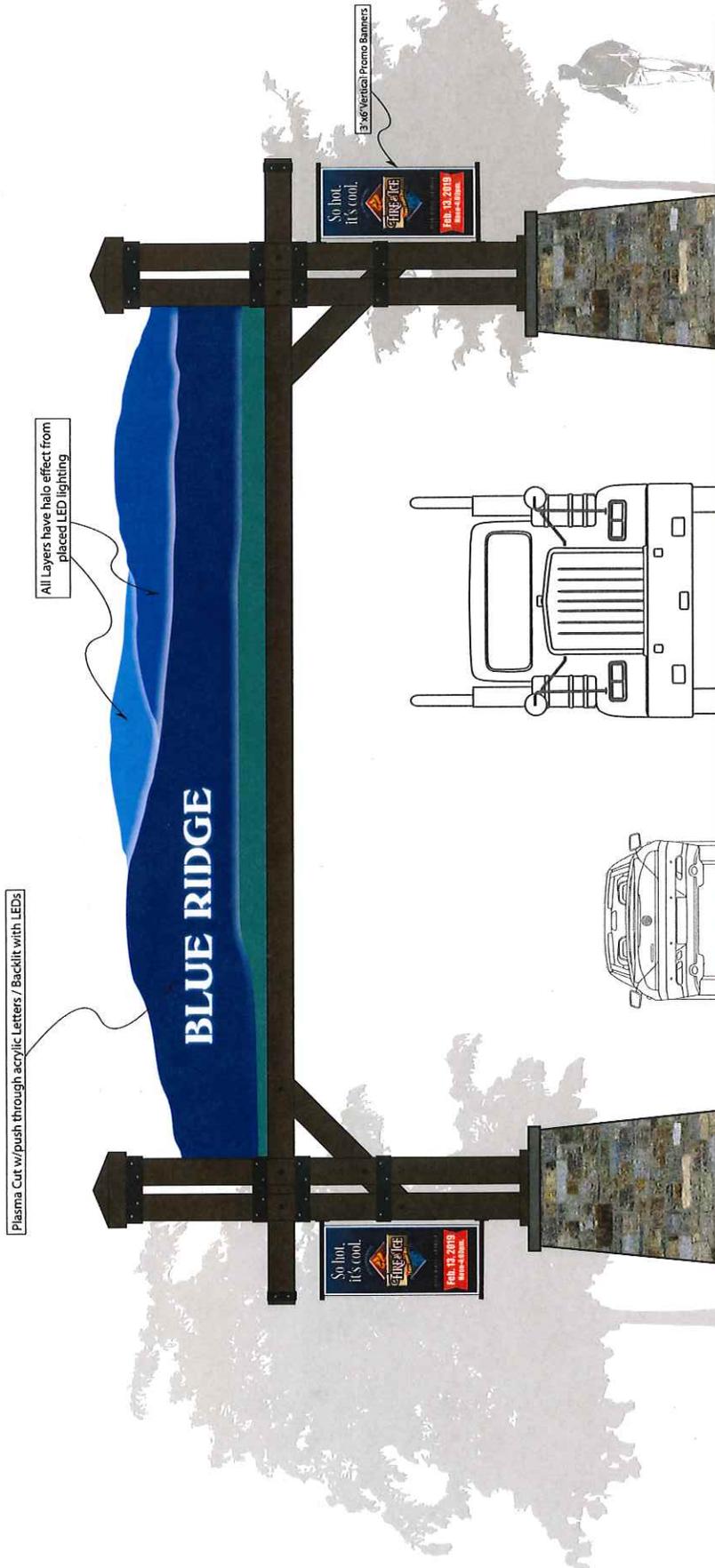
D/F Gateway Sign



DATE: 11-15-18	Client Approval:	Notes:
SCALE: 1/4"=1'	<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> REVISIONS - REUSE AND REQUIRED	This drawing remains the property of Gary Gooby. Any unauthorized use or production is prohibited. All rights reserved.
Drawn By: Gary Gooby	PROJECT: Blue Ridge Downtown Initiative	
File Name: Blue Ridge Archway Concept A		
H: Blue Ridge Projects		

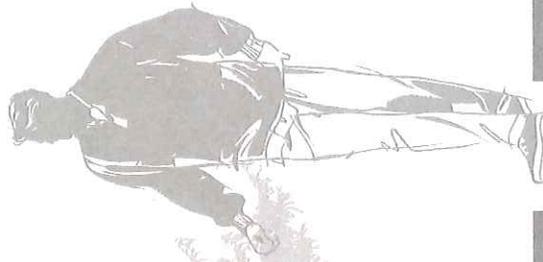
# ARCHWAY CONCEPT B

D/F Gateway Sign



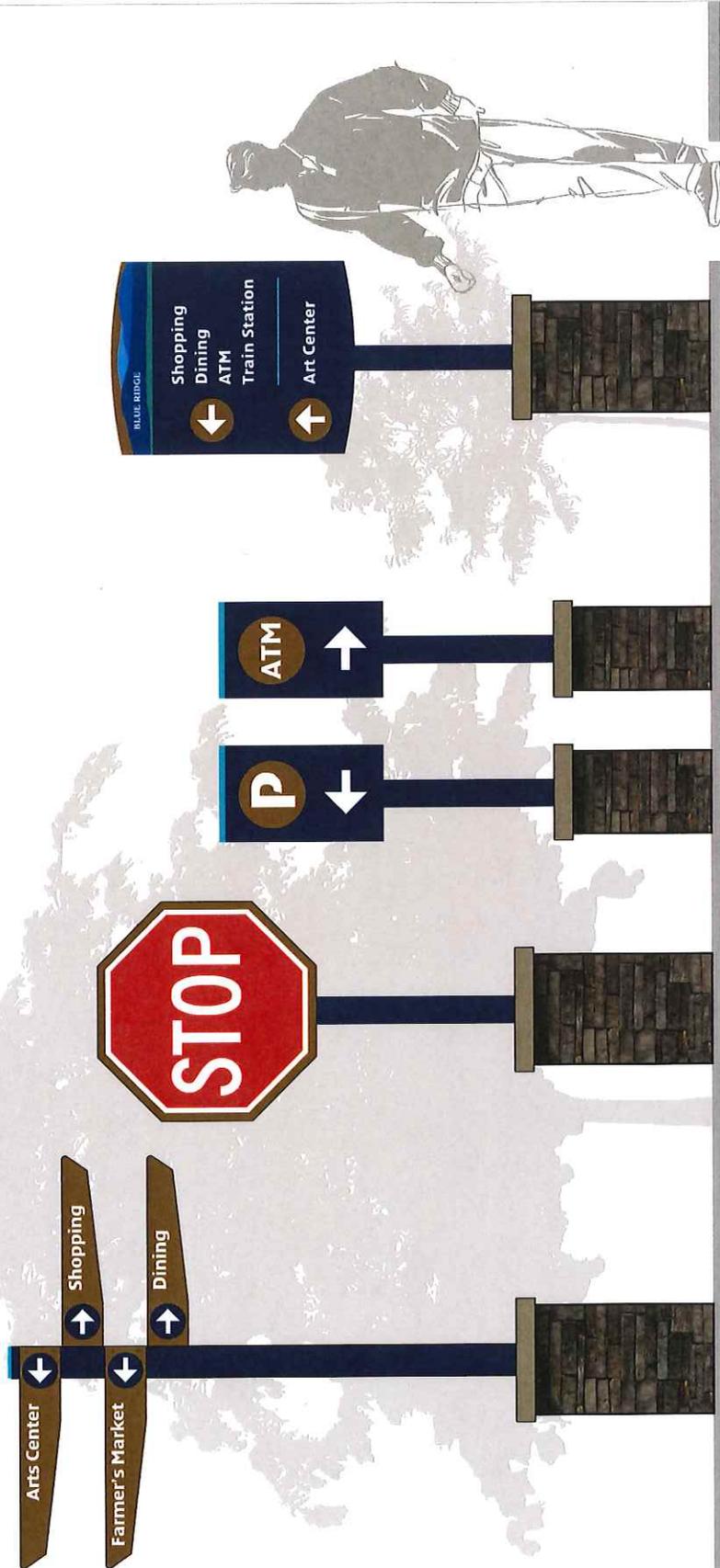
DATE: 11-15-18	Client Approval:	Notes:
SCALE: 1/4"=1'	<input type="checkbox"/> APPROVED	This drawing remains the property of Gary Gooby. Any unauthorized use or reproduction is prohibited. All rights reserved.
Drawn By: Gary Gooby	<input type="checkbox"/> APPROVED AS NOTED	
PROJECT: Blue Ridge Downtown Initiative	<input type="checkbox"/> UNAPPROVED - REVISE AND RESUBMIT	
FILE NAME: Blue Ridge Archway Concept B	H: Blue Ridge Projects	

# CONCEPTUAL SIGNAGE 'A'



DATE 1-25-18	BUILDER Stanger	File Name: <b>Blue Ridge Signage Conceptuals - rev3</b>	Notes: <b>Page 1</b>
W/O #	Supervisor:	Client Approval: <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> DISAPPROVED - REVISE <input type="checkbox"/> AND RE-SUBMIT	This drawing remains the property of Gary Cobby Any unauthorized reproduction is prohibited.
SCALE 3/4"=1'	PROJECT Downtown Initiative		
Drawn By: Gary Cobby			

# CONCEPTUAL SIGNAGE 'B'



DATE: 11-29-18	BUILDER:	File Name:	Note:
W/O #	Subproject:	Blue Ridge Signage Conceptuals - rev3	Page 2
SCALE: 3/4"=1'	PROJECT: Blue Ridge Downtown Initiative	Client Approval:	This drawing remains the property of Gary Godby Any unauthorized use or reproduction is prohibited.
Drawn By: Gary Godby		<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT REVIEWED	

# CONCEPTUAL SIGNAGE 'C'



DATE 11-25-18	BUILDER:	FILE NAME:	Notes:
WFO #	Siteperson:	<b>Blue Ridge Signage Conceptuals - rev3</b>	<b>Page 3</b>
SCALE: 3/4"=1'	PROJECT: Blue Ridge Downtown Initiative	Client Approval:	This drawing remains the property of Gary Godby Any unauthorized use or reproduction is prohibited.
Drawn By: Gary Godby		<input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> APPROVED - REVISE AND RE-SUBMIT	

FIRST READING January 8, 2019

ADVERTISED \_\_\_\_\_

PUBLIC HEARING \_\_\_\_\_

PASSED \_\_\_\_\_

AN ORDINANCE NO. BR2019-03

1 **AN ORDINANCE ESTABLISHING THE REGULATION OF THE**  
2 **PLANTING, REMOVAL AND MANAGEMENT OF TREES ON PUBLIC**  
3 **PROPERTY AND RIGHTS OF WAY IN THE CITY; TO ESTABLISH**  
4 **CERTAIN STANDARDS; TO CREATE A CITY TREE BOARD; TO**  
5 **PROVIDE FOR ENFORCEMENT; TO ESTABLISH PENALTIES; TO**  
6 **ALLOW FOR APPEALS AND FOR OTHER PURPOSES: :**

7  
8 **PURPOSE:** the purpose of this ordinance to provide for the protection,  
9 management, removal and replacement of trees on public property and public  
10 rights- of-way.

11 **WHEREAS,** the health, safety and general welfare of the public and the  
12 conservation and protection of the natural resources of the City and their values  
13 necessitate the implementation of regulations to guide the planting, maintenance  
14 and removal of trees on public property and rights-of-way within the City and

15 **WHEREAS,** community forests function to the benefit of the local citizenry  
16 as a part of the public infrastructure as much as streets, utilities, storm water  
17 management structures, and sewers, and integrated forest canopies reduce the costs  
18 of maintenance of other co-located parts of infrastructure and

19           **WHEREAS**, well-managed forest resources increase in value and provide  
20 benefits to all the citizens of the community with respect to air quality, water  
21 quality, storm water management, temperature amelioration, community aesthetics  
22 and general quality of life and, healthy community forests increase local  
23 commercial and residential property values and

24           **WHEREAS**, these benefits are crucial to the long-term health, benefit,  
25 welfare, and safety of the citizens of the City of Blue Ridge, Georgia and

26           **WHEREAS**, this tree protection law is one part of a dedicated and  
27 integrated planning process dealing with land use, impacts of impervious surface,  
28 hydrology and water quality, air quality, soil erosion, transportation, noise  
29 abatement, and wildlife habitat and

30           **WHEREAS**, the City Council finds that it is in the best interest of the public  
31 to provide standards and requirements for the conservation, protection and  
32 replacement of trees on public property for the purpose of making this City a more  
33 attractive and healthier living environment;

34           **NOW, THEREFORE**, be it ordained by the City Council the Code of  
35 Ordinances be amended to add this Article " Care, Placement and Protection of  
36 Trees on Public Property and City Rights-of -Way" as follows:

37 **SECTION 1**  
38 **DEFINITIONS**  
39

40 *Administrator:* The acting City Arborist or other employee of the City of  
41 Blue Ridge who is responsible for the administration of the provisions of this  
42 ordinance.

43 *Critical Root Zone:* That area of tree roots around the tree measured to be no  
44 less than 1.5 ft. in radius for every inch of trunk diameter measured 4 ft. above the  
45 ground.

46 *Street Trees:* Street trees are herein defined as trees, shrubs, bushes, and all  
47 other woody vegetation on land lying between property lines on either side of all  
48 streets, avenues, or rights- of-way within the City or lying within all rights-of-way  
49 of all streets, avenues, or ways within the City.

50 *Topping:* Topping is defined as the severe cutting back of tree limbs to stubs larger  
51 than three (3) inches in diameter within the tree's crown to such a degree so as to  
52 remove the normal canopy and disfigure the tree.

53 *Park and Public Trees and Landscape:* Park and Public trees are herein defined as  
54 trees, shrubs, bushes and all other vegetation in public parks and on public property  
55 at public facilities, and all area owned by the city, or to which the public has free  
56 access.

57  
58  
59

60 **SECTION 2**  
61 **PUBLIC TREE PROTECTION AND CARE**  
62

63 1. Except as hereinafter provided, no person except a public utility shall cut,  
64 prune, injure or remove any living tree on or in a public highway, right-of-way,  
65 neutral ground, public park, public place, triangle, sidewalk, or other public  
66 property; or cut or disturb or interfere in any way with the roots of any tree on  
67 public property; or spray with any chemical insecticide or herbicide or other oils or  
68 whitewash any tree on public property; or place any wire, rope, sign, poster,  
69 barricade, or other fixture on a tree or tree guard on public property; or injure,  
70 misuse or remove any device placed to protect any such tree;

71 (a) No person shall pile building material or other material, about any  
72 tree, plant or shrub in a street in any manner that will in any way injure such  
73 tree, plant or shrub.

74 (b) No person shall pave or place gravel, soil or other such material  
75 within twelve (12) ft. of any tree on public property, unless approved by the  
76 city administrator.

77 (c) No person shall dump, pour or spill any oil, herbicide , insecticide or  
78 other deleterious matter upon any tree or tree space in any street or within  
79 the critical root zone of any tree, or keep or maintain upon any street, any  
80 receptacle from which oil or herbicide , pesticide or other deleterious

81 matter leaks or drips, or said material onto any parking or concrete gutter  
82 so as to injure any tree on any public property.

83 (d) No person shall use the rights-of-way, parks, sidewalks, or public  
84 places to dump grass clippings, tree trimmings, rocks or refuse of any nature.

85 (e) No person shall decorate a public tree or place advertising matter,  
86 posters or political placards on trees or in public properties.

87 **SECTION 3**  
88 **NOTIFICATION AND PENALTIES**  
89

90 (a) Any person who shall injure, damage or destroy any public tree  
91 situated upon the public right-of-way of any street, alley, sidewalk, park or other  
92 public property within the city shall promptly notify the City Administrator of such  
93 fact and shall, within such reasonable time as specified by the City Administrator,  
94 repair or replace the same to the satisfaction of the City Administrator.

95 (b) Should the person fail or refuse to repair or replace the damaged or  
96 destroyed trees or plants within such reasonable time, the City Administrator  
97 shall do or cause to be done the necessary repairing or replacement, and the  
98 costs of this work shall be recovered from the person responsible for the  
99 damage or destruction by, a proper action of law. In any such action, "The Guide  
100 for Establishing Values of Trees and Other .Plants," published by the Council of  
101 Trees and Landscape Appraisers, current edition, shall form the basis for  
102 establishing any monetary damages due for damage or destruction to the tree. In

103 addition, the City may recover for any other damages or losses to which it is  
104 entitled by law.

105 **SECTION 4**  
106 **CITY REQUIREMENTS**  
107

108 The City shall have the right to plant, prune, maintain and remove trees,  
109 plants and shrubs within the rights-of-way of all streets, parks, squares, and public  
110 grounds, as may be necessary to insure public safety or to preserve or enhance the  
111 symmetry and beauty of such public grounds. All tree work taking place on public  
112 property being conducted by contractors, sub-contractors, or city employees will  
113 conform to International Society of Arboriculture and ANSI 300 and Z-133  
114 arboricultural standards for tree work.

115 Additionally:

116 It shall be unlawful as a normal practice for any person, firm, or government  
117 entity/department to top any street tree, park tree, or other tree on public property.  
118 Trees severely damaged by storms or other causes, or certain trees under utility  
119 wires or other obstructions where other pruning practices are impractical may be  
120 exempted from this provision of this ordinance by receipt of written notification  
121 from the Administrator for each instance allowing such actions.

122 It shall be unlawful for any entity, utility, citizen, tree care company or  
123 government to trench, cut, grade, clear, or fill within the critical root zone of any  
124 public tree without the expressed written consent of the Administrator.

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**SECTION 5**  
**DUTIES OF THE ADMINISTRATOR**

It shall be the expressed duty of the Administrator, when necessary, to issue permits, inspect tree work, require certain tree work to be performed, and enforce provisions of this ordinance.

**SECTION 6**  
**PRIVATE LANDOWNER RESPONSIBILITIES AND RIGHTS**

Every owner of any tree overhanging any street or right of way within the city shall prune the branches so that such branches shall not substantially obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) ft. above street surface or eight (8) ft. above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with visibility of any traffic control device or sign or line of sight.

Nothing in this ordinance is intended to prohibit the planting of street trees by adjacent property owners providing that the selection and location and planting of said trees is in accordance with specifications of this ordinance and with prior approval of the Administrator.

150 **SECTION 7**  
151 **CREATION AND ESTABLISHMENT OF A CITY TREE BOARD**  
152

153 There is hereby created and established a City of Blue Ridge Tree Board  
154 which shall consist of five (5) members, residents of Fannin County, who shall be  
155 appointed by the Mayor and Council. The term of the board members to be  
156 appointed by the Mayor and Council shall be two (2) years. In the event that a  
157 vacancy shall occur during the term of any member, his or her successor shall be  
158 appointed for the unexpired portion of the term. Members of the board shall serve  
159 without compensation.

160 **A. Tree Board Duties and Responsibilities**

161 It shall be the responsibility of the Board to study and develop and update  
162 annually, specifications for the care, conservation, pruning, planting, and  
163 replanting of publicly owned trees and shrubs in parks, along streets, and in other  
164 public areas. Such information and reports will be presented annually to the City  
165 Council. The Board, when requested by the City Council, shall consider,  
166 investigate, make findings, and make recommendations upon any special matter or  
167 question coming within the scope of its work.

168 The Board shall choose its own officers, make its own rules of procedure,  
169 and keep minutes of its proceedings. A majority of the members shall be a quorum  
170 for the transaction of business.

171

172 **B. Development of Arboricultural Specifications**

173 The City Tree Board shall develop and maintain arboricultural specifications  
174 for tree care and replacement as follows:

175 1. A list of desirable trees for planting along streets in three size classes  
176 based on mature height: small (under 20 ft.), medium (20 to 40 ft.), and large  
177 (more than 40 ft.). The Tree Board will also create lists of trees not suitable  
178 for planting.

179 2. The distance trees may be planted from curbs or curb lines and  
180 sidewalks will be in accordance with the three (3) species size classes listed  
181 in the arboricultural specifications. No trees may be planted closer to any  
182 curb or sidewalk than the following: small trees, two (2) ft.; medium trees,  
183 four (4) ft.; and large trees, six (6) ft.

184 3. No street tree shall be planted within thirty-five (35) ft. of any street  
185 corner, except on city property measured from the point of nearest  
186 intersecting curbs or curb lines. No street tree shall be planted within ten  
187 (10) ft. of any fire hydrant.

188 4. No tree, other than those particularly designated for planting under  
189 overhead lines by the Tree Board, shall be planted under or within ten (10)  
190 ft. of a line drawn vertically below any overhead utility wire or any recorded  
191 utility right-of-way of a greater width. Trees planted within twenty (20) ft.

192 must be of a small species listed in the arboricultural specifications  
193 developed by the Tree Board.

194 5. The City Tree Board must review a utility tree trimming policy prior  
195 to any trimming by the utility company to assure current arboricultural  
196 specifications are followed.

197 6. All stumps of street and park trees shall be removed below the surface  
198 of the ground so that the top of the stump shall not project above the surface  
199 of the ground where necessary to provide for public safety.

200 **C. Public Education:**

201 It shall be the responsibility of the Tree Board to undertake a public Arbor  
202 Day planting activity and develop and/or secure and distribute tree care and tree  
203 benefit information as part of a city wide educational program.

204 **SECTION 8**  
205 **PERMIT AND BOND**  
206

207 It shall be unlawful for any person or firm to engage in the business or  
208 occupation of pruning, treating, or removing street or park trees or tree within a  
209 public right-of-way within the city without first applying for and procuring a  
210 permit. No permit shall be required for electric utilities and their agents and  
211 contractors or city employee doing such work in the pursuit of their public service  
212 endeavors.

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214 Before any permit shall be issued for any tree work on public property, each  
215 applicant shall first file evidence of possession of liability insurance in the  
216 minimum amounts of \$300,000 for bodily injury and \$100,000 for property  
217 damage indemnifying the city, or any person injured or damaged resulting from the  
218 pursuit of such endeavors, as herein described.

219 **SECTION 9**  
220 **PENALTIES FOR VIOLATIONS**  
221

222 Any person violating any provision of this ordinance shall be, upon  
223 conviction or a plea of guilty, subject to a fine not to exceed \$1,000.00 plus  
224 restitution for damages to public trees and property.

225 **SECTION 10**  
226 **EMERGENCY ACTION**  
227

228 It may become necessary, from time to time for emergency crews to prune  
229 or remove trees to provide for public safety or restore phone or electrical service.  
230 Such an action may be conducted by government, emergency or utility crews  
231 without permit so as to allow immediate action to prevent damage or collect a  
232 condition which may pose a hazard to life or property. The Administrator shall be  
233 notified of any such action within 24 hours of the action being initiated, by the  
234 entity taking such action, for each instance of action.

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**SECTION 11**  
**INDEMNIFICATION**

Nothing contained in this ordinance shall be deemed to impose any liability upon the City of Blue Ridge, its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub or plant upon any street tree area on his property or under his control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any public property or right of way or public place within the city.

**SECTION 12**  
**APPEALS**

Any action of the Administrator may be appealed to and heard by the City Council. An appeal must be filed within ten (10) calendar days after the decision of the Administrator. The appeal shall be in writing and shall be filed with the City Clerk for placement on the City Council agenda. The appeal shall clearly specify the reasons for which a hearing is requested. After a hearing, the City Council shall render its decision, which shall be final.

**SECTION 13**  
**SEVERABILITY**

Should any part or provision of this ordinance be declared by a court of the competent jurisdiction to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof other than part held to be invalid.

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**SECTION 14**  
**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 RESOLVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**BLUE RIDGE CITY COUNCIL**

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

Attest Ordinance Passed: \_\_\_\_\_

Attest:

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

**A RESOLUTION OF  
THE CITY OF BLUE RIDGE ISSUED  
PURSUANT TO ITS' CHARTER AND OTHER LAWS**

**PASSED: January 8, 2019**

**RESOLUTION NO. BR2019-01**

**AN ACTIVATING RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION (HEREINAFTER REFERRED TO AS "DEPARTMENT") TO CONTRACT FOR FUNDING UNDER THE TRANSPORTATION EQUITY ACT FOR THE 21<sup>ST</sup> CENTURY (HEREINAFTER REFERRED TO AS "TEA-21) AND FOR OTHER PURPOSES;**

WHEREAS, the Secretary of the United States Department of Transportation (hereinafter referred to as "US DOT") and the Commissioner of the DEPARTMENT are authorized to contract for Transportation Enhancement Projects; and

WHEREAS, the contract for financial assistance imposes certain duties upon the City of Blue Ridge, Georgia including but not limited to the provision of its local share of the project costs; and

WHEREAS, City of Blue Ridge, Georgia guarantees that it will comply with Title VI of the Civil Rights Act of 1964, all other pertinent directives and all US DOT requirements; and

WHEREAS, to complete the project, City of Blue Ridge, Georgia will use Disadvantaged Business Enterprises to the fullest extent possible and will

implement and administer procedures to ensure that minority businesses are competitive for contracts and purchase orders when procuring services including but not limited to construction contracts, supplies, equipment contracts or consultant contracts.

NOW THEREFORE LET IT BE RESOLVED AND ADOPTED;

**SECTION 1**

The Mayor is authorized to execute the contract on behalf of the City of Blue Ridge, Georgia with the DEPARTMENT for aid in financing construction, and all other activities incidental thereto, of Transportation Enhancement Activity pursuant to Public Law 105-178 (1998); and all other provisions as set forth in the contract with the DEPARTMENT.

**SECTION 2**

The Mayor or her designee is authorized to execute and file an assurance or any other document required by the US DOT and the DEPARTMENT certifying compliance with Title VI of the Civil Rights Act of 1964.

**SECTION 3**

The Mayor or her designee is authorized to furnish any and all additional information that may be required by US DOT or the DEPARTMENT in connection with the application for the Transportation Enhancement Activity project and budget.

**SECTION 4**

That is authorized to set forth and execute affirmative disadvantaged business policies in connection with the participation goal established by the Georgia Department of Transportation.

**SECTION 5**

The undersigned duly qualified and acting as the City Council of the City of Blue Ridge, Georgia certifies the following:

The City of Blue Ridge, Georgia has contributed to date the sum of \$95,448.60 towards preliminary engineering for this project.

The City of Blue Ridge, Georgia has identified sufficient resources to complete the Scope of Work for this project and make all payments not covered by the federal Transportation Enhancement Activity funding contribution.

The foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Blue Ridge City Council held on January 8, 2019.

**SECTION 6**  
**SEVERABILITY**

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution 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 Resolution not so held to be invalid, or the application of this Resolution 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 7.**  
**EFFECTIVE DATE**

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

SO RESOLVED, this 8 day of January, 2019.

**BLUE RIDGE CITY COUNCIL**

By: Don White

Mayor

Bobbi Cornelius

Councilperson

Ken Jett

Councilperson

Stacy Salas

Councilperson

Abuel Hene

Councilperson

Rhonda Haight not present

Councilperson



Attest: Kelsey Ledford  
Kelsey Ledford, City Clerk

**A RESOLUTION OF  
THE CITY OF BLUE RIDGE ISSUED  
PURSUANT TO ITS' CHARTER AND OTHER LAWS**

PASSED: January 8, 2019

RESOLUTION NO. BR 2019-02

**A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA, PURSUANT TO SECTION 6.32(b) OF IT'S CHARTER AND O.C.G.A § 36-7-1 ET SEQ. TO GRANT THE APPLICATION OF BLUE RIDGE INNOVATIONS' APPLICATION THAT THE CITY ABANDON A CERTAIN PARCEL OF REAL PROPERTY KNOWN AS AN UNOPENED PORTION OF HILL STREET AND MORE PARTICULARLY DESCRIBED HEREIN; TO AUTHORIZE THE MAYOR TO EXECUTE THE NECESSARY QUIT-CLAIM DEED IN A FORM ACCEPTABLE TO THE CITY ATTORNEY; AND FOR OTHER PURPOSES.**

WHEREAS, Blue Ridge Innovations ("Applicant") filed an appropriate application for abandonment of an unopened portion of Hill Street with the City of Blue Ridge, Georgia ("City") and proper noticed was made or waived by all adjacent property owners and no adjacent property owners having objected to this Resolution; and

WHEREAS, City is relying upon the representation and facts set forth in the Applicant's Affidavit on file with the City Clerk; and

WHEREAS, it appearing that a portion of a street and public way designated as Hill 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 and

removing same from the municipal system of roads for the City would be for the benefit of and in the best interest of the public;

NOW THEREFORE LET IT BE RESOLVED AND ADOPTED;

**SECTION I**

BE IT RESOLVED, that an unopened portion of said street and public way designated as a portion of Hill Street (as more particularly described within the attached Certificate of Abandonment which is adopted and approved as part of this Resolution), be abandoned as a public street and public way, and the attached certification of abandonment of an unopened portion of said street and public way designated as a portion of Hill Street, be, and the same is hereby adopted. Upon this Resolution becoming effective, the Mayor is authorized to execute the necessary quit-claim deed or deeds in a form acceptable to the City Attorney.

**SECTION 2.**  
**EFFECTIVE DATE**

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

SO RESOLVED, this 8 day of January, 2019.

**BLUE RIDGE CITY COUNCIL**

By: Don White  
Mayor

Attest: Kelsey Ledford  
Kelsey Ledford, City Clerk

**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 an unopened portion of Hill Street, and lying and being upon and adjacent to property owned by Blue Ridge Innovations, LLC, being more particularly shown, upon the recorded plat in Plat Book F4, Page 4, in the office of the Fannin County Superior Court Clerk, 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 petitioner, Blue Ridge Innovations, LLC is a property owner adjoining said unopened street; and

WHEREAS, any other adjacent property owner has purportedly already obtained a claim to the other half of Hill Street or the public way and/or does not object to the resolution or this Certificate; 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

WHEREAS, it appearing 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:

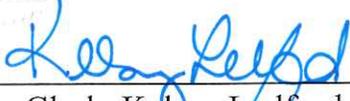
Said street and public way designated as a portion of Hill Street, as described by the above-referenced plat, is abandoned by the City of Blue Ridge, Georgia, and that this shall certify that said street and public way is no longer a part of the municipal street system of Blue Ridge, Georgia, and further that the rights of the public in and to said street have ceased.

This 8 day of January, 2018.



  
\_\_\_\_\_  
Mayor

Attest:

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

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**QUIT CLAIM DEED**

**GEORGIA, FANNIN COUNTY.**

**IN RE: A PORTION OF  
HILL STREET**

THIS INDENTURE, made the 8 day of January, 2019, between the **CITY OF BLUE RIDGE**, of the County of Fannin, and State of Georgia, as party of the first part, hereinafter called Grantor, and **BLUE RIDGE INNOVATIONS, LLC**, a Georgia limited liability company, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:** That Grantor for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents bargain, sell, remise, release and forever quit-claim to Grantee all the right, title, interest, claim or demand which Grantor has or may have had in and to the following described real property, to wit:

ALL that tract or parcel of land, lying and being in Land Lot 278, 8<sup>th</sup> District, 2<sup>nd</sup> Section of Fannin County, Georgia, and being that portion of the undeveloped city street known as Hill Street which adjoins the boundary of the property of the Grantee as shown on a plat of survey dated October 9, 2017, prepared by Hayes James, Bruce W. Hamilton, G.R.L.S. No. 2951, and recorded in Plat Book F4, Page 4, in the office of the Clerk of Superior Court of Fannin County, Georgia, which is incorporated herein and made a part hereof by reference, and being a portion of a city street abandoned by the City of Blue Ridge, Georgia, pursuant to O. C. G. A. § 32-7-1, et seq., at a regular meeting of the Blue Ridge City Council

on the 8 day of January, 201~~9~~, said portion being further described as follows: Beginning at an iron pin set located N 41 deg. 26' 38" W, a distance of 163.36 ft. from the centerline intersection of Hill Street and East First Street; thence from said point of beginning and running N 47 deg. 09' 16" W, a distance of 79.52 ft. to an iron pin set on the right of way margin of East Main Street; thence from said iron pin set and running S 57 deg. 32' 12" W, 23.37 ft.; thence S 45 deg. 57' 54" E, a distance of 82.70 ft. to an iron pin set; thence N 51 deg. 07' 38" E, a distance of 16.20 ft. to the point of beginning.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

**TO HAVE AND TO HOLD** the said described premises unto Grantee, so that neither the said Grantor, nor any other person claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

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

CITY OF BLUE RIDGE:

Signed, sealed and delivered this

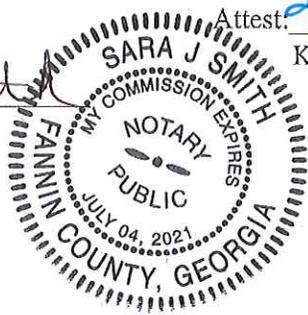
8 day of January  
~~2018~~, in the presence of:  
2019

By: Donna Whitener (SEAL)  
Mayor Donna Whitener

Jeff [Signature]  
Witness

Attest: Kelsey Ledford (SEAL)  
Kelsey Ledford, City Clerk

Sara J. Smith  
Notary Public  
My Commission Expires:



# MASTER AGREEMENT FOR ENGINEERING SERVICES

This Master Agreement for Engineering Services ("Agreement") dated this 8 day of January, 2019, sets forth the terms and conditions under which the **CITY OF BLUE RIDGE** (the "Owner") may from time to time engage and pay for the services of **CARTER & SLOOPE, INC.** (the "Engineer"), as provided herein. This Agreement shall be effective on the date above if signed by the Owner's authorized representative.

Under this Agreement, the Owner and the Engineer intend to execute one or more Task Release establishing a specific project, scope of work, services, deliverables or work product, time for performance, compensation and other terms and conditions as provided in such Task Release. The terms and conditions of this Agreement shall apply to each Task Release issued pursuant hereto. In the event of any conflict or inconsistency between this Agreement and any provisions, terms or conditions of a Task Release, the provisions, terms and conditions of this Agreement shall supersede, control and prevail over the conflicting or inconsistent provisions of the Task Release.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and agreements set forth herein and for other good and valuable consideration, the sufficiency of which is herein acknowledged, the Owner and the Engineer agree as follows:

## **SECTION 1** **REPRESENTATIONS AND WARRANTIES**

**1.1 Owner's Reliance.** In order to induce the Owner to execute this Agreement and any Task Release hereunder, and recognizing that the Owner is relying thereon, and without limiting or restricting any other representation or warranty set forth elsewhere in this Agreement, any Task Release or implied by law, the Engineer, by executing this Agreement, makes the following express representations and warranties to the Owner:

**1.2 Qualifications.** The Engineer represents and warrants that it is fully and professionally qualified to act as the engineer for the Owner and is licensed to practice engineering by all entities or bodies having jurisdiction in the state of Georgia. 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 full term of this Agreement or until final completion of any and all Work under any Task Release, whichever is later.

**1.3 Project Familiarity.** The Engineer represents and warrants that, prior to its signing of any Task Release, it will become familiar with the project site and the local conditions under which the Work identified in the Task Release is to be performed.

**1.4 Scope and Compliance.** The Engineer represents and warrants that it shall prepare all documents and things required by this Agreement or any Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for the purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations.

**1.5 Representations and Warranties Non-Exclusive.** Nothing contained in Section 1 shall in any manner whatsoever supersede, limit or restrict any other representation or warranty set forth elsewhere in this Agreement or in any Task Release.

## **SECTION 2** **DOCUMENTS INCORPORATED BY REFERENCE**

**2.1 Incorporated Documents.** This Agreement includes, and incorporates by reference, the following documents: (i) the Engineer's hourly rates and reimbursable expenses schedule for all services to be performed pursuant to any Task Release (other than for a lump sum Contract Price) issued under this Agreement as set forth in Exhibit "A;" , (ii) the Engineer's insurance coverages as set forth in Exhibit "B"and (iii) the Owner's Special Stipulations attached hereto as Exhibit "C."

## **SECTION 3** **THE WORK**

**3.1 Scope.** The scope of work (the "Work") to be performed by the Engineer under this Agreement shall be described in a Task Release issued as separate documents. The Work shall be based on the Owner-Supplied Information, if any, as set forth in the Task Release.

**3.2 Compliance with Agreement and Task Release.** The Work shall include all engineering services for the project in strict conformity with all requirements of this Agreement and the Task Release.

**3.3 Insurance.** The Work shall include the furnishing of insurance required by this Agreement.

**3.4 Labor and Supervision.** The Work shall include the provision or furnishing of all labor and supervision required to prosecute and complete the Work.

**SECTION 4**  
**TERM OF THIS AGREEMENT AND CONTRACT TIME**

**4.1 Term.** The term of this Agreement shall begin on the date on page one of this Agreement if signed by the Owner, and continue thereafter through thirty-six (36) months, subject to the terms of this Agreement for suspension or earlier termination.

**4.2 Contract Time.** The number of calendar days from the commencement date of the Engineer's Work under a Task Release through the date set for completion of the Engineer's Work under a Task Release shall constitute the "Contract Time" for such Task Release.

**4.3 Commencement.** The Engineer agrees to start performance of the Work under a Task Release promptly after the Owner signs the Task Release or as otherwise provided in the Task Release.

**4.4 Time Is of Essence.** All dates and limitations of time set forth in this Agreement, or in any Task Release, are of the essence.

**SECTION 5**  
**CONTRACT PRICE AND PAYMENTS**

**5.1 Contract Price.** The Engineer agrees to perform the Work under each Task Release for the Contract Price agreed to and set forth in the Task Release.

**5.2 Progress Payments.** On or before the fifth (5<sup>th</sup>) day of each month after commencement of the Work under a Task Release, the Engineer may submit a separate progress invoice ("Progress Invoice") for each Task Release to the Owner's Representative on such form as the Owner may require, for the period ending the last day of the previous month. The Owner shall not review, process, or consider for payment any invoice or billing unless such Progress Invoice is on such form as the Owner may require. Each Progress Invoice shall be in such form and manner, and with such supporting data and content, as the Owner may require. In each Progress Invoice the Engineer may request payment for that part of the Contract Price representing all Work actually performed and due in accordance with the requirements of this Agreement and the Task Release.

**5.2.1 Owner Review.** The Owner shall review the Progress Invoice and may also review the Work performed under each Task Release to determine whether the quantity and quality of the Work is as represented in the Progress Invoice and is as required by this Agreement and the Task Release. The Owner shall determine and approve the amount, in the opinion of the Owner, properly owing to the Engineer.

**5.2.2 Payment.** The Owner shall make partial payments on account of the Contract Price for each Task Release to the Engineer within thirty (30) days following receipt and approval of the Engineer's fully completed Progress Invoice and all supporting documentation. The amount of each partial payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the

Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

**5.3 Final Payment.** When all of the Work under a Task Release is finally complete, the Engineer shall notify the Owner in writing and submit an invoice for final payment ("Final Invoice").

**5.3.1 Final Inspection.** Upon receipt of written notice from the Engineer that the Work under a Task Release is finally complete and receipt of the Final Invoice, the Owner shall make final inspection of the Work. If the Work is complete in full accordance with this Agreement and the Task Release, and all conditions precedent to payment contained in Subsection 5.3. or elsewhere in this Agreement or the Task Release are satisfied, the Owner shall approve final payment to the Engineer and the Engineer shall be entitled to the remainder of the unpaid Contract Price, less such amounts, if any, otherwise owing by the Engineer to the Owner for which the Owner shall have the right to withhold as authorized by this Agreement or the Task Release.

**5.3.2 Time of Final Payment.** The Owner shall make final payment of all sums due the Engineer within thirty (30) days after the requirements of Subsections 5.3.1 are satisfied.

**5.4 Engineer's Affirmative Representations.** Each Progress Invoice and the Final Invoice shall be signed by the Engineer and shall constitute the Engineer's affirmative representation of the following: (i) the Work under the Task Release has progressed to the level for which payment is requested; (ii) the Work under the Task Release has been properly performed in full accordance with this Agreement and the Task Release; (iii) the Engineer knows of no reason, including, but not limited to, compliance with federal or state laws, why payment should not be made as requested.

**5.5 Hourly Rates and Reimbursable Expenses.** The Owner shall compensate the Engineer for completion of the Work under the Task Release for an hourly rate or reimbursable expenses Contract Price based on Exhibit "A" hereto.

## **SECTION 6**

### **ENGINEERING AND DESIGN RESPONSIBILITIES**

**6.1 Engineering and Design Services.** The Engineer shall be fully and completely responsible for all of the Work under each Task Release. The Engineer shall furnish all engineers, designers, drafters, and other personnel necessary to complete the Work under each Task Release. The Engineer shall perform all engineering and design services described in, contemplated by, inferable from, or necessary or desirable to perform the Work under each Task Release including, if applicable under a Task Release, the development and generation of all Design Documents necessary for a specific project to be properly constructed by the Owner or the Owner's other contractor(s) and used, operated and maintained by the Owner in accordance with all applicable federal or state laws, guidelines, requirements and standards. The Engineer

shall perform all engineering and design services required by any Task Release including all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services.

**6.1.1 Quality.** The Engineer shall be responsible for the professional quality, completeness, accuracy, and coordination of the Work under each Task Release. All Work performed by the Engineer under a Task Release shall meet all environmental, utility and other regulatory requirements.

**6.1.2 Applicable Standards and Codes.** In providing engineering and design services under any Task Release, the Engineer shall comply with the lawful requirements of all federal, state, and local authorities having jurisdiction over the Owner, the Engineer, the project and the project site. The Work performed by the Engineer under a Task Release shall meet all applicable requirements of building control laws and regulations in relation to the design, construction, occupation, and operation of the project including, but not limited to, environmental standards, utility standards, fire and safety regulations and requirements and compliance with all other applicable standards and codes.

**6.2 Georgia Licensed Professional.** The Engineer warrants that the all engineering and design services performed under this Agreement and each Task Release shall be supervised by a design professional duly licensed and registered to provide professional engineering services in the state of Georgia. The Engineer warrants that all engineering and design services under this Agreement and each Task Release shall be performed under a sound quality assurance and control program.

**6.3 Design Documents.** "Design Documents" means all the design documents developed or generated by or on behalf of the Engineer under this Agreement and each Task Release including, but not limited to, those for use in constructing any project by the Owner or the Owner's other contractor(s). Design Documents also include detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of the Engineer.

**6.4 Owner-Supplied Information.** For a Task Release, the Owner may provide the Engineer with the Owner's project criteria, design parameters, budget and any other project or design-related information for the Engineer's use in performing the Work under the Task Release, which is collectively referred to in this Agreement and each Task Release as "Owner-Supplied Information." The Engineer shall carefully review, study, examine, and analyze such Owner-Supplied Information and promptly advise the Owner if such Owner-Supplied Information is insufficient, inadequate, incomplete, defective or deficient, and, if so advised, the Owner and the Engineer shall work together to cure, correct and remedy any such insufficiency, inadequacy, incompleteness, defectiveness or deficiency.

**6.5 Owner's Review of the Work.** The Engineer shall furnish and provide all Work identified in a Task Release to the Owner for periodic review or approval as required by the Owner.

**6.5.1 Periodic Reviews.** The Engineer shall enable and assist the Owner to conduct periodic reviews of the Engineer's Work and Work Product under each Task Release. The number and frequency of the Owner's periodic reviews shall be established in each Task Release. The Owner, in its sole discretion, shall have the right to require more and additional periodic design reviews upon notice to the Engineer.

**6.5.2 Revisions.** The Owner may direct the Engineer to revise any of the Work performed under any Task Release in order to conform to the Owner's objectives or other requirements. Any such revisions directed by the Owner shall not relieve the Engineer of its obligations unless, and only to the extent that, the Engineer promptly notifies the Owner in writing of any adverse impact on schedules, budgets, operational costs, operational performance, quality, safety, satisfaction of regulatory requirements, or other adverse impact that may result from such revisions.

**6.6 Inspections and Testing by the Engineer.** All inspection and testing specified in the Task Release, or required by any law or code, shall be performed by the Engineer as part of the Work under each Task Release.

**6.7 Engineering Standard.** The Engineer warrants that all Work performed under this Agreement and each Task Release shall be performed with the same degree of care, skill and diligence as is ordinarily possessed and exercised by a professional under similar circumstances.

**6.8 Ownership of Work Product.** The reports, recommendations, specifications, drawings, technical data, sketches and all other information developed by the Engineer or its subconsultants in connection with its performance under this Agreement or any Task Release (the "Work Product") shall be the property of the Owner. In entering into this Agreement and any Task Release, the Engineer transfers to the Owner all right, title, and interest, including the copyright, in and to the Work Product. This provision shall not act to transfer rights of owners of standard software or specification packages for which copyright is retained by the developer. All original technical data, evaluations, reports and other work product of the Engineer shall be delivered to Owner as a condition precedent to payment of the Final Invoice. The Engineer may retain one (1) copy of all Work Product for its permanent file.

**6.9 Works for Hire.** All Work Product originally prepared by the Engineer, and any of the architectural or engineering works represented thereon are "works made for hire" for the Owner under the Copyright Act of 1976, as amended. Upon creation, the Owner shall acquire all rights, title and interest in the Work Product and the architectural or engineering works represented thereon whether delivered to the Owner or not, but the Owner shall have no rights in the Engineer's proprietary software programs or proprietary data bases. The Engineer shall maintain all right, title and interest in its proprietary software programs and its databases. The Engineer hereby assigns, and will cause each of its subconsultants to assign, to the Owner all right, title and interest in any Work Product and the copyright therein. The Owner may reuse the Work Product at its discretion and risk on projects other than the project for which the Work Product

was generated, but the Engineer makes no warranties of any kind with respect to such reuse on other projects.

## **SECTION 7**

### **SUSPENSION AND TERMINATION**

**7.1 Suspension and Reinstatement.** The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Work under any Task Release without invalidating the provisions of this Agreement or any Task Release. Suspension or reinstatement of the Work under any Task Release will be by written notice to the Engineer from the Owner. Suspension of Work under any Task Release shall not automatically entitle the Engineer to an increase in the Contract Price or a change in the Contract Time; however, the Engineer will be reimbursed for actual and unavoidable direct costs incurred by the Engineer as a result of such suspension and the Contract Time will be extended as required to compensate for any actual delay to the Work if, and only to the extent that, such delay is caused by such suspension.

**7.2 Termination by Owner for Convenience.** The Owner may, without cause or for any reason whatsoever, terminate this Agreement, or terminate the performance of the Work under any Task Release, for convenience. The Owner shall give written notice of such termination to the Engineer specifying the scope of such termination and date that termination becomes effective. Unless otherwise directed in writing by the Owner, the Engineer shall incur no further obligations in connection with the Work under any Task Release that is terminated, and the Engineer shall stop Work under any Task Release when such termination becomes effective. The Owner may direct the Engineer to assign the Engineer's right, title and interest to orders or subcontracts to the Owner or the Owner's designee; otherwise, the Engineer shall terminate outstanding orders and subcontracts and settle or otherwise resolve the liabilities and claims arising out of the termination of orders and subcontracts. The Engineer shall transfer title and deliver to the Owner all such completed or partially completed Work, including Work Product. The Engineer shall perform and engage in a formal checkout process with the Owner's Representative at the office of the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release that is terminated. The Engineer shall return to the Owner all of the Owner's property. When terminated for convenience, the Engineer shall submit a claim for termination payment to the Owner, as provided in Section 7.3, specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner.

**7.3 Termination Payment.** When terminated for convenience, if the Engineer submits to the Owner a timely, written claim for termination, and upon satisfaction of all conditions and requirements of the Engineer contained in Subsection 5 (unless such condition or requirement cannot reasonably be attained at that stage of the Work) the Owner shall pay the Engineer the following amount as the total and complete balance of the Contract Price: (i) contract prices for labor, materials, equipment and other services expended or incurred by the Engineer through the date of termination; (ii) reasonable and actual costs incurred in preparing to perform the terminated portion of the Work, and in terminating the Engineer's performance, provided, however, that no indirect costs or consequential damages shall be owed, due, or payable to the Engineer; and, (iii)

reasonable costs of settling and paying claims arising out of the termination or assignment of subcontracts or orders pursuant to Section 7. Any amounts payable under this Section 7.3 shall not include amounts already paid in accordance with other provisions hereof.

**7.4 Termination by Owner for Cause.** If the Engineer refuses or fails to prosecute the Work under any Task Release in a timely manner, supply enough properly skilled workers or supervisory personnel, or if the Engineer fails to make prompt payment to subconsultants or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise violates this Agreement, then the Owner may by written notice to the Engineer, without prejudice to any other right or remedy, declare the Engineer in default and terminate this Agreement, or terminate the Work of the Engineer under any Task Release, for cause, specifying the date that termination becomes effective. In such event, the Owner may take possession of the Work under any Task Release, and of all Work Product related thereto, and may finish the Work under any terminated Task Release by whatever methods the Owner may deem expedient. The Owner may also exercise all rights, options and privileges of the Engineer under the Engineer's subcontracts and purchase orders pertaining to the Work under any Task Release, and the Engineer expressly covenants and agrees that it will promptly assign its rights thereunder to the Owner to the extent requested by the Owner. The Engineer shall perform and engage in a formal checkout process with the Owner for purposes of completing all forms, submitting documentation, and providing the Owner any and all other information, items or things required by this Agreement or any Task Release. The Engineer shall return to the Owner all of the Owner's property. In the event of a termination for cause, the Engineer shall not be entitled to receive any further payment until all of the Work under any terminated Task Release is finished. If the unpaid balance of the Contract Price for such terminated Task Release exceeds the cost of finishing the Work under the Task Release, such excess shall be paid to the Engineer. If such cost of finishing the Work under the Task Release exceeds the unpaid balance, the Engineer shall pay the difference to the Owner. In the event this Agreement or the Work of the Engineer under any Task Release is terminated by the Owner for cause pursuant to this Section 7.4 and it is subsequently determined by a court or arbitrator(s) of competent jurisdiction that such termination was without proper cause, erroneous, or wrongful, such termination must and shall be deemed a termination for convenience under Section 7.2 and the provisions of Section 7.3(i), (ii) and (iii) shall apply as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any.

**7.5 Termination by the Engineer.** If the Owner fails to make payment of undisputed amounts due the Engineer within ninety (90) days of receipt of an acceptable invoice or otherwise fails to perform, the Engineer may give written notice of the Engineer's intention to terminate this Agreement, or any Task Release, setting forth the reasons for such termination. If the Owner fails to cure or submit a plan for cure within thirty (30) days after receipt of such notice by the Owner, the Engineer may give a second written notice, and seven (7) days after receipt of such second written notice by the Owner, the Engineer may terminate this Agreement or any Task Release. If so terminated, and provided that the Owner is determined to have breached this Agreement or any Task Release, as specified in Engineer's notice of termination, the Owner shall pay the Engineer, as the sole and exclusive measure of any and all damages to which the Engineer is, or may be, entitled to recover from the Owner, if any: (i) for all Work under

any terminated Task Release completed satisfactorily to the date of termination; (ii) proven direct loss sustained; and, (iii) reasonable costs of settlement(s) with subconsultants.

**7.6 Survival.** The Owner and the Engineer acknowledge and agree that the Owner's termination of this Agreement or the Work of the Engineer under any Task Release shall not limit, reduce, preclude or otherwise affect either the Owner's or the Engineer's right to enforce the provisions of this Agreement or any terminated Task Release, subject only to the time limitation at law or other limitations, conditions or requirements provided in this Agreement or any terminated Task Release, either (i) as to acts, omissions or breaches occurring before the effective date of such termination or (ii) as to the requirements, payments, procedures and measure of damages provided in this Section 7.

## **SECTION 8**

### **ENGINEER AND SUBCONSULTANT INSURANCE REQUIREMENTS**

**8.1 General.** The Engineer and all subconsultants shall maintain in full force and effect the insurance coverages and amounts set forth in Exhibit "B," and such insurance coverages and limits shall be and remain in full force and effect for the period of time for such insurance as specified in Exhibit "B."

**8.2 Certificates of Insurance.** Upon signing this Agreement, the Engineer must provide a certificate of insurance from the Engineer's insurer providing evidence that the insurance coverages and amounts specified in Exhibit "B," have been obtained from insurance companies reasonably acceptable to the Owner.

## **SECTION 9**

### **COMMUNICATIONS**

**9.1 To Engineer.** Any communications to the Engineer shall be directed to:

Carter & Sloope, Inc.  
115 Woodland Way, Suite 120  
Canton, GA 30114

Attention: Matt Smith, P.E.  
Phone: 770-479-8782  
Fax: 770-479-1884  
[msmith@cartersloope.com](mailto:msmith@cartersloope.com)

**9.2 To Owner.** Any communications to the Owner shall be directed to:

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

Attention: Donna Whitener  
Title: Mayor  
Phone: (706) 632-2091  
Fax: (706) 632-3278  
[donna@cityofblueridgega.gov](mailto:donna@cityofblueridgega.gov)

With a copy to:

James A. Balli, City Attorney  
376 Powder Springs Street, Suite 100  
Marietta, Georgia 30064  
jballi@slhb-law.com

**9.3 Method.** Written notices required by this Agreement shall be sent to the mailing addresses and personnel identified in this Section 9 by certified mail, return receipt requested. Nothing contained in this Section 9 shall be construed to restrict routine communications between representatives of the Engineer and the Owner by any reasonable means including U.S. Mail, facsimile, overnight delivery or electronically.

#### **SECTION 10** **SUCCESSORS AND ASSIGNS**

**10.1 Parties Bound.** The Owner and the Engineer each binds itself to the other party to this Agreement and each Task Release hereunder.

**10.2 Assignment.** The Owner herein reserves the right, without the consent of the Engineer, to assign this Agreement or any Task Release, or any of the rights arising thereunder, in whole or in part. The Engineer, however, shall not assign this Agreement or any Task Release, or any of the rights arising thereunder, or any of the Engineer's rights, or delegate any of its duties (except as to subconsultants working under the Engineer's direct supervision and control), without the prior written consent of the Owner.

#### **SECTION 11** **NO THIRD-PARTY BENEFICIARIES**

**11.1 No Third-Party Rights.** This Agreement and each Task Release is made for the benefit of the parties hereto and confers no third-party beneficiary rights on any third party including, but not limited to, any subconsultant, materialman, supplier or vendor.

#### **SECTION 12.** **ENTIRE AGREEMENT**

**12.1 No Oral Statements.** It is understood and agreed that the written terms and conditions of this Agreement, or of any Task Release issued hereunder, shall supersede all oral statements or oral representations made by any party to this Agreement that relate to the subject matter of this Agreement or of any Task Release issued hereunder, and that no oral statement or oral representation shall be effective or be construed as being part of this Agreement or of any Task Release issued hereunder.

**SECTION 13**  
**OWNER'S AUDIT RIGHTS**

**13.1 Audit and Retention.** All documents relating in any manner whatsoever to the Work performed pursuant to this Agreement or any Task Release, or any portion thereof, which are in possession of the Engineer, or any sub-consultant, shall be made available to the Owner and its designated representatives for audit, inspection, and copying upon written request by the Owner. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, invoices, receipts, charges, checks and other writings or Work Product, or any of the billings and invoices submitted by the Engineer to the Owner. The Engineer, and its subconsultants, shall maintain and protect these documents for no less than six (6) years after completion of the Work under this Agreement or any Task Release, or for such longer period of time as may be required by law or good engineering practice, and shall make such documents available to the Owner and its designated representatives for such period of time. In the event any audit of said documents reflects that the Owner was charged for any sum in excess of the amount due under this Agreement or any Task Release, the Contract Price will be adjusted, or the Engineer shall promptly reimburse the Owner for said excessive charges, or both.

**SECTION 14**  
**INDEPENDENT CONTRACTOR**

**14.1 Independent Contractor.** The Engineer shall be an independent contractor to the Owner. The Owner and the Engineer agree that in the performance of the Work under this Agreement or any Task Release, the Engineer shall not perform any act or make any representation that the Engineer is the agent of the Owner without the express and written authority of the Owner.

**14.2 No Other Relationship.** Nothing contained in this Agreement or any Task Release shall create, or be interpreted to create, any partnership, joint enterprise or joint venture between the Owner and the Engineer.

**SECTION 15**  
**GOVERNING LAW**

**15.1 State of Georgia.** This Agreement shall be governed by the laws of the State of Georgia and any applicable federal law.

**SECTION 16**  
**OWNER'S SPECIAL STIPULATIONS**

**16.1** The Owner's special stipulations, attached to this agreement at "Exhibit C", are hereby incorporated by reference into this agreement. In the event of a conflict between the terms of the

special stipulations and the terms of this agreement, then the terms of the special stipulations shall control.

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of the parties.

**CITY OF BLUE RIDGE**  
(Owner)

  
\_\_\_\_\_  
Honorable Donna Whitener

\_\_\_\_\_  
Mayor  
Title

1/8/19  
\_\_\_\_\_  
Date

**CARTER & SLOOPE, INC.**  
(Engineer)

  
\_\_\_\_\_  
Matt Smith, PE

\_\_\_\_\_  
Senior Engineer  
Title

1/3/19  
\_\_\_\_\_  
Date

Attest:

  
\_\_\_\_\_  
Name

1/8/19  
\_\_\_\_\_  
Title

**EXHIBIT "A"**  
**to**  
**MASTER AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**

**Hourly Rates and Reimbursable Expenses Schedule**

Principal	\$185.00/Hour
Senior Professional Engineer II	\$175.00/Hour
Senior Professional Engineer I	\$160.00/Hour
Project Engineer VI	\$150.00/Hour
Project Engineer V	\$140.00/Hour
Project Engineer IV	\$130.00/Hour
Project Engineer III	\$120.00/Hour
Project Engineer II	\$110.00/Hour
Project Engineer I	\$100.00/Hour
Staff Engineer	\$ 90.00/Hour
Project Manager IV	\$155.00/Hour
Project Manager III	\$145.00/Hour
Project Manager II	\$135.00/Hour
Project Manager I	\$125.00/Hour
Design Technician III	\$ 95.00/Hour
Design Technician II	\$ 85.00/Hour
Design Technician I	\$ 75.00/Hour
CADD Drafter	\$ 70.00/Hour
Construction Observer II	\$ 90.00/Hour
Construction Observer I	\$ 70.00/Hour
Administrative Support Staff III	\$ 75.00/Hour
Administrative Support Staff II	\$ 65.00/Hour
Administrative Support Staff I	\$ 55.00/Hour
Subcontract Consultants	Actual Cost X 1.15

**Reimbursable Expenses Schedule**

Direct project expenses incurred for the project for printing, shipping, and blueprinting will be included in the hourly rates shown above and will not be billed separately.

**EXHIBIT "B"**  
**to**  
**MASTER AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**

**Engineer's Insurance Coverages**  
(See Section 8 of this Agreement)

<b>Type of Insurance</b>	<b>Coverage Limits</b>
Workers' Compensation Employer's Liability	(Statutory) \$1,000,000.00 per occurrence
Comprehensive General Liability Including Contractual Liability, Bodily Injury and Property Damage Owner is named as additional insured	\$1,000,000.00 per occurrence \$2,000,000.00 annual aggregate
Comprehensive Auto Liability, Including hired and non owned Owner is named as additional insured	\$1,000,000.00 per occurrence
Umbrella Liability Insurance Covering Comprehensive General Liability and Comprehensive Auto Liability Owner is named as additional insured	\$5,000,000.00 annual aggregate
Professional Liability insurance	\$1,000,000.00 per occurrence \$2,000,000.00 annual aggregate

**All insurance shall be maintained in full force for four (4) years after completion of all services under, or the termination of, this Agreement or any Task Release.**

**EXHIBIT "C"**  
**to**  
**MASTER AGREEMENT**  
**FOR**  
**ENGINEERING SERVICES**

**Owner's Special Stipulations which apply to any contract or work performed by Engineer or for which Engineer provides any services under this Agreement.**

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

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

The Engineer warrants and represents that the Contract Documents are reasonably accurate, coordinated and adequate for construction and are in conformity and comply with all applicable federal or state laws, codes and regulations.

Notwithstanding any other provision herein, the Engineer shall not be liable for construction means, methods, techniques, safety procedures or sequences except to the extent any such means, methods, techniques, safety procedures or sequences are specified by the Engineer in the Contract Documents.

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

The Engineer shall reject Work which does not conform to the Contract Documents unless directed by the Owner, in writing, not to do so. Any such rejection shall be in writing in a form acceptable to the Owner and shall be copied to the Owner. The rejection shall also cite the

specific contract provisions or provisions violated by any contractor. Whenever, in the Engineer's opinion, it is necessary or advisable, the Engineer shall require special inspection or testing of the work in accordance with the provisions of any construction contract whether or not such Work is fabricated, installed or completed.

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

The Engineer shall review and approve, or take appropriate action upon, the contractor's submittals such as Shop Drawings, Product Data and Samples and the like. Approval by the Engineer of any contractor's submittal shall constitute the Engineer's representation to the Owner that such submittal is in conformance with any construction contract and under no circumstances shall the Engineer approve any Shop Drawing, Product Data or Sample which is not in conformity with all requirements of any construction contract without prior written

approval of the Owner. Approval of such items shall be taken with reasonable promptness so as to cause no delay to any contractor or any project.

#### Approval of the Contractor's Schedule of Values

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

#### The Engineer's Personnel

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

NAME	FUNCTION
Matt Smith, PE	Project/Client Management
Kurt McCord, PE	Engineering Design

John Stover, LA	Engineering Design
Brittany Bradley, EIT	Project Engineer, Design Assistant
Mark Hain, EIT	Project Engineer, Design Assistant

#### Indemnification

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

#### Choice of Law and Venue

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

Engineer will provide an affidavit in compliance with the Georgia Security and Immigration Compliance Act, being an affidavit for electronic verification of work authorization programs.

Owner, in Owner's discretion, may mediate, or arbitrate, any dispute arising under this Agreement. Owner is under no obligation to mediate or arbitrate, or both, any dispute arising under this Agreement. Owner shall have the right to resolve any dispute arising under this Agreement pursuant to litigation in a court of competent jurisdiction.

**Task Release**

THIS 8 day of January 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 December 17, 2015, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

**1. The Project:**

1.1 This Task Release is for a Project described as:  
*Hwy 5 Water Main Replacement*

A. More specifically, the project includes the replacement/upgrade of the existing water main located along Hwy 5 from Hwy 515 to the connection point with the City of McCaysville as part of the GDOT road improvement project.

**2. The Work:**

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

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

2.2 Design Phase:

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

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

2.3 Bid Phase:

- A. Meet with *City of Blue Ridge* and GDOT representatives as necessary to discuss proposed bidding of the project. Water line installation to be included in road contract and bid by GDOT.
- B. Assist GDOT as needed to answer questions from potential bidders.
- C. Attend pre-bid conference if requested by GDOT.

2.4. Construction Phase:

- A. Attend a preconstruction conference if needed between *City of Blue Ridge* representatives, GDOT and the selected contractor.
- B. Conduct a pre-final inspection of the contractor's work with owner's representatives to determine if work is substantially complete and prepare a punch-list of items to be corrected, if necessary.
- C. Compile "As-Built" drawings showing actual locations of improvements from construction documents to include all redlines and field measurements notated by the contractor or contractor's subcontractors on record documents. This does not include field surveys of as-built site elements or utilities.

**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	Eng Design/Bid/Permitting*	\$ 147,750.00
<b>TOTAL FEE</b>		<b>\$ 147,750.00</b>

\*Proposed Engineering Design/Bid/Permitting Fee is based on 6% of a \$2,460,938.00 construction estimate amount. **Should the scope of work be reduced then the proposed fee would also be reduced to reflect the deletion of work.**

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

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

5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of **One hundred forty-seven thousand seven hundred fifty and 00/100 dollars (\$ 147,750.00)** for the agreed upon scope described herein.

5.2 **Reimbursable Expenses:** None expected for this project.

5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by



**Task Release**

THIS 8 day of January 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 December 17, 2015, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

**1. The Project:**

1.1 This Task Release is for a Project described as:

*Hwy 515 Water Line Extension*

A. More specifically, the project includes the replacement of the existing water line along Hwy 515 between Dogwood Lane and Ballewtown Road. This water line was removed as part of the construction for the assisted living home but was never replaced. In order to provide adequate fire protection along Hwy 515 this section of water line needs to be replaced.

**2. The Work:**

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

- A. Preliminary engineering and concept development
- B. Design for the water main upgrades
- C. Permitting with EPD (and GDOT if needed)

2.2 Design Phase:

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

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

C. Coordinate design with GDOT and EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and utility agreement packages as needed for project. Actual permitting through GDOT will be handled by the City but C&S will be available for assistance as needed.

2.3 Bid Phase:

It is our understanding that the City will request a proposal from a local contractor, so no bidding assistance will be required. However, if this changes and the work needs to be bid out then C&S will provide these services on an hourly basis.

2.4. Construction Phase:

Due to the limited size of the project (+/-750 LF), it is our understanding that the City employees can provide all of the necessary construction review that would be required. Since the contractor will likely provide a proposal and invoice the City 100% once the project is completed, there should not be any contract administration services required. However, if the City would like assistance with any of this phase then C&S will provide these services on an hourly basis.

**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:**

<b>Task</b>	<b>Description</b>	<b>Fee Basis</b>
A	Engineering Design/Plan Preparation	\$ 2,500.00
B	Permitting (EPD) *	\$ 1,250.00
C	Additional Engineering Contingency**	Noted Below
<b>TOTAL FEE</b>		<b>\$ 3,750.00</b>

*Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization. \*GDOT permitting will be handled by the City but C&S will provide assistance as needed on an hourly basis up to \$1,250 for the full permit submission. \*\*Additional engineering contingency of \$1,000.00 budgeted for this project but not to be billed unless approved by the City.*

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 **Three Thousand Seven Hundred Fifty and 00/100 dollars (\$ 3,750.00)** for the agreed upon scope described herein.

5.2 **Reimbursable Expenses:** None expected for this project.

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

**6. The Primary Contacts:**

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

Matt Smith 770-479-8782  
 Name Phone

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

Rebecca 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>12/31/18</u>	Date: <u>January 8, 2019</u>



10425 Old Atlanta Hwy.  
Covington, GA 30014

Phone: (678) 712-6780  
Fax: (678) 712-6782

		<b>E-Mail:</b> brsewer@etcmail.com	
<b>To:</b> James Weaver		<b>From:</b> Karyn Yochum	
<b>Company</b> City of Blue Ridge		<b>Phone #</b> 706-633-9489	
<b>Location:</b> Blue Ridge, Georgia		<b>Total Pages Including This Page:</b> 2	

**Subject: QUOTATION Pricing & Availability of Parts**  
**S/N:** 28-00237-V  
**LOCATION:**  
**QUOTE:** Ky-2018-12-17-2

This is only a **QUOTE**, please call, fax, or e-mail us when you are ready to place your order.

Below you will find the part numbers, pricing and availability of the parts you requested. *Unless otherwise stated, installation costs are not included.* Please contact us when you are ready to order or sign below and fax this back to S&L Georgia at (678) 712-6782. Orders under 2,000 do not need to be signed. **Orders over \$2,000 need to be reviewed Via our Order Acknowledgement we send to you. Please be sure to sign the Order Acknowledgement and fax/email it back so we can place your order. If changes are required please contact us.**

**Note: See Time frame below.**

QTY	P/N	DESCRIPTION	UNIT PRICE	COST	SHIPMENT
2	87B114A-300	SUCTION SPOOL WELD ASSEMBLY	\$1,539.55	\$3079.10	6-8 WEEKS
2	60C87-300	FRONT HEAD (FOR 1st STAGE PUMPS)	\$1,876.78	\$3753.56	6-8 WEEKS
2	60A28	VOLUTE GASKET	\$39.14	\$78.28	IN STOCK
2	11L1C	FLANGE GASKET 6"	\$11.74	\$23.48	IN STOCK
<b>TOTAL</b>				<b>\$6934.42</b>	

**FREIGHT:** F.O.B. ORIGIN (Freight Prepaid & Added separately)  
**DELIVERY:** Shipment Upon Receipt of PO or Credit Card #  
**RESTOCKING:** There will be a 15% restocking fee assessed on any approved returns, we will issue an RMA for

*Solutions for a World of Water Problems*

**FEES:** approved returns.

**CANCELLATION:** Orders cancelled after 36 hours will have a 10% cancellation fee assessed.

**WARRANTY:** Warranty Period for Replacement Parts is 90 Days

**TIME FRAME:** **Quote is good for 30 days.**

**PAYMENT:** 100% prior to shipment via check/credit card, OR, with continuing credit approval, 100% the earlier of net 30 days from date of shipment or at time of start up (if S&L start up is included in our quote).

**Smith & Loveless'** quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.

**Smith & Loveless** → **accepts purchase orders, MasterCard, or Visa when ordering.** You may fax your order to us at **(678) 712-6782** or call us at **(678) 712-6780**. Thank you for contacting **Smith & Loveless** → regarding your parts request. We look forward to talking with you soon.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016.

**BUYER**

By: \_\_\_\_\_  
Authorized Signature

Shipping Address: \_\_\_\_\_  
Address  
 \_\_\_\_\_  
Address

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016 at Lenexa, KS.

**SMITH & LOVELESS, INC.**

By: \_\_\_\_\_  
Authorized Signature

**Is this purchase tax exempt?** \_\_\_ Yes \_\_\_ No

If **YES**, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

## City of Blue Ridge

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

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
February 12, 2019 at 6:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Nathan Fitts, Kenneth Gaddis,  
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:

Council Member Rhonda Haight made a motion to call the meeting to order. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 3-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Kenneth Gaddis offered a word of prayer followed by the Pledge of Allegiance.

3) Approval of Minutes from Previous Meeting:

a) Council Member Kenneth Gaddis made a motion to approve the January 8, 2019 Council Meeting Minutes. The motion was seconded by Council Member Harold Herndon. The Council voted 3-0. Motion carried.

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

Council Member Rhonda Haight made a motion to amend the agenda which included removing the topic of "Tree City USA Public Hearing" and moving the topic of "Hayes James and Associates Project No. 18-639-C" to the last topic listed under Purchasing Approvals. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 3-0. Motion carried.

## City of Blue Ridge

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

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

City Attorney James Balli summarized the public comment section of the City's Council Meeting Rules of Procedures and reminded those speaking that public comments are limited to two (2) minutes per person and that this section is not for questions and answers.

5) Cesar Martinez—Blue Ridge Business Association:

Cesar Martinez gave an update on the upcoming Fire & Ice event and addressed his concerns with the sidewalk ordinance requiring a permit for benches and plants.

6) Gene Holcombe—Garbage Collection:

Gene Holcombe addressed his concerns with the garbage collection in the City and discussed the lawsuit between North Georgia Waste and Advanced Disposal in regard to a transfer station.

7) Kurt Ronn—Short-Term Rentals:

Kurt Ronn spoke in favor of short-term rentals and informed the Council that there is a short-term rental next to his home. He explained that he has not experienced issues with short-term rentals only long-term rentals.

Council Member Robbie Cornelius arrived and took her seat at the Council desk.

8) Garry Brakefield—Short-Term Rentals:

Garry Brakefield addressed his concerns with the proposed short-term rental ordinance and application. He expressed that it may be too burdensome to the property owner.

Council Member Nathan Fitts arrived and took his seat at the Council desk.

9) Brandon Lofton—Mobile Signage:

Brandon Lofton spoke in opposition of the truck that carries a mobile sign. Council Member Kenneth Gaddis asked Police Officer Joe Patterson, who was present, whether the signage was legal or not. Officer Patterson stated that the Police Department was researching the legalities of the lighting on the truck. Council Member Kenneth Gaddis asked if the truck would be in violation of the City's Illumination Ordinance. City Attorney James Balli is researching this question.

## City of Blue Ridge

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

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

10) Tree City USA Board Appointments:

Council Member Rhonda Haight made a motion to appoint Bobby Bearden in place of Fan Stoecker to the Tree City USA Board. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

Council Member Nathan Fitts made a motion to amend the agenda to add the topic of “Keep Fannin Clean” under discussion agenda item. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

11) Tree City USA Ordinance (Second Reading/Adoption)—ROLL CALL VOTE:

City Attorney James Balli read the first paragraph of the Tree City USA Ordinance (attached) and stated that there have been no changes from the first reading. Council Member Rhonda Haight made a motion to approve the ordinance. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

12) Short-Term Rental Ordinance (First Reading):

Mayor Donna Whitener read the first paragraph of the Short-Term Rental Ordinance.

### **Purchasing Approvals:**

13) Carter & Sloop Task Release No. 19.01 (GEMA Application for Generator Installation at 11 Sites):

Council Member Rhonda Haight made a motion to approve Carter & Sloop Task Release No. 19.01 in the amount of \$11,250.00 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

14) Curb and Gutter on West First Street:

Council Member Rhonda Haight made a motion to approve the estimate from Nathan Tipton in the amount of \$6,500.00 for curb and gutter on West First Street (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried. The City was unable to obtain a second quote.

15) Fencing Around Water and Waste Water Pump Stations:

Council Member Nathan Fitts made a motion to approve the quote from Appalachian Fence LLC in the amount of \$9,158.00 for fencing around the City’s pump stations (attached). The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

## City of Blue Ridge

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

16) Police Department Equipment for Explorers:

Council Member Nathan Fitts made a motion to approve the purchase of equipment for the 2019 Police Department Explorers in the total amount of \$20,917.80. The invoices and quotes are attached. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

17) Water Line Replacement on Hwy 515 at Ballewtown Road Intersection:

Council Member Kenneth Gaddis made a motion to approve the Water Line Replacement on Hwy 515 at Ballewtown Road Intersection (quotes attached) in the amount of \$24,985.03. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

18) Hayes James and Associates Project No. 18-639-C (Jeff Stewart):

Reid Dyer with Hayes James was present to discuss the park property near Mineral Springs. The Council is planning to move the City Shop to the City Park. Council Member Nathan Fitts made a motion to approve the proposed agreement in the amount of \$9,900.00 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

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

19) Keep Fannin Clean:

Council Member Nathan Fitts gave a summary of the program and asked the Council if the City could use its social media outlets and website to make the public aware of the program that will assist the community in litter clean up. All were in agreement.

20) Executive Session (if needed)—Personnel:

Council Member Rhonda Haight made a motion to close the meeting for an executive session for the purpose of discussing personnel. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. 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 5-0. Motion carried.

Council Member Rhonda Haight made a motion to hire Bradley Mathis and Thomas Davis as part-time police officers. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

## City of Blue Ridge

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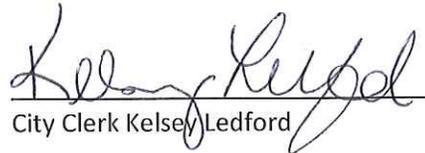
480 West First Street • Blue Ridge, Georgia • (706) 632-2091

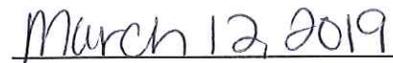
Council Member Rhonda Haight made a motion to remove Glenda Herndon from her probationary period. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

21) Adjournment:

Council Member Nathan Fitts made a motion to adjourn. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Meeting adjourned.

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

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

  
\_\_\_\_\_  
Approved



FIRST READING January 8, 2019

ADVERTISED February 6, 2019

PUBLIC HEARING February 12, 2019

PASSED February 12, 2019

AN ORDINANCE NO. BR2019-03

1 **AN ORDINANCE ESTABLISHING THE REGULATION OF THE**  
2 **PLANTING, REMOVAL AND MANAGEMENT OF TREES ON PUBLIC**  
3 **PROPERTY AND RIGHTS OF WAY IN THE CITY; TO ESTABLISH**  
4 **CERTAIN STANDARDS; TO CREATE A CITY TREE BOARD; TO**  
5 **PROVIDE FOR ENFORCEMENT; TO ESTABLISH PENALTIES; TO**  
6 **ALLOW FOR APPEALS AND FOR OTHER PURPOSES: :**

7  
8 **PURPOSE:** the purpose of this ordinance to provide for the protection,  
9 management, removal and replacement of trees on public property and public  
10 rights- of-way.

11 **WHEREAS,** the health, safety and general welfare of the public and the  
12 conservation and protection of the natural resources of the City and their values  
13 necessitate the implementation of regulations to guide the planting, maintenance  
14 and removal of trees on public property and rights-of-way within the City and

15 **WHEREAS,** community forests function to the benefit of the local citizenry  
16 as a part of the public infrastructure as much as streets, utilities, storm water  
17 management structures, and sewers, and integrated forest canopies reduce the costs  
18 of maintenance of other co-located parts of infrastructure and

19           **WHEREAS**, well-managed forest resources increase in value and provide  
20 benefits to all the citizens of the community with respect to air quality, water  
21 quality, storm water management, temperature amelioration, community aesthetics  
22 and general quality of life and, healthy community forests increase local  
23 commercial and residential property values and

24           **WHEREAS**, these benefits are crucial to the long-term health, benefit,  
25 welfare, and safety of the citizens of the City of Blue Ridge, Georgia and

26           **WHEREAS**, this tree protection law is one part of a dedicated and  
27 integrated planning process dealing with land use, impacts of impervious surface,  
28 hydrology and water quality, air quality, soil erosion, transportation, noise  
29 abatement, and wildlife habitat and

30           **WHEREAS**, the City Council finds that it is in the best interest of the public  
31 to provide standards and requirements for the conservation, protection and  
32 replacement of trees on public property for the purpose of making this City a more  
33 attractive and healthier living environment;

34           **NOW, THEREFORE**, be it ordained by the City Council the Code of  
35 Ordinances be amended to add this Article " Care, Placement and Protection of  
36 Trees on Public Property and City Rights-of -Way" as follows:

37 **SECTION 1**  
38 **DEFINITIONS**  
39

40 *Administrator:* The acting City Arborist or other employee of the City of  
41 Blue Ridge who is responsible for the administration of the provisions of this  
42 ordinance.

43 *Critical Root Zone:* That area of tree roots around the tree measured to be no  
44 less than 1.5 ft. in radius for every inch of trunk diameter measured 4 ft. above the  
45 ground.

46 *Street Trees:* Street trees are herein defined as trees, shrubs, bushes, and all  
47 other woody vegetation on land lying between property lines on either side of all  
48 streets, avenues, or rights- of-way within the City or lying within all rights-of-way  
49 of all streets, avenues, or ways within the City.

50 *Topping:* Topping is defined as the severe cutting back of tree limbs to stubs larger  
51 than three (3) inches in diameter within the tree's crown to such a degree so as to  
52 remove the normal canopy and disfigure the tree.

53 *Park and Public Trees and Landscape:* Park and Public trees are herein defined as  
54 trees, shrubs, bushes and all other vegetation in public parks and on public property  
55 at public facilities, and all area owned by the city, or to which the public has free  
56 access.

57  
58  
59

60 **SECTION 2**  
61 **PUBLIC TREE PROTECTION AND CARE**  
62

63 1. Except as hereinafter provided, no person except a public utility shall cut,  
64 prune, injure or remove any living tree on or in a public highway, right-of-way,  
65 neutral ground, public park, public place, triangle, sidewalk, or other public  
66 property; or cut or disturb or interfere in any way with the roots of any tree on  
67 public property; or spray with any chemical insecticide or herbicide or other oils or  
68 whitewash any tree on public property; or place any wire, rope, sign, poster,  
69 barricade, or other fixture on a tree or tree guard on public property; or injure,  
70 misuse or remove any device placed to protect any such tree;

71 (a) No person shall pile building material or other material, about any  
72 tree, plant or shrub in a street in any manner that will in any way injure such  
73 tree, plant or shrub.

74 (b) No person shall pave or place gravel, soil or other such material  
75 within twelve (12) ft. of any tree on public property, unless approved by the  
76 city administrator.

77 (c) No person shall dump, pour or spill any oil, herbicide , insecticide or  
78 other deleterious matter upon any tree or tree space in any street or within  
79 the critical root zone of any tree, or keep or maintain upon any street, any  
80 receptacle from which oil or herbicide , pesticide or other deleterious

81 matter leaks or drips, or said material onto any parking or concrete gutter  
82 so as to injure any tree on any public property.

83 (d) No person shall use the rights-of-way, parks, sidewalks, or public  
84 places to dump grass clippings, tree trimmings, rocks or refuse of any nature.

85 (e) No person shall decorate a public tree or place advertising matter,  
86 posters or political placards on trees or in public properties.

87 **SECTION 3**  
88 **NOTIFICATION AND PENALTIES**  
89

90 (a) Any person who shall injure, damage or destroy any public tree  
91 situated upon the public right-of-way of any street, alley, sidewalk, park or other  
92 public property within the city shall promptly notify the City Administrator of such  
93 fact and shall, within such reasonable time as specified by the City Administrator,  
94 repair or replace the same to the satisfaction of the City Administrator.

95 (b) Should the person fail or refuse to repair or replace the damaged or  
96 destroyed trees or plants within such reasonable time, the City Administrator  
97 shall do or cause to be done the necessary repairing or replacement, and the  
98 costs of this work shall be recovered from the person responsible for the  
99 damage or destruction by, a proper action of law. In any such action, "The Guide  
100 for Establishing Values of Trees and Other .Plants," published by the Council of  
101 Trees and Landscape Appraisers, current edition, shall form the basis for  
102 establishing any monetary damages due for damage or destruction to the tree. In

103 addition, the City may recover for any other damages or losses to which it is  
104 entitled by law.

105 **SECTION 4**  
106 **CITY REQUIREMENTS**  
107

108 The City shall have the right to plant, prune, maintain and remove trees,  
109 plants and shrubs within the rights-of-way of all streets, parks, squares, and public  
110 grounds, as may be necessary to insure public safety or to preserve or enhance the  
111 symmetry and beauty of such public grounds. All tree work taking place on public  
112 property being conducted by contractors, sub-contractors, or city employees will  
113 conform to International Society of Arboriculture and ANSI 300 and Z-133  
114 arboricultural standards for tree work.

115 Additionally:

116 It shall be unlawful as a normal practice for any person, firm, or government  
117 entity/department to top any street tree, park tree, or other tree on public property.  
118 Trees severely damaged by storms or other causes, or certain trees under utility  
119 wires or other obstructions where other pruning practices are impractical may be  
120 exempted from this provision of this ordinance by receipt of written notification  
121 from the Administrator for each instance allowing such actions.

122 It shall be unlawful for any entity, utility, citizen, tree care company or  
123 government to trench, cut, grade, clear, or fill within the critical root zone of any  
124 public tree without the expressed written consent of the Administrator.

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**SECTION 5**  
**DUTIES OF THE ADMINISTRATOR**

It shall be the expressed duty of the Administrator, when necessary, to issue permits, inspect tree work, require certain tree work to be performed, and enforce provisions of this ordinance.

**SECTION 6**  
**PRIVATE LANDOWNER RESPONSIBILITIES AND RIGHTS**

Every owner of any tree overhanging any street or right of way within the city shall prune the branches so that such branches shall not substantially obstruct the view of any street intersection and so that there shall be a clear space of thirteen (13) ft. above street surface or eight (8) ft. above the sidewalk surface. Said owners shall remove all dead, diseased or dangerous trees, or broken or decayed limbs that constitute a menace to the safety of the public. The city shall have the right to prune any tree or shrub on private property when it interferes with visibility of any traffic control device or sign or line of sight.

Nothing in this ordinance is intended to prohibit the planting of street trees by adjacent property owners providing that the selection and location and planting of said trees is in accordance with specifications of this ordinance and with prior approval of the Administrator.

150 **SECTION 7**  
151 **CREATION AND ESTABLISHMENT OF A CITY TREE BOARD**  
152

153 There is hereby created and established a City of Blue Ridge Tree Board  
154 which shall consist of five (5) members, residents of Fannin County, who shall be  
155 appointed by the Mayor and Council. The term of the board members to be  
156 appointed by the Mayor and Council shall be two (2) years. In the event that a  
157 vacancy shall occur during the term of any member, his or her successor shall be  
158 appointed for the unexpired portion of the term. Members of the board shall serve  
159 without compensation.

160 **A. Tree Board Duties and Responsibilities**

161 It shall be the responsibility of the Board to study and develop and update  
162 annually, specifications for the care, conservation, pruning, planting, and  
163 replanting of publicly owned trees and shrubs in parks, along streets, and in other  
164 public areas. Such information and reports will be presented annually to the City  
165 Council. The Board, when requested by the City Council, shall consider,  
166 investigate, make findings, and make recommendations upon any special matter or  
167 question coming within the scope of its work.

168 The Board shall choose its own officers, make its own rules of procedure,  
169 and keep minutes of its proceedings. A majority of the members shall be a quorum  
170 for the transaction of business.

171

172 **B. Development of Arboricultural Specifications**

173 The City Tree Board shall develop and maintain arboricultural specifications  
174 for tree care and replacement as follows:

175 1. A list of desirable trees for planting along streets in three size classes  
176 based on mature height: small (under 20 ft.), medium (20 to 40 ft.), and large  
177 (more than 40 ft.). The Tree Board will also create lists of trees not suitable  
178 for planting.

179 2. The distance trees may be planted from curbs or curb lines and  
180 sidewalks will be in accordance with the three (3) species size classes listed  
181 in the arboricultural specifications. No trees may be planted closer to any  
182 curb or sidewalk than the following: small trees, two (2) ft.; medium trees,  
183 four (4) ft.; and large trees, six (6) ft.

184 3. No street tree shall be planted within thirty-five (35) ft. of any street  
185 corner, except on city property measured from the point of nearest  
186 intersecting curbs or curb lines. No street tree shall be planted within ten  
187 (10) ft. of any fire hydrant.

188 4. No tree, other than those particularly designated for planting under  
189 overhead lines by the Tree Board, shall be planted under or within ten (10)  
190 ft. of a line drawn vertically below any overhead utility wire or any recorded  
191 utility right-of-way of a greater width. Trees planted within twenty (20) ft.

192 must be of a small species listed in the arboricultural specifications  
193 developed by the Tree Board.

194 5. The City Tree Board must review a utility tree trimming policy prior  
195 to any trimming by the utility company to assure current arboricultural  
196 specifications are followed.

197 6. All stumps of street and park trees shall be removed below the surface  
198 of the ground so that the top of the stump shall not project above the surface  
199 of the ground where necessary to provide for public safety.

200 **C. Public Education:**

201 It shall be the responsibility of the Tree Board to undertake a public Arbor  
202 Day planting activity and develop and/or secure and distribute tree care and tree  
203 benefit information as part of a city wide educational program.

204 **SECTION 8**  
205 **PERMIT AND BOND**  
206

207 It shall be unlawful for any person or firm to engage in the business or  
208 occupation of pruning, treating, or removing street or park trees or tree within a  
209 public right-of-way within the city without first applying for and procuring a  
210 permit. No permit shall be required for electric utilities and their agents and  
211 contractors or city employee doing such work in the pursuit of their public service  
212 endeavors.

213

214 Before any permit shall be issued for any tree work on public property, each  
215 applicant shall first file evidence of possession of liability insurance in the  
216 minimum amounts of \$300,000 for bodily injury and \$100,000 for property  
217 damage indemnifying the city, or any person injured or damaged resulting from the  
218 pursuit of such endeavors, as herein described.

219 **SECTION 9**  
220 **PENALTIES FOR VIOLATIONS**  
221

222 Any person violating any provision of this ordinance shall be, upon  
223 conviction or a plea of guilty, subject to a fine not to exceed \$1,000.00 plus  
224 restitution for damages to public trees and property.

225 **SECTION 10**  
226 **EMERGENCY ACTION**  
227

228 It may become necessary, from time to time for emergency crews to prune  
229 or remove trees to provide for public safety or restore phone or electrical service.  
230 Such an action may be conducted by government, emergency or utility crews  
231 without permit so as to allow immediate action to prevent damage or collect a  
232 condition which may pose a hazard to life or property. The Administrator shall be  
233 notified of any such action within 24 hours of the action being initiated, by the  
234 entity taking such action, for each instance of action.

235

236

237 **SECTION 11**  
238 **INDEMNIFICATION**

239  
240 Nothing contained in this ordinance shall be deemed to impose any liability  
241 upon the City of Blue Ridge, its officers or employees, nor to relieve the owner of  
242 any private property from the duty to keep any tree, shrub or plant upon any street  
243 tree area on his property or under his control in such condition as to prevent it from  
244 constituting a hazard or an impediment to travel or vision upon any public property  
245 or right of way or public place within the city.

246 **SECTION 12**  
247 **APPEALS**

248  
249 Any action of the Administrator may be appealed to and heard by the City  
250 Council. An appeal must be filed within ten (10) calendar days after the decision of  
251 the Administrator. The appeal shall be in writing and shall be filed with the City  
252 Clerk for placement on the City Council agenda. The appeal shall clearly specify  
253 the reasons for which a hearing is requested. After a hearing, the City Council shall  
254 render its decision, which shall be final.

255 **SECTION 13**  
256 **SEVERABILITY**

257  
258 Should any part or provision of this ordinance be declared by a court of the  
259 competent jurisdiction to be invalid, the same shall not affect the validity of the  
260 ordinance as a whole or any part thereof other than part held to be invalid.

261

262  
263  
264  
265

**SECTION 14**  
**EFFECTIVE DATE**

The effective date of this Ordinance shall be immediately upon its passage  
266 by the City Council and execution by the Mayor or upon fifteen (15) days expiring  
267 from the date of its passage without a veto of said Ordinance by the Mayor as set  
268 forth in the City Charter at Section 3.23(b).

SO RESOLVED, this 12 day of February, 2019.

**BLUE RIDGE CITY COUNCIL**

By:   
Mayor

Attest Ordinance Passed: February 12, 2019

Attest:  
  
City Clerk Kelsey Ledford

**Task Release**

---

THIS 12 day of February ~~2018~~<sup>2019</sup>, the undersigned Owner offers and the undersigned Engineer agrees to provide and perform services as identified herein (the "Work") on a project identified herein (the "Project") under the terms and conditions set forth herein and in a certain extension of **Master Agreement** for engineering services, No. 001, dated December 17, 2015, between the Owner and the Engineer (the "Master Agreement") which is incorporated herein by reference and made a part hereof as if fully restated herein.

**1. The Project:**

1.1 This Task Release is for a Project described as:  
*GEMA Application for Generator Installation at 11 Sites*

A. More specifically, the project includes preparing a funding application to GEMA for the installation of 11 generators at various water booster pump station and sewage lift station sites throughout the City. The potential funding for this work would be 75% grant from GEMA/FEMA and 25% match from the City. If the City is awarded funding for this work Carter & Sloope, Inc. will prepare a separate Task Release for the design, bidding, contract administration, and construction review.

**2. The Work:**

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

- A. Review of any existing documentation from the City.
- B. Review of current site conditions, equipment, electrical service, etc. at each of the various sites to determine sizing of generators and electrical improvements required.
- C. Prepare and submit funding application to GEMA by the March 1, 2019 deadline.
- D. 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:**

<b>Task</b>	<b>Description</b>	<b>Fee Basis</b>
A	Generator Sizing & GEMA Application	\$ 10,250.00
B	Additional Engineering Contingency*	\$ 1,000.00
	(*not to be billed without approval from City)	
<b>TOTAL FEE</b>		<b>\$11,250.00</b>

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

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



1-7-19

Estimate

To: City of Blue ridge  
(Behind Black sheep rest.)

For: 300 ft curb and gutter  
- 80 ft sidewalk  
Total of 21 yds concrete

City is responsible for  
removal and disposal of  
~~concrete~~ old concrete

Concrete; labor and materials.

Total = \$6500.00

Thank-you  
Nathan Tipton  
(706) 455-1375

Appalachain Fence LLC

P. O. Box 1911

Blue Ridge, GA 30513

706-455-1158

City Of Blue Ridge

To install 6ft Chain link w/ 3 stands of Barb wire around 3 water Pump Houses each having 1 -6ft walk gate

Cost \$5198.00 + 250.00

*fence  
only*

*total - 5,448.00*

To Install 6ft chain Link W/3 Stands around 2 Sewer Pump Stations each having a 4ft walk gate.

Cost \$3710.00

Thanks

Mark Rice

## Kelsey Ledford

---

**From:** Alicia Stewart  
**Sent:** Thursday, February 7, 2019 4:25 PM  
**To:** Kelsey Ledford  
**Subject:** FW: Message from "RNP002673AAE6CD"  
**Attachments:** 20190207163013640.pdf; 20190207163614431.pdf

Attached is all invoices for equipment that I am aware of for the two new police cars. Below is also where the Council was advised of the purchases and the plan for approval at next week's meeting so the invoices can be paid. Let me know if you have any questions! You can also use this along with the other attachment with invoices from the cars to submit to GMA for the lease.

Let me know if you need anything else!

### Alicia Stewart, CPA

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

---

**From:** Kenneth Gaddis  
**Sent:** Tuesday, January 22, 2019 2:51 PM  
**To:** Alicia Stewart <astewart@cityofblueridgega.gov>  
**Subject:** Re: Message from "RNP002673AAE6CD"

Ok, thank you Alicia for the information.

Get [Outlook for iOS](#)

---

**From:** Alicia Stewart <[astewart@cityofblueridgega.gov](mailto:astewart@cityofblueridgega.gov)>  
**Sent:** Tuesday, January 22, 2019 10:38 AM  
**To:** Donna Whitener; Harold Herndon; Kenneth Gaddis; Nathan Fitts; Rhonda Haight; Robbie Cornelius  
**Cc:** Kelsey Ledford; Johnny Searce; Barbie Gerald  
**Subject:** FW: Message from "RNP002673AAE6CD"

Attached are quotes for equipment to outfit the two new Explorers for the Police Department. The vehicle purchase was approved back in August to be financed with a lease through GMA.

We have obtained two quotes for equipment and if no one has objections, Johnny will proceed with the purchase from Mountain Communications to be installed immediately. The invoices will be approved before payment at the next Council meeting, with approval for a GMA lease for the vehicles and equipment to follow.

The attached quote from Mountain Communications is to completely outfit one Explorer for \$10,318. Johnny has a radar unit already for the 2nd vehicle, bringing the quote for the 2nd to \$8,583. This is to be compared to the quote from Dana Safety Supply of \$9,962.90 (which also omits the radar). A computer and mounts for

ticketing for one vehicle is \$2,304.02. He plans to move computer equipment from an old vehicle to the other Explorer. Lettering for the outside of the vehicles will be \$500 each. Johnny is planning to trade in a 2008 Crown Vic with 128,000 miles to Mountain Communication for the equipment, reducing the cost by approximately \$1,500. The total equipment cost is estimated to be \$20,705.

Please email me immediately if you have any questions or objections to this. Otherwise, Johnny will proceed with the purchase by Wednesday of this week and it will be approved before final payment at the next meeting.

Thanks!

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

4724

# Mountain Communications

P.O. Box 533  
 Young Harris, GA 30582  
 706-781-5581

Purchase Order# \_\_\_\_\_ Date 1-14 2019

Customer Blue Ridge Police Dept

Address \_\_\_\_\_

Phone #1 EXPLORER Terms: DUE ON RECEIPT

Quan.	Description	Amount
1	RAPTOR Radar (Same lane)	1735.00
1	24/7 Police Video System	3300.00
1	NX-3720 Kenwood Radio	543.00
1	Prisoner Partition	600.00
1	Rear Cargo Barrier	400.00
1	Jotta Desk Console w/Arm's cup	500.00
1	CARSON SC-500 100 WATT Siren	195.00
1	Fentech 100 Siren Speaker	130.00
1	Brooking light bar Control	95.00
4	3TR lights w/L bracket	45.00 180.00
1	Whelen LED Light bar	1150.00
1	17 foot coax w/NMO, PL-259, ANT	40.00
1	GO RHINO Push Bumper	305.00
1	GO RHINO heavy Pit wrap	310.00
	Shop Supplies	40.00
	<u>License</u>	795.00
	Sub Total	
	Tax	
	Total	10318.00

A 1½% SERVICE CHARGE WILL BE ADDED TO ALL PAST DUE BALANCES.

PLEASE PAY BY INVOICE • NO STATEMENT WILL BE SENT

SIGNATURE \_\_\_\_\_

# Mountain Communications

4768

P.O. Box 533  
 Young Harris, GA 30582  
 706-781-5581

Purchase Order# \_\_\_\_\_ Date 1-31 2019

Customer Blue Ridge Police Dept

Address \_\_\_\_\_

Phone #2 EXPLORER Terms: DUE ON RECEIPT

Quan.	Description	Amount
1	050-0800-00 Radar mount	25.00
1	050-0481-00 Speed cable	21.00
1	050-096-00 Windshield mount	9.00
1	24/7 Police video System	3300.00
1	NX-3720 Kenwood Radio	543.00
1	Prisoner Partition & Cargo Barrier	999.00
1	Jotto Desk Console w/ARM & CUP	499.00
1	CARSON 100 watt Siren	190.00
1	100 Watt Siren Speaker	129.00
2	3 TIR lights w/bracket	45.00 90.00
1	Whelen LED light bar	1149.00
1	17' Coax w/PL-259 NMO & Antenna	40.00
1	Go Rhino Bumper & Heavy Pit wrap	615.00
	Shop Supplies	40.00
	Labor	790.00
	Sub Total	
	Tax	
	- Crown V.c 2FAFP71V58X172017	8439.00

A 1 1/2% SERVICE CHARGE WILL BE ADDED TO ALL PAST DUE BALANCES 150.00

PLEASE PAY BY INVOICE • NO STATEMENT WILL BE SENT

SIGNATURE \_\_\_\_\_ #6939.00





# ETC Business Services



224 Dalton St.  
Ellijay, GA 30540  
p: 706.276.9899 f: 706.697.5689

## Quotation

TO: Alicia Stewart  
City of Blue Ridge

DATE: 2/6/2019

JOB

QTY.	PART #	ITEM DESCRIPTION	UNIT PRICE	LINE TOTAL
1		HP Zbook 14u G5 14" Mobile Workstation 8th Gen Processor	\$1,435.14	\$1,435.14
1		Brother Pocket Jet Printer	\$357.58	\$357.58
1		Brother USB cable and power adapter	\$56.55	\$56.55
1		Gamber Johnson Printer Mount for Brother Printer	\$281.53	\$281.53
1				\$0.00
<b>SUBTOTAL</b>				<b>\$2,130.80</b>
<b>SALES TAX</b>				
<b>TOTAL</b>				<b>\$2,130.80</b>

This is a quotation on the goods named, subject to the conditions, if any, noted below:

After-hours labor will be billed at \$125 per hour

-Any installation hours over the quoted amount will defer to contract hours.

To Accept please sign return: \_\_\_\_\_

PREPARED BY: Josh Hood

PHONE: 706-697-5541

E-MAIL: [joshh@ellijay.com](mailto:joshh@ellijay.com)

**Remit To:**  
 Appalachian Electronics, LLC  
 4191 East First St.  
 Blue Ridge, Ga. 30513

**Appalachian Electronics, LLC**  
 Phone: (706) 632-7276

**STATEMENT**  
**February 05, 2019**

**Customer:**  
 CITY OF BLUE RIDGE  
 480 WEST FIRST ST  
 BLUE RIDGE GA 30513

Account #	Status	Balance
10000022	OPEN	1000.00
Current	30 Days	60 Days
90 Days	120+	
1,000.00	0.00	0.00
0.00	0.00	0.00

Today: Feb 05, 19 ( Last Payment made to date: 500.00 : Oct 13, 18 )  
 Thanks for your business ! Our credit terms are NET 30 days. Prompt payments are greatly appreciated.

**All Current Transactions With Detail**

Date	Reference	Type	Description	Total
Feb 05, 2019	10183871	CHG	INVOICE <i>Phone Order</i> PO # 905 907 Received By: JOHNNY SCEARCE 100-MISC POLICE CRUISER DECAL 2 @ 500.00 1000.00 CRUISERS 905 & 907 BLACK REFLECTIVE ON GREY EXPLORERS	1000.00

Terms	Detail	Totals
A 1.50% per month finance charge is added to all account balances that exceed 30 days. Our terms are NET 30. To avoid these charges, pay promptly.	Charges and Debits	1000.00
	(Less) Payments & Credits	0.00
	<b>BALANCE</b>	<b>1000.00</b>

CITY OF BLUE RIDGE

Vendor: 2839 01/08/2019  
BLUE RIDGE NORTH GEORGIA FORD

018130  
18130

Invoice Number	Invoice Date	PO Number	Account Number	Description	Invoice Amount
010819	01/08/2019	28548	100-54-3200-2200	(2) 2019 FORD EXPLORE	26,478.00
			100-54-3200-2200	(2) 2019 FORD EXPLORE	26,478.00

52,956.00

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

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

UNITED COMMUNITY BANK  
4000 Appalachian Hwy  
Blue Ridge, GA 30513

64-946  
611

018130  
18130

PAY

FIFTY-TWO THOUSAND NINE HUNDRED FIFTY-SIX AND XX / 100

DATE  
01/08/2019

AMOUNT  
\*\*\*\*\*52,956.00

TO THE  
ORDER  
OF

BLUE RIDGE NORTH GEORGIA FORD  
P O BOX 1469  
BLUE RIDGE, GA 30513

CITY OF BLUE RIDGE  
OPERATING FUND

*[Signature]*  
AUTHORIZED SIGNATURE  
*[Signature]*  
AUTHORIZED SIGNATURE

⑈018130⑈ ⑈061112843⑈ 010 595 6⑈

CITY OF BLUE RIDGE

018130

Vendor:	Invoice Number	Invoice Date	PO Number	Account Number	Description	Invoice Amount
2839	010819	01/08/2019	28548	100-54-3200-2200	(2) 2019 FORD EXPLORERS	26,478.00
				100-54-3200-2200	(2) 2019 FORD EXPLORERS	26,478.00

CHECK AMOUNT: 52,956.00



# NORTH GA FORD

P.O. BOX 1469 • BLUE RIDGE, GA 30513 • 706-632-8900 • FAX 706-632-7324

NAME CITY OF BLUE RIDGE DATE 01/08/2019

ADDRESS 480 W FIRST ST RES. PHONE \_\_\_\_\_

CITY BLUE RIDGE STATE GA ZIP 305134678 BUS. PHONE (706)632-2091

CUSTOMER NO. 47626	STOCK NO. N79397	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR 2019	MAKE FORD TRUCK
-----------------------	---------------------	---	--------------	--------------------

MODEL EXPLORER	BODY STYLE 4 DR AWD	SERIAL NO. 1FM5K8AR4KGA79397	MILEAGE 17
-------------------	------------------------	---------------------------------	---------------

RECEIPT NO.	AMOUNT	DATE	INITIAL	PRICE OF VEHICLE	26478.00
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RECEIPT NO.	AMOUNT	DATE	INITIAL	NON-FACTORY ADDED EQUIPMENT	
-------------	--------	------	---------	-----------------------------	--

RECEIPT NO.	AMOUNT	DATE	INITIAL	TOTAL PRICE OF VEHICLE & EQUIPMENT	26478.00
-------------	--------	------	---------	------------------------------------	----------

				TRADE-IN ALLOWANCE	N/A
--	--	--	--	--------------------	-----

				TRADING DIFFERENCE	26478.00
--	--	--	--	--------------------	----------

				ADMINISTRATIVE FEE	N/A
--	--	--	--	--------------------	-----

<b>WHOLESALE</b>				SALES TAX	N/A
------------------	--	--	--	-----------	-----

<b>REMOVE</b>				TITLE FEE	N/A
---------------	--	--	--	-----------	-----

<b>REMOVE GA 30096</b>				TOTAL	26478.00
------------------------	--	--	--	-------	----------

				PAY OFF	N/A
--	--	--	--	---------	-----

				BALANCE	26478.00
--	--	--	--	---------	----------

				CASH DOWN	26478.00
--	--	--	--	-----------	----------

				REBATE	N/A
--	--	--	--	--------	-----

				AMOUNT FINANCED	N/A
--	--	--	--	-----------------	-----

TRADE YEAR	TRADE MAKE	TRADE MODEL	TRADE BODY STYLE & COLOR
------------	------------	-------------	--------------------------

TRADE SERIAL NO.	MILEAGE	TAG. NO.	STICKER NO.	EXP. DATE
------------------	---------	----------	-------------	-----------

INSURANCE CO.	PAYOFF OWED TO	ACCOUNT NUMBER
---------------	----------------	----------------

POLICY NO.	ADDRESS
------------	---------

AGENCY	PHONE NO.	AMOUNT OF PAYOFF
--------	-----------	------------------

PHONE NO.	CITY	DATE LAST PAID	PAYOFF GOOD UNTIL
-----------	------	----------------	-------------------

PERSON TALKED TO	DATE	TIME	YOUR INITIALS	PERSON TALKED TO	DATE	TIME	YOUR INITIALS
------------------	------	------	---------------	------------------	------	------	---------------

SALESMAN	APPROVED BY:	PURCHASER
----------	--------------	-----------

**HOUSE DEAL**

THIS ORDER IS NOT VALID UNLESS SIGNED & ACCEPTED BY DEALER



# NORTH GA FORD

P.O. BOX 1469 • BLUE RIDGE, GA 30513 • 706-632-8900 • FAX 706-632-7324

NAME CITY OF BLUE RIDGE DATE 01/08/2019

ADDRESS 480 W FIRST ST RES. PHONE \_\_\_\_\_

CITY BLUE RIDGE STATE GA ZIP 305134678 BUS. PHONE (706)632-2091

CUSTOMER NO. <b>47626</b>	STOCK NO. <b>N79398</b>	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED	YEAR <b>2019</b>	MAKE <b>FORD TRUCK</b>
------------------------------	----------------------------	---	---------------------	---------------------------

MODEL <b>EXPLORER</b>	BODY STYLE <b>4 DR AWD</b>	SERIAL NO. <b>1FM5K8AR6KGA79398</b>	MILEAGE <b>9</b>
--------------------------	-------------------------------	--	---------------------

RECEIPT NO.	AMOUNT	DATE	INITIAL	PRICE OF VEHICLE	<b>26478.00</b>
-------------	--------	------	---------	------------------	-----------------

RECEIPT NO.	AMOUNT	DATE	INITIAL	NON-FACTORY ADDED EQUIPMENT	
-------------	--------	------	---------	-----------------------------	--

RECEIPT NO.	AMOUNT	DATE	INITIAL	TOTAL PRICE OF VEHICLE & EQUIPMENT	<b>26478.00</b>
-------------	--------	------	---------	------------------------------------	-----------------

				TRADE-IN ALLOWANCE	<b>N/A</b>
--	--	--	--	--------------------	------------

				TRADING DIFFERENCE	<b>26478.00</b>
--	--	--	--	--------------------	-----------------

				ADMINISTRATIVE FEE	<b>N/A</b>
--	--	--	--	--------------------	------------

<b>WHOLESALE REMOVE</b>				SALES TAX	<b>N/A</b>
-------------------------	--	--	--	-----------	------------

<b>REMOVE GA 30096</b>				TITLE FEE	<b>N/A</b>
------------------------	--	--	--	-----------	------------

**ALL USED CARS SOLD AS IS - NO GUARANTEE**

I hereby acknowledge and accept the terms of this agreement and further certify the car I am trading in is free and clear of all liens and incumbrances (Bonded Titles, Salvage Titles, and Flood History) except as otherwise stated herein.

Signature \_\_\_\_\_

Any warranties on the item/items sold hereby are those made by the manufacturer. The seller, Blue Ridge North GA Ford, expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and Blue Ridge North GA Ford neither assumes nor authorizes any person to assume for it any liability in connection with the sale of this item/items.

Signature \_\_\_\_\_

PERSON TO TALK TO	DATE	TIME	YOUR INITIALS	AMOUNT FINANCED	<b>N/A</b>
-------------------	------	------	---------------	-----------------	------------

TRADE YEAR	TRADE MAKE	TRADE MODEL	TRADE BODY STYLE & COLOR
------------	------------	-------------	--------------------------

TRADE SERIAL NO.	MILEAGE	TAG. NO.	STICKER NO.	EXP. DATE
------------------	---------	----------	-------------	-----------

INSURANCE CO.	PAYOFF OWED TO	ACCOUNT NUMBER
---------------	----------------	----------------

POLICY NO.	ADDRESS
------------	---------

AGENCY	PHONE NO.	AMOUNT OF PAYOFF <b>N/A</b>
--------	-----------	--------------------------------

PHONE NO.	CITY	DATE LAST PAID	PAYOFF GOOD UNTIL
-----------	------	----------------	-------------------

PERSON TALKED TO	DATE	TIME	YOUR INITIALS	PERSON TALKED TO	DATE	TIME	YOUR INITIALS
------------------	------	------	---------------	------------------	------	------	---------------

SALESMAN **HOUSE DEAL** APPROVED BY: SIGNED PURCHASER

## **Kelsey Ledford**

---

**From:** Rebecca Harkins  
**Sent:** Friday, February 8, 2019 4:31 PM  
**To:** Kelsey Ledford  
**Cc:** Donna Whitener  
**Subject:** Agenda  
**Attachments:** 20190208164113209.pdf; 20190208163949104.pdf

515 Dogwood Ln to Ballewtown water main replacement – needs on the agenda for next week. it has been listed on the Georgia Procurement website Bid# 6616010

The only quote I have so far is from Holloway trenching. I am attaching his quote and the bid listing for GPR. The total will be his \$18,000 plus the \$6985.03 for the Excavator to hammer the rock. So \$24.985.03

**Rebecca Harkins**  
**Utility Billing Supervisor**

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

**706-632-2091**  
**706-632-3278 fax**

6616010

Holloway Trenching, LLC  
40 Waterloo trl  
Morganton, GA 30560

# Estimate

Date 1/17/2019  
Estimate # 207

Name / Address
CITY OF BLUE RIDGE Becky Harkins

P.O. #  
Terms

Due Date 1/17/2019  
Other

Description	Qty	Rate	Total
The following Estimate is for Water main replacement at Hwy 515 and the assisted living building. Labor Only		0.00	0.00
8" D. I Pipe installed and bedded with gravel or sand	750	18.00	13,500.00
Erosion control , Final stabilization.	1	1,000.00	1,000.00
Install Fire Hydrant	1	500.00	500.00
Install Fittings, Bends, Concrete Blocking, Tie ins to main.	1	1,500.00	1,500.00
4 Man crew, Trackloader, Dumptruck, Operator for Hammer Per Day to excavate rock	1	1,500.00	1,500.00
Please Note this location is a VERY ROCKY site it is expected that at least 250 L.F will have to be Hammered with large excavator and hammer. I have attached rental rates for this equipment and above is a daily rate for my crew to operate equipment and dispose of large rock that can't be used as backfill on the new water main. Rental rates and fuel not included in Quote.		0.00	0.00
<b>Subtotal</b>			\$18,000.00
<b>Sales Tax (0.0%)</b>			\$0.00
<b>Total</b>			\$18,000.00

hollowaytrenching@hotmail.com

706-455-2597



# RENTAL RESERVATION

## # 165258145

BRANCH 11F  
309 CORPORATE PLACE  
CHATTANOOGA TN 37419  
423-414-3867

Job Site  
Address

BLUE RIDGE JOB  
480 W FIRST ST  
BLUE RIDGE GA 30513-4678

Office: 706-455-2597 Cell: 706-455-2597

HOLLOWAY TRENCHING LLC  
839 ADRA RD  
MORGANTON GA 30560-3529

Customer # : 1441575  
Reserved Date : 01/17/19  
Scheduled Out : 03/05/19 09:00 AM  
Estimated In : 03/12/19 09:00 AM  
UR Job Loc : 480 W FIRST ST, BLUE  
UR Job # : 4  
Customer Job ID:  
P.O. # : TBD  
Ordered By : JEFF HOLLOWAY  
Written By : ISRAEL RAMSEY  
Salesperson : ZACHARY BALLARD

This is not an invoice  
Please do not pay from this document

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9051060	EXCAVATOR 43000-49999#	998.00	998.00	2423.00	5679.00	2,423.00
1	9057050	EXCAVATOR BREAKER 5000#	981.00	981.00	2577.00	5385.00	2,577.00
Rental Subtotal:							5,000.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price		Unit of Measure		Extended Amt.
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	91.990		EACH		91.99
1	DELIVERY CHARGE		380.000		EACH		380.00
1	PICKUP CHARGE		380.000		EACH		380.00
Sales/Misc Subtotal:							851.99
Agreement Subtotal:							5,851.99
Rental Protection:							750.00
Tax:							383.04
Estimated Total:							6,985.03

COMMENTS/NOTES:

CONTACT: JEFF HOLLOWAY  
CELL#: 706-455-2597

THIS IS NOT A RENTAL AGREEMENT. THE RENTAL OF EQUIPMENT AND ANY OTHER ITEMS LISTED ABOVE IS SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S RENTAL AGREEMENT, WHICH MUST BE SIGNED PRIOR TO OR UPON DELIVERY OF THE EQUIPMENT AND OTHER ITEMS.



## AUTHORIZATION FOR PROFESSIONAL SERVICES

**CLIENT:** City of Blue Ridge  
Attn: Mayor Donna Whitener  
480 West First Street  
Blue Ridge, GA 30513  
Phone: 706-632-2091  
E-mail: [dwhitener@cityofblueridgega.gov](mailto:dwhitener@cityofblueridgega.gov)

**CONSULTANT:** Hayes, James & Associates, Inc.  
3830 E. First Street, Suite 1  
Blue Ridge, Georgia 30513

**REV. DATE:** February 12, 2019  
**PROJECT NO:** 18-639-C  
**PHASE:** 1

Page 1 of 5

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**RE:** ±30.0-acre Blue Ridge City Park Property located off of Mineral Springs Road in LL(s) 278 & 299, 8<sup>th</sup> District, 2<sup>nd</sup> Section, Fannin County, Georgia.

---

The CLIENT hereby requests and authorizes the CONSULTANT to perform Surveying Services described below and agrees to the terms thereof.

This Proposal, together with the Terms and Condition and Consultant's Standard of Care, make up the Agreement between Hayes, James & Associates, Inc. and the Client. *Before signing this Proposal, please read and understand the paragraphs, which deal with the allocation of risk between Client and Consultant.*

### **Basic Services:**

The CONSULTANT shall prepare the following:

I. Survey Information

A. Preparation of a Boundary Survey Worksheet for ±30.0-Acres

1. Research County public records for pertinent deeds and plats on referenced property and adjacent landowners.
2. Conduct a field survey to review the horizontal locations of boundary lines and all survey monumentation on the referenced site.
3. Verify all above ground improvements within the perimeter of the referenced property.
4. Show the following information on the Worksheet: flood zone classification and limits, building set-back lines, stream buffers and ownership of adjacent properties.
5. Verify the location of any visible utility lines such as: storm, sanitary sewer, water, power, etc.



6. Prepare a Boundary Worksheet, depicting all the above-described improvements and also the following items: site acreage and square footage; all improvements, references to pertinent deeds and plats found in any previous surveys.
7. The deliverable format will be in a worksheet format for planning purposes. This survey will not be to Georgia standards or for recording purposes.

B. Aerial Topographic Worksheet for ±25.0-Acres

Note: The CONSULTANT will enter into a contract with an Aerial Photographic Company to provide a two-foot aerial topographic map of this site.

1. Field locate and set control points, provided by the aerial photography firm, to establish topographic survey datum for the site.
2. Coordinate with the aerial photography firm to provide and obtain aerial topographic data and control for the site.
3. Prepare a boundary and topographic survey worksheet.

Note: Aerial topographic data is based on flight date flown on March 2008.

II. Conceptual Planning Phase

A. Conceptual Site Plan

1. Meet with the City to review the Boundary and Topographic information obtained by the CONSULTANT.
2. Prepare a Conceptual Site Plan for a maintenance building and parking area. Dimensions to be provided by the City.
3. Review the Conceptual Site Plan with the City.
4. Incorporate any comments into the final version of the Conceptual Site Plan.

Note: Our review will include review of design regulation that are applicable to this site in accordance with Fannin County Development Standards and general engineering requirements.

**Fee for Basic Services:** The CLIENT agrees to pay in accordance with the following:

CONSULTANT'S fee for the Basic Services will be a cost estimate amount based on the number of hours devoted to the project by each category of personnel assigned multiplied by their respective hourly charge rates. To help with budgeting for this project, a cost estimated fee has been established for each item described above in Basic Services portion not to exceed without a change in scope and/or the Clients prior authorization. The estimated fee is subject to renegotiation if the Basic Services are not authorized within thirty (30) days from the date of this Authorization.

I. Survey Information

A. Preparation of a Boundary/As-built Survey	\$ 5,200.00	Est. Fee
B. Aerial Topographic Base Sheet	\$ 3,200.00	Est. Fee
Sub-Total =	\$ 8,400.00	Est. Fee



II. Conceptual Planning Phase		
A. Conceptual Site Plan	\$ 1,500.00	Est. Fee
	<b>TOTAL = \$9,900.00</b>	<b>Est. Fee</b>

**Estimated Completion Time:**

The services, as described herein, shall be commenced promptly upon authorization by the CLIENT and shall be completed in a timely manner to facilitate completion of the Project on a schedule to be established by the CLIENT, and agreed to by the CONSULTANT.

However, it is understood that the CONSULTANT shall not be held liable or responsible to the CLIENT if the CONSULTANT is delayed in or prevented from performing his services, in whole or part, because of any cause or causes beyond the control of the CONSULTANT and not due to acts of the CONSULTANT including: acts of God, inclement weather conditions, floods, fires, acts of government, epidemics or failure of the CLIENT to fulfill any of his or her responsibilities.

**Authorization**

CONSULTANT will commence the services immediately upon receipt of signed authorization.

**Additional Services**

In the event the CLIENT issues instructions to the CONSULTANT to perform certain additional services on the project beyond the Basic Services, the CLIENT agrees to pay and the CONSULTANT agrees to accept a mutually agreeable fee negotiated between the parties prior to commencement of work, plus any reimbursable expenses.

**Payments**

The Client will be invoiced at the end of each phase. All invoices are due and payable upon receipt. Any invoice is considered past due if unpaid thirty (30) days after date of invoice. If payment is not made within thirty-one (31) days after the billing date, the CONSULTANT reserves the right to suspend services under this authorization until all invoices are paid in full. Interest will be charged at the rate of 1.5% per month on the unpaid principal amount due and payable for thirty (30) days or more.

**Termination**

This Agreement may be terminated by the CLIENT by ten (10) days written notice. Outstanding fees for any services performed up to and including date of termination shall be due and payable upon effective date of termination.



### **Consultant's Standard of Care**

As reasonably required by CLIENT, the CONSULTANT will secure and maintain such insurance as will protect it from claims under workmen's compensation acts, (including claims for damages because of bodily injury, sickness, disease or death of any of his employees) and from claims for damages because of injury or death to any other person; and from claims for damages because of injury to or destruction of tangible personal property, including loss of use resulting therefrom.

In addition, the CONSULTANT shall obtain and maintain an insurance policy against professional liability claims with a minimum annual limit of \$1,000,000 per claim and \$1,000,000 aggregate. The CONSULTANT will provide the CLIENT with evidence of such insurance upon request during the term of this Agreement.

### **Terms and Conditions**

All documents received by the CONSULTANT from the CLIENT, including original drawings, estimates, specifications, contract documents, field notes and data are and remain the property of the CLIENT to be used by the CONSULTANT as instruments of service. All documents generated by CONSULTANT, including original drawings, estimates, specifications, contract documents, field notes and data are and remain the property of the CONSULTANT to be used by the CONSULTANT as instruments of service. The CLIENT may for the cost of copying obtain set(s) of reproducible record prints of drawings and copies of other documents in consideration of which the CLIENT will use them solely in connection with the project(s), provided CONSULTANT has been paid in full for his services.

The deliverable under this agreement shall be electronic reviews and/or any calculations, estimates or reports associated with them. The CLIENT understands that the files are for plan review and should not be used for construction design purposes. The CONSULTANT does not guarantee the electronic files match actual field conditions.

This Agreement constitutes the entire understanding between the CLIENT and CONSULTANT and may be modified only by a written instrument duly executed by the parties hereto.

This Agreement is governed by the laws of the State of Georgia.

The CLIENT employs the CONSULTANT as an independent contractor and not an employee or agent of the CLIENT.



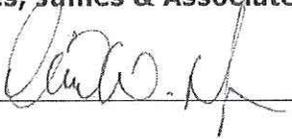
If this agreement is acceptable to you and you wish to authorize our firm to proceed, please execute in the space provided and return one copy to our office. This agreement will then become a binding agreement between **City of Blue Ridge** and **Hayes, James & Associates, Inc.** and can be modified only by written amendment agreed to and executed by both parties.

We greatly appreciate the opportunity to provide you with this agreement and look forward to working with you on this important project.

Please sign in the space provided and return one original copy to our office.

**Hayes, James & Associates, Inc.**

**City of Blue Ridge**

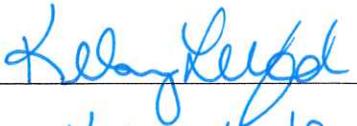
By: 

By: 

Name/Title: Reid W. Dyer, R.L.A.  
Vice President

Name/Title: Donna Whitener Mayor

By: 

Attest: 

Name/Title: Bruce W. Hamilton, R.L.S.  
Survey Principal

Name/Title: Kelsey Ledford City Clerk

Revised Date: February 12, 2019

Date: February 12, 2019

## City of Blue Ridge

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

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
March 12, 2019 at 6:00 p.m.

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

Absent: 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 Kenneth Gaddis offered a word of prayer followed by the Pledge of Allegiance.

3) Approval of Minutes from Previous Meeting:

a) Council Member Rhonda Haight made a motion to approve the February 12, 2019 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

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

Council Member Nathan Fitts made a motion to approve the agenda as presented. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

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

5) Cesar Martinez—Blue Ridge Business Association/Sidewalks:

Mr. Martinez presented the 2019 BRBA Walking Map and requested the City install sidewalks on East Main Street past Mountain Street.

## City of Blue Ridge

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6) Pam O'Dell—Short-Term Rentals:

Ms. O'Dell read part of a prepared letter written by the President of Short Term Rental Owners Association of Georgia (attached). She was unable to read the entire letter due to time restraints but submitted the letter for record.

7) Chris Gay—Short-Term Rentals:

Mr. Gay was not present.

8) Nancy Zimmerman—Zoning:

Mrs. Zimmerman was not present.

9) Mike Sullivan—Soap Box Derby:

Mr. Sullivan announced the first annual Blue Ridge Soap Box Derby to be held on April 27<sup>th</sup> at the Fannin County Middle School.

### **Second Public Hearing for Rezoning Requests:**

10) Russ Stevenson, 65 Depot Street, Proposed R3 from R1:

a) Allow Applicant 10-Minutes to Present His or Her Case:

Applicant Russel Stevenson briefly explained his request for rezoning in order to develop townhomes.

b) Allow Opposing Parties 10-Minutes Collectively to Present His or Her Case:

There was none.

c) Planning Commission Recommendation from First Public Hearing on March 5, 2019:

Mayor Donna Whitener read the Planning Commission's recommendation (attached).

d) Minor Land Use Map Amendment (First Reading):

Mayor Donna Whitener read the first paragraph of the Minor Land Use Map Amendment (attached).

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

11) Parking Lease Extension with Blue Ridge Hotel, LLC:

Council Member Nathan Fitts made a motion to extend the lease with Blue Ridge Hotel, LLC thru June 30, 2019 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

## City of Blue Ridge

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### **Purchasing Approvals:**

#### 12) Server for City Hall:

The Council was provided an email from Office Supervisor Barbie Gerald requesting that they approve a new server for City Hall in the amount of \$16,353.75; her email is attached. Council Member Nathan Fitts made a motion to table the topic contingent upon the City's programs being backed up. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

#### 13) Windy Ridge Paving:

The Mayor and Council were presented two bids for paving Windy Ridge. The Council discussed whether the City should pave to the city limit sign or to the end of the road. There were questions due to Windy Ridge becoming the City's responsibility in the 2017 update of the Service Delivery Strategy between Fannin County and the three Cities. The Council decided to only pave to the city limit sign. If Zoning, Land Development and Project Manager Jeff Stewart determined that the City is responsible for the entire road then they could call a special called meeting to approve the additional paving. Council Member Nathan Fitts made a motion to approve the bid amount of \$76,804.35 plus an additional \$1,800 for stripping from Johnson Paving (attached). The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried. A second bid was received by Colwell Construction Company.

#### 14) Appalachian Fence Labor for Pump Station Fencing and Change:

The Mayor and Council were presented with a quote for labor in the amount of \$4,578 from Appalachian Fence for the Pump Station Fencing approved at the February 12, 2019 Council Meeting. Council Member Rhonda Haight made a motion to approve the labor as quoted. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

#### 15) Material for Water Line Replacement on Hwy 515 at Ballewtown Road Intersection:

The Mayor and Council were presented with two quotes for material for the Water Line Replacement project on Hwy 515 at Ballewtown Road intersection, which was approved at the February 12, 2019 Council Meeting. Council Member Nathan Fitts made a motion to approve the quote from Core & Main in the amount of \$14,044.35 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

## City of Blue Ridge

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

#### 16) Way Finding Signs:

Cindy Trimble was present with Gary Godby to present the cost for way finding signs that were proposed at a previous Council Meeting. She outlined which signs were priority and provided a draft proposal for placement as well as a price sheet for each type of sign (attached).

#### 17) Executive Session (if needed)—Personnel:

Council Member Nathan Fitts made a motion to close the meeting for an executive session for the purpose of discussing personnel. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to open the meeting from an executive session. The motion was seconded by Council Member Robbie Cornelius. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to take Derrick Callihan off probation. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to raise Vance Allen's pay to \$14.00 per hour, starting this pay period. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to take Jeryl Fortenberry off probation and to give him an additional \$0.25 per hour raise. The motion was seconded by Council Member Robbie Cornelius. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to extend Phillip Hammond's probation period. The motion was seconded by Council Member Robbie Cornelius. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to hire Benjamin Graham as a full-time police officer. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to contract Mike Sullivan as the City's Information Specialist at a rate of \$400 per month. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-1; Council Member Kenneth Gaddis opposed. Motion carried.

## City of Blue Ridge

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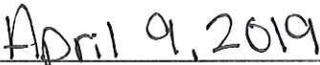
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18) Adjournment:

Council Member Rhonda Haight made a motion to adjourn the meeting. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Meeting adjourned.

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

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

  
\_\_\_\_\_  
Approved



Who we are:

Short Term Rental Owners Association of Georgia

STROAG

We represent property owners and their right (in accordance with the Georgia Constitution) to utilize their property in any manner consistent with its general intended use.

We are aware that representatives of the city spoke with members of the Blue Ridge Lodging Association. They represent STR managers not owners.

We can only presume that the contributions they made to the ordinance have been provided with full permission from the owners of the homes they manage.

We are formally requesting that those contributions be identified (on a 'markup' copy of the ordinance). This is standard practice for the development of any bill or potential ordinance and serves as record of the contributions of all parties.

*Our Purpose and Desire is to work in communities to build relationships with neighbors, leaders, and business owners to expand economies and preserve a sense of place.*

We develop methods of STR self-regulation to prevent, resolve, and address **verifiable** complaint and problems.

Wherein this cannot be done, we work with local leaders to create remedies for verified problems.

What we expect of small governments:

That any problems/complaints be verifiable, well documented, and chronicled in order to serve as evidence for government action and data-driven positive change.

An opportunity to participate in the development or change of any ordinance or policy and to have full information at least 5 days before any substantive change in order to communicate to our members and

None of that has happened here.

Regarding the current ordinance:

We consider this ordinance an extreme violation of private property rights. What it essentially does is restrict the property rights of owners outside the central business district (CBD). This impacts a lot of homeowners. Given the nature and extent of this 'taking' of private property rights, common decency and good government would, at minimum, require the city to: (and we are formally requesting)

1. State, in writing why this is necessary. Specifically, provide us with evidence for this need including complaints, 911 calls, etc. etc.
2. Advertise in the local organ that this is going to be done. This should include a street address map of the city limits demarcating the CBD

3. Notify all residents outside the CBD of this change and the removal of their property rights (by letter).
4. Allow residents 30 days from the post date of the letter for residents to respond to the 'taking' of this right.

We plan to have a 3<sup>rd</sup> Blue Ridge STROAG meeting in regard to the city's ordinance in which a 'markup' will be prepared and provided to the council, the legislative delegation, and the local organ. This is our process.

We will then schedule a meeting in which the mayor and council can go over verified problems and we will provide solutions. This meeting should be held after a reading of the current ordinance.

Should the council decide to change the ordinance, we will expect to be notified via our Executive Director, Pam O Dell to the email: [pam.o.dell@cityofblue-ridge.com](mailto:pam.o.dell@cityofblue-ridge.com).

Thank you for your service and we look forward to working together,

Steve Guello, President- STROAG

# City of Blue Ridge

480 West First Street

•

Blue Ridge, Georgia 30513

•

(706) 632 - 2094

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To: The Mayor and Council, the City of Blue Ridge, Georgia

From: The Planning Commission, the City of Blue Ridge, Georgia

The Blue Ridge Planning Commission held a public hearing on your behalf on March 5, 2019. The purpose of the hearing was to consider the request of Russel Stevenson to rezone a tract of land from R1 (Low Density Residential) to R3 (High Density Residential). The property is located at 65 Depot Street.

The property map and parcel number of the subject property is BR02 258 and contains +- 0.38 acres.

After a review of the request as presented by the applicant or his/her representative, and the staff analysis as prepared by the Zoning Department, the Planning Commission recommends the subject property be rezoned from the present classification R1 to R3.

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

Kelsey Ledford

Secretary for the Planning Commission

The City of Blue Ridge

FIRST READING March 12, 2019

ADVERTISED \_\_\_\_\_

PASSED \_\_\_\_\_

AN ORDINANCE NO. BR2019-05

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING A TRACT OR PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCELS BR-02 258 OWNED BY RUSSELL STEVENSON AND BEING APPROXIMATELY .38 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE PLAT AND WARRANTY DEED WHICH ARE ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM R-1 (Low Density Residential) TO R-3 (High Density Residential), WITHOUT CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**BE IT ORDAINED** by the City Council of Blue Ridge, Georgia as follows:

**SECTION 1**  
**ZONING IMPOSED WITHOUT CONDITIONS**

That from and after the passage of this ordinance the following described parcel within the City of Blue Ridge shall be rezoned and so designated on the zoning map of the City of Blue Ridge as R-3 (High Density Residential) and subject to all requirements of said new zoning category, being designated as tax parcel BR02 258 and as described on the attached plat and warranty deed, currently owned by Russell Stevens and being approximately .38 acres, with the following conditions:

Conditions:

(1) None

Legal Description:

The legal description of the above-referenced property, which is being rezoned from R-1 to R-3, is as follows:

All that tract and parcel of land being approximately .38 acres and lying and being within the City of Blue Ridge, Fannin County, Georgia, and owned by Russell Stevenson, and more particularly described on the plat and warranty deed which are attached hereto and incorporated by reference hereof, into this legal description.

**SECTION 2:**  
**REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT**

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

**SECTION 3.**  
**SEVERABILITY**

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

**SECTION 4.**  
**AMENDMENT TO THE ZONING MAP**

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

**SECTION 5.**  
**EFFECTIVE DATE**

The effective date of 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 and passed by a majority of the City Council, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**BLUE RIDGE CITY COUNCIL**

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

Attest:

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

Return Recorded Document to:  
WYNDHAM AND ASSOCIATES ID #58-2199888  
2460 E. FIRST STREET  
SUITE B-6

BLUE RIDGE, GA 30513

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FANNIN

File #: 1604-07

This Indenture made this 10th day of May, 2016 between RUTH ALLEN, of the County of, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and RUSS STEVENSON, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 8TH DISTRICT AND 2ND SECTION OF FANNIN COUNTY, GEORGIA, BEING PART OF LAND LOT NO. 278, AND LOCATED IN THE CITY OF BLUE RIDGE, GEORGIA, AND FULLY DESCRIBED IN A DEED FROM J. D. PARKS TO G. W. MCAFEE, AND RECORDED IN BOOK "U" AT PAGE 454, FANNIN COUNTY, RECORDS ON JANUARY 15, 1906; ALSO A PART OF TOWN LOT NO. 1, IN BLOCK NO. 2, OF THE COLLEGE ADDITION TO THE CITY OF BLUE RIDGE, MAKING A PARCEL OF LAND CONVEYED EIGHTEEN AND ONE-HALF FEET FRONT AND EXTENDING BACK 100 FEET, FIFTEEN AND ONE-HALF FEET ACROSS THE BACK. THIS PROPERTY FRONTS DEPOT STREET A DISTANCE OF 118.5 FEET.

THE ABOVE DESCRIBED PROPERTY IS KNOWN AS THE W.R. YORK HOME PLACE PROPERTY.

BEING THE PROPERTY CONVEYED BY THE AUTHORITY GRANTED IN THAT FINAL ORDER GRANTING LEAVE TO SELL REAL AND/OR PERSONAL PROPERTY AT PRIVATE SALE, SAID ORDER ISSUED FEBRUARY 5, 1996, BY THE PROBATE COURT OF FANNIN COUNTY, GEORGIA.

BEING A PORTION OF SAID PROPERTY CONVEYED TO LEWIS ALLEN AND RUTH ALLEN FROM JEAN E ARP AND JAMES L DAVENPORT, DATED FEBRUARY 23, 1996, RECORDED FEBRUARY 26, 1996, IN DEED BOOK 240, PAGE 723, FANNIN COUNTY RECORDS.

MAP PARCEL #BR02 258

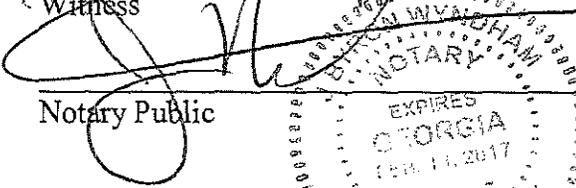
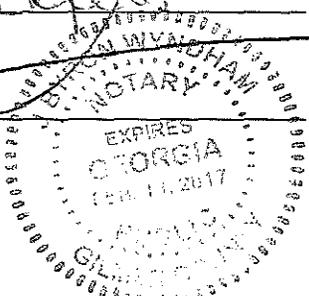
This Deed is given subject to all easements and restrictions of record, if any.

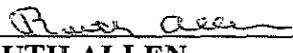
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

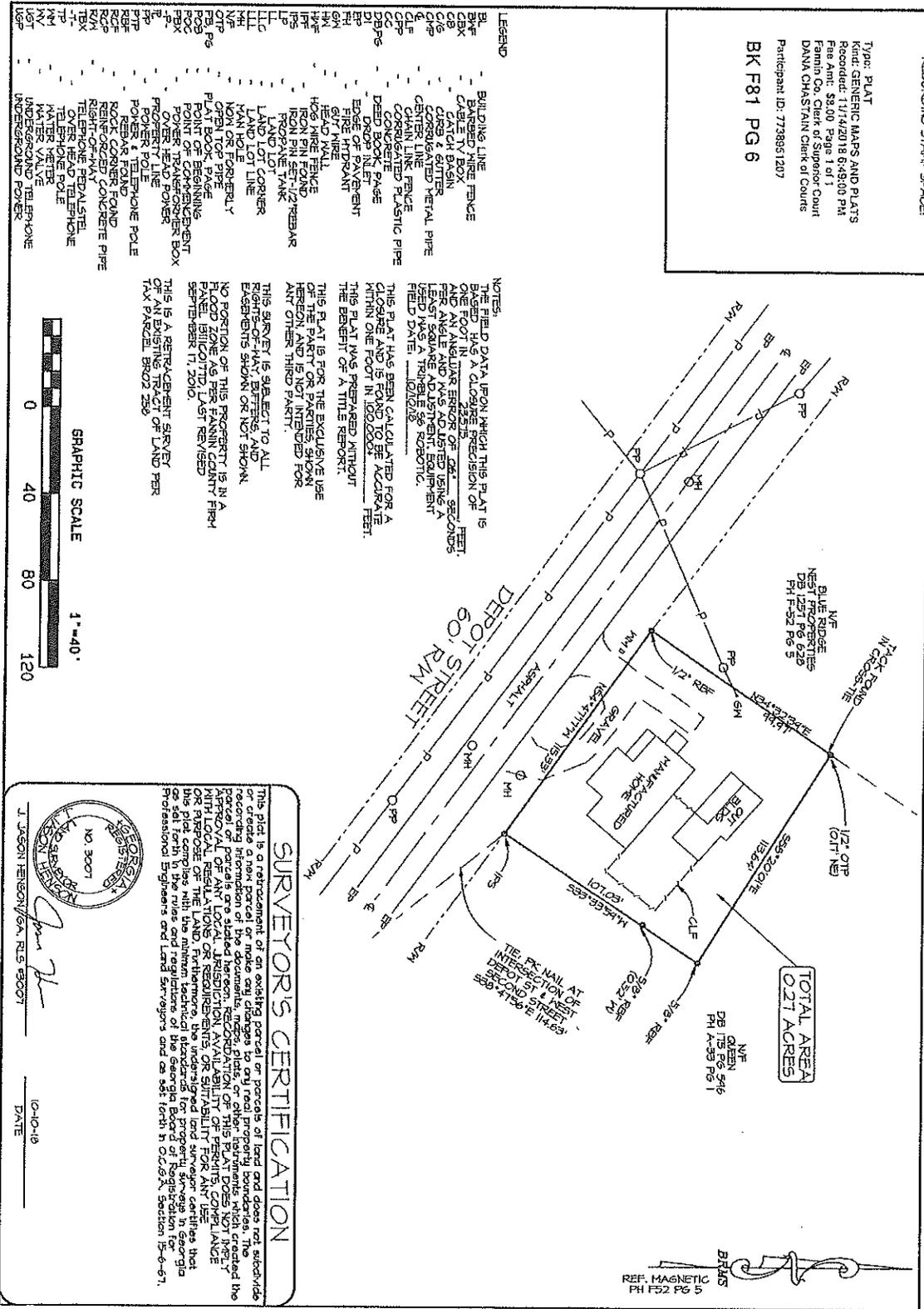
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness  
  
Notary Public  


  
RUTH ALLEN (Seal)

\_\_\_\_\_  
(Seal)



<p>NO. 3007</p> <p>J. JASON HENSON/GA. RL.S. 82007</p> <p>10-10-18</p> <p>DATE</p>	<p><b>RETRACEMENT SURVEY FOR:</b></p> <p><b>RUSS STEVENSON</b></p> <p>LOCATED IN LAND LOT 270,          6th DISTRICT 2ND SECTION          FANNIN COUNTY, GEORGIA</p>	<p><b>Blue Ridge Mountain Surveying</b></p> <p>PO BOX 803          BLAIRSVILLE, GA 30514          706.697.7900</p> <p>BRMS</p>
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**LEASE AGREEMENT  
(Blue Ridge, Georgia)**

County of Fannin  
STATE OF GEORGIA

This lease agreement (this "Lease") made and entered into as of the 12 day of March, 2019 by and between BLUE RIDGE HOTEL, LLC., a Georgia Limited Liability Company ("Landlord") and THE CITY OF BLUE RIDGE, GEORGIA, Georgia municipal corporation, ("Tenant").

**W I T N E S S E T H:**

**WHEREAS**, Landlord is the owner of a certain tract or parcel of land as more particularly described in Exhibit "A" hereto, said property, together with all improvements thereon, located at 50 West Main Street, Blue Ridge, Georgia 30513 a/k/a the "Old Temple Baptist Church" ("Premises");

**WHEREAS**, Tenant desires to lease the Premises from Landlord and Landlord is willing to lease the Premises to Tenant on the terms and conditions set forth in this Lease; and

**WHEREAS**, as provided in Section 6.30 of the City of Blue Ridge Charter, the City Council of the City of Blue Ridge, Georgia has approved Tenant to validly enter into said lease agreement;

**NOW, THEREFORE**, for and in consideration of the Premises and the acts to be performed by the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties do hereby agree each with the other as follows:

1. **PREMISES LEASED.** Landlord does hereby agree to lease to Tenant, and Tenant does hereby agree to lease from Landlord, at the rent and upon the terms and conditions hereinafter set forth, the Premises during the term hereof.
2. **PURPOSE.** The Premises shall be used by Tenant for the parking of vehicles only.
3. **TERM.** The initial term of this Lease shall be from January 1<sup>st</sup>, 2019 until June 30, 2019 or sooner at the sole discretion of Landlord with ten days written notice. However, in no event will this lease be terminated prior to May 15, 2018. Upon termination of this Lease, Tenant shall be provided reasonable time and access to remove any collection boxes/machines on the Premises.
4. **RENT.** Tenant agrees to pay to Landlord as rental for the use of the Premises during the term of this Lease fifty percent (50%) of the monies collected as parking fees during the Term. This amount shall be calculated each month by deducting reasonable expenses relating to operation of the parking lot (costs to buy collection machine/box, etc.) which will then provide a net collection amount. Tenant will then pay Landlord fifty percent (50%) of said net collection amount to Landlord as the sole rent due for use of the Premises. Tenant agrees to maintain records accounting for these funds as set forth above and will make said records available for review by Landlord with reasonable notice.

5. **TAXES.** Landlord shall be responsible for all ad valorem property taxes and other assessments levied against the Premises during the term of this Lease and which are due and payable during the term of this Lease.
6. **INSURANCE.** Tenant agrees that it will maintain its current liability insurance coverage, will provide the same coverage for the use of the Premises and will notify the appropriate insurer to include the parking lot operations on the Premises as a covered activity. Any claims on insurance that arise out of Tenant's use of the Premises for parking vehicles shall be Tenant's responsibility to address and/or resolve. Nothing in this Paragraph or Lease shall be considered a waiver of sovereign or qualified immunity by the City of Blue Ridge, its Mayor or Council or any of its employees. Landlord will not cancel, or allow to lapse, any liability insurance Landlord currently maintains.
7. **MAINTENANCE AND LOGISTICS.** Tenant agrees it will be responsible for maintenance needed to perform the parking lot operation on the Premises. To the extent this includes the metal cable being utilized as a fencing device, Tenant agrees said cable to be within the definition of needed maintenance. In addition to fencing, tenant will also maintain the current landscaping and lawn cutting to maintain the Premises for its intended use. However, in no event, shall the Tenant be required to pave or re-pave areas of the Premises or re-paint or re-stripe individual parking spaces on the Premises. Tenant further agrees to be responsible for the logistics of operating the parking lot and collecting the monies charged.
8. **REPRESENTATIONS BY LANDLORD.** Landlord represents and warrants to Tenant that to Landlord's knowledge, the Premises are currently in material compliance with all applicable laws, rules, regulations and codes, including, not limited the Americans with Disabilities Act as well as all laws, rules, regulations and codes governing hazardous wastes and hazardous substances. Moreover, Landlord represents and warrants to Tenant that it knows of no material defect in the structure of the improvements located on the Premises which would in any way inhibit its use as a parking lot and that all utilities which would reasonably be required for such use are available to the Premises.
9. **LEASE CONTAINS ALL AGREEMENTS.** It is expressly understood and agreed by and between any parties hereto that this Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the promises, agreements, conditions and understandings between Landlord, or Landlord's agents, and Tenant relative to the Premises, and that there are no promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein. All prior leases between Landlord and Tenant respecting the Premises or any portion thereof shall be terminated as of the effective date of this Lease, whereupon the terms and conditions of this Lease shall govern all rights and obligations of the parties with respect to the Premises. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.
10. **PARTIES BOUND.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties. The word "his" and "him" and "her", wherever stated herein shall be deemed to refer to the "Landlord" and "Tenant" whether such Landlord and Tenant be singular or plural and irrespective of gender. No rights, however, shall inure to the benefit of any assignee of Tenant or Landlord unless the assignment to such assignee is either permitted hereunder or has been approved by the other party in writing.

11. **NOTICES.** Except for legal process which may also be served as by law provided, all notices required or desired to be given with respect to this Lease shall be in writing and shall be deemed to have been given when emailed with confirmed receipt, hand delivered or three (3) days after deposited, postage prepaid, with the United States Postal Service (or its official successor), certified, return receipt requested, properly addressed as follows:

To Landlord: Blue Ridge Hotel, LLC  
Tom Huegel, Managing Member  
3075 Gant Quarters Circle  
Marietta, GA 30068  
Email: huegeltj@gmail.com  
Tel: 770/595-1040

with a copy to:

To Tenant: Mayor Donna Whitener  
City of Blue Ridge, Georgia  
480 West First Street  
Blue Ridge, Georgia 301513  
[dwhitener@cityofblueridgega.gov](mailto:dwhitener@cityofblueridgega.gov)  
(706) 632-2091

with a copy to: James A. Balli, City Attorney  
Sams, Larkin, Huff & Balli, LLP  
376 Powder Springs Street, Suite 100  
Marietta, Georgia 30066  
[jballi@slhb-law.com](mailto:jballi@slhb-law.com)  
678-594-2205

Such addresses may be changed from time to time by either party by notice to the other.

12. **BROKERS.** Landlord and Tenant each represents and warrants to the other that no broker, agent, commission salesman or other person has represented the warranting party in the negotiations for and procurement of this Lease and of the Premises, that no other commissions, fees or compensation of any kind are due and payable in connection herewith to any other person or entity. Each party further warrants that any compensation arrangement with the parties excepted from the foregoing warranty has been reduced to writing in its entirety in a separate agreement signed simultaneously with or before this Lease by the party against whom the commission or compensation is charged.

13. **SEVERABILITY.** If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the amount of Rent payable hereunder is thereby decreased, in which event Landlord may terminate this Lease.

14. **CAPTIONS.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

15. **SUCCESSORS AND ASSIGNS.** The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective permitted successors, heirs, legal representatives and assigns.

16. **STATE LAW.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Lease.

17. **TIME IS OF THE ESSENCE.** Except as otherwise specifically provided herein, time is of the essence of this Lease.

18. **EXECUTION.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and be admissible into evidence or used for any purpose without the production of the other counterparts.

19. **FORCE MAJEURE.** Either party hereto shall be excused from the performance of any of its obligations for the period of any delay resulting from any cause beyond its control, including, without limitation, all labor disputes, governmental regulations or controls, fires or other casualties, inability to obtain any material or services, or acts of God.

20. **PEACEFUL POSSESSION.** So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the term of this Lease peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written.

**LANDLORD:**

**TENANT:**

**BLUE RIDGE HOTEL, LLC**

**CITY OF BLUE RIDGE, GEORGIA**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
By: Honorable Donna Whitener  
Its: MAYOR

**APPROVED PER CHARTER  
SECTION 6.30**

\_\_\_\_\_  
By: James A. Balli  
Its: City Attorney

Doc ID: 002238600005 Type: WD  
Recorded: 12/19/2017 at 12:39:00 PM  
Fee Amt: \$1,343.00 Page 1 of 5  
Transfer Tax: \$1,325.00  
Fannin Co. Clerk of Superior Court  
DANA CHASTAIN Clerk of Courts  
BK **1235** PG **74-78**

Prepared by:

KPPB Law  
Kirtan Patel, Esq.  
One Lakeside Commons, Suite 800  
990 Hammond Drive, NE  
Atlanta, Georgia 30328  
File Number: 4659.003

After recording, return to:

Republic Commercial Title Company  
Attn: Rayan-Hart Culberson  
6111 Peachtree Dunwoody Road, Bldg. D  
Atlanta, Georgia 30328  
RCTC170135

STATE OF GEORGIA  
COUNTY OF Fulton

**LIMITED WARRANTY DEED**

THIS INDENTURE is made this 30<sup>th</sup> day of November, 2017, by and between **TEMPLE BAPTIST CHURCH, INC.**, a Georgia not-for-profit corporation (hereinafter called "Grantor"); and **BLUE RIDGE HOTEL, LLC**, a Georgia limited liability company (hereinafter called "Grantee"). The words "Grantor" and "Grantee" include the neuter, masculine and feminine genders, and the singular and the plural.

**WITNESSETH:**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) in hand paid to Grantor by Grantee at or before the execution, sealing and delivery hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey, and confirm unto Grantee, and the successors, legal representatives

and assigns of Grantee, all that certain real property lying and being in Fannin County, Georgia, located at 50 W. Main Street, Blue Ridge, Georgia 30513, being more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD said real property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of Grantee forever, in fee simple; and

GRANTOR SHALL WARRANT and forever defend the right and title to said real property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the matters set forth on Exhibit "B", attached hereto and incorporated herein by this reference.

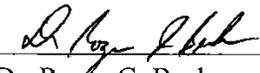
[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused its duly authorized representative to execute this indenture, to affix its seal hereto and to deliver this indenture to Grantee, all the day and year first written above.

Signed, sealed and delivered  
in the presence of:

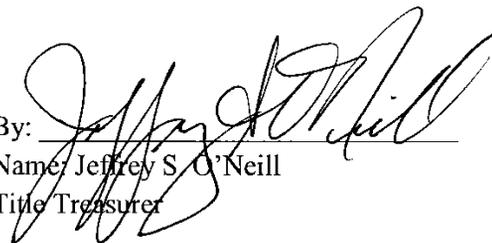
**GRANTOR:**  
TEMPLE BAPTIST CHURCH, INC.  
a Georgia not-for-profit corporation

  
\_\_\_\_\_  
Unofficial Witness

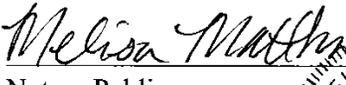
By:   
\_\_\_\_\_  
Name: Dr. Roger G. Beck  
Title: Chief Executive Officer

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Notary Seal)

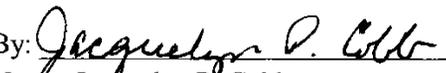


By:   
\_\_\_\_\_  
Name: Jeffrey S. O'Neill  
Title: Treasurer

  
\_\_\_\_\_  
Unofficial Witness

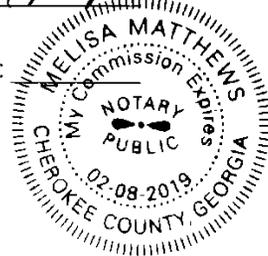
  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Notary Seal)



By:   
\_\_\_\_\_  
Name: Jacquelyn P. Cobb  
Title: Secretary

  
\_\_\_\_\_  
Unofficial Witness

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
(Notary Seal)



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**TRACT 1:**

All that tract or parcel of land lying and being in the City of Blue Ridge, Fannin County, Georgia, and being City Lot No. 8 and 9 and a parcel of land not numbered in the J. M. Slate addition to said city, described as follows, to-wit:

BEGINNING 100 ft. Northeast of Slate Avenue of West Main Street and running with West Main Street to the corner of said street and Slate Avenue, a distance of 100 ft.; thence with Slate Avenue to Grady Street or Sugar Creek Road; thence with said street in a Northeasterly direction 98 ft. to the Cook property; thence in a straight line in a Southeasterly direction to the BEGINNING POINT; being parts of Lot of Land No. 278 and 279 in the 8<sup>th</sup> District and 2<sup>nd</sup> Section of Fannin County, Georgia.

The above described property is the same as that conveyed by warranty deed from Mrs. A. S. J. Hall to Siddie Hipp.

**TRACT 2:**

All that tract or parcel of land lying and being in the City of Blue Ridge, County of Fannin, and being City Lot No. 8 and 9 and a parcel of land lot numbered in the J. M. Slate addition to the city described as follows, to-wit: COMMENCING on the Northeast corner of the Henry line; thence running West 175 ft.; thence running South 45 feet; thence running East 175 ft.; thence running North to the BEGINNING POINT.

The above described property is the same property conveyed by warranty deed with rights of survivorship from Mary Emma Hip Styles to Mary Emma Hipp Styles and Stephen J. Styles. Mary Emma Hipp Styles is deceased, thereby placing full and complete title in the grantor herein, Stephen J. Styles.

**TRACT 3:**

All that tract or parcel of land lying and being in Land Lot 279 of the 8<sup>th</sup> District, 2<sup>nd</sup> Section of Fannin County, Georgia, being in the City of Blue Ridge more particularly described in the Plat of Survey made by Lucius Grant, Registered Surveyor No. 889 dated February 20, 1959 and recorded in the office of the Clerk of the Superior Court of Fannin County, Georgia and being more particularly described as follows:

BEGINNING at the northeast corner of Slate Street and Georgia State Highway No. 5 at an iron pin located on the eastern side of said highway; thence, running North 31 degrees 15 minutes East along said highway a distance of 115 feet to an iron pin; thence, South 56 degrees 30 minutes East a distance of 75 feet to an iron pin; thence, South 31 degrees 15 minutes West a distance of 115 feet to an iron pin on the north side of Slate Street; thence, North 57 degrees 00 minutes West a distance of 75 feet along Slate Street to the iron pin at the POINT OF BEGINNING; together with all improvements located thereon.

**EXHIBIT "B"**  
**PERMITTED EXCEPTIONS**

1. All ad valorem real estate property taxes for the year 2018 and subsequent years not yet due and payable.
  
2. The following matter of survey as shown on that ALTA/NSPS Retracement Survey for Blue Ridge Hotel, LLC, a Georgia limited liability company, Athens Federal Community Bank, its successors and/or assigns as their interest may appear, and Chicago Title Insurance Company for the property in Land Lot 279-8<sup>th</sup> District, City of Blue Ridge, 2<sup>nd</sup> Section-Fannin county, Georgia, dated November 30, 2017, by Brian D. Dobbins, G.R.L.S. No. 3167:
  - a. Fire hydrant in the southeastern corner of caption.
  - b. Power line located in the southwestern corner of caption.
  - c. Utility line located along the southwestern property line.
  - d. Power line and power pole located in the northern portion of caption.
  - e. Power pole located in the southeastern portion of caption.

## Kelsey Ledford

---

**From:** Barbie Gerald  
**Sent:** Tuesday, March 5, 2019 12:01 PM  
**To:** Donna Whitener; Harold Herndon; Rhonda Haight; Nathan Fitts; Kenneth Gaddis; Robbie Cornelius; Kelsey Ledford; Jeff Stewart  
**Subject:** New Server info  
**Attachments:** 20190305111319169.pdf; 20190305111751883.pdf

I wanted to make sure that everyone was aware of some issues we have been experiencing with our server and internet at the City Hall. All computers and all programs seem to be running really slow and freeze up often, causing you to have to shut down your computer and restart the program. For several months now, we have had Josh Hood with ETC troubleshooting thinking it was a problem with our internet. We have upgraded our anti-virus software, firewall, switch and doubled the internet speed. With all these changes, we are still having issues. We have also gotten with Bradley Perry with Harris regarding SmartFusion (our Utility program company) and the issues that the freezing up is causing on that program. He informed us the age of our server was probably our issue and Josh seems to think so too since nothing else has helped. Bradley expressed his concerns that if these issues were happening, it was possible our server could be getting ready to crash.

I have discussed this in length with Jeff, Alicia, Kelsey and Becky and of course this is something that we most certainly do **not** want to happen. We would like to get ahead of this issue and go ahead and change our server out before any more problems occur. I have gotten a quote from ETC for a new server based on the specs provided by Harris and the quote from Harris to transfer everything over to a new server. These both total \$16,353.75. And ETC will continue to back up our system off site. Bill Sowers had purchased our current server in 2013 (it is a 2008 version) from Harris for over \$20,000. So we feel this quote from ETC is very reasonable and Josh has stated this server will be built with the capacity for growth in the future.

Harris has also provided us with a quote for their virtual hosting service. This would cost \$7690 to set up and approx. \$5940 per year, in addition to the \$28,000 we already pay them annually for maintenance/service. If we choose this type of server, we would still have to have a purchase another small server to host and backup my Courtware software and Shannon's mapping software.

I have contacted the City of Ellijay, McCaysville, Jasper, Blairsville, and Hiawassee to see what they are currently using. All still have an in house server with most being backed up off site. The City of Jasper has both an in house server for part of their programs and a virtual one for just their utility program. She couldn't give me many details since they haven't had the virtual one very long and have never had to recover any data from it.

After much discussion, we would like to ask the council to approve the quotes for the server from ETC and Harris to migrate the information to the new server. We feel this would be the best route for us to move forward at this point considering all factors at hand. And since we need to do this as soon as we can, I have asked Kelsey to add it to the agenda for next week's meeting. I wanted you to have all the information I had knowledge of before making a decision next week. Please feel free to contact me, Jeff or Alicia if you have any questions. Thank you!

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

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

This message is intended exclusively for the individual or entity to which it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise legally exempt from disclosure under the Georgia Open Records Act. If you are not the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message.



# ETC Business Services



224 Dalton St.  
Ellijay, GA 30540  
p: 706.276.9899 f: 706.697.5689

## Quotation

TO: Barbie Gerald  
City of Blue Ridge

DATE: 3/4/2019

JOB

QTY	PART #	ITEM DESCRIPTION	UNIT PRICE	LINE TOTAL
1		Dell PowerEdge T440, MS Server 2016 Standard, 10 Server 2016 User CAL's, MS SQL Server 2017 Standard with 10 User CAL's, Dual Intel Xeon Silver Processors, 64GB RAM (32GB for each CPU), Redundant Fans, Redundant Power Supplies, 2 480GB SAS SSD for OS, 4 960GB SSD SATA for Data, 3-year ProSupport Plus Warranty		\$13,853.75
1				\$0.00
1				\$0.00
1				\$0.00
1				\$0.00
<b>SUBTOTAL</b>				<b>\$13,853.75</b>
<b>SALES TAX</b>				
<b>TOTAL</b>				<b>\$13,853.75</b>

This is a quotation on the goods named, subject to the conditions, if any, noted below:

After-hours labor will be billed at \$125 per hour

-Any installation hours over the quoted amount will defer to contract hours.

To Accept please sign return: \_\_\_\_\_

PREPARED BY: Josh Hood  
PHONE: 706-697-5541  
E-MAIL: [joshh@ellijay.com](mailto:joshh@ellijay.com)



## Quote

Date: 2/21/2019  
Quote#: WAW-N5K5Y2  
Effective To: 3/31/2019  
Prepared By: Allison Whelchel

This understanding between Blue Ridge, City of at 480 West First Street, Blue Ridge GA 30513 ("Purchaser") and N. Harris Computer Corporation at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext Amount
	<b>PROFESSIONAL SERVICES:</b>		
	Infrastructure		
1	Installation/Migration of HLG Software to New DP2.0 Environment	\$2,500.00	\$2,500.00
		<b>Subtotal</b>	<b>\$2,500.00</b>
		<b>Total PROFESSIONAL SERVICES:</b>	<b>\$2,500.00</b>
		<b>TOTAL:</b>	<b>\$2,500.00</b>

Please approve this quote/contract and return to:

Allison Whelchel  
awhelchel@harrislocalgov.com

**Payment Terms:** Order will be processed with the return of signed quote. Licenses, hardware and services, including travel and lodging expenses, will be billed as product is delivered and/or the work is performed.

**Travel and Lodging for Services:** All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty-five dollars (\$55) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

**Applicable Tax:** Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

Purchaser: **Blue Ridge, City of (GA)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



## Quote

Date: 2/21/2019  
Quote#: WAW-H4Y8Y8  
Effective To: 3/31/2019  
Prepared By: Allison Whelchel

This understanding between Blue Ridge, City of at 480 West First Street, Blue Ridge GA 30513 ("Purchaser") and N. Harris Computer Corporation at 2429 Military Road Suite 300, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and/or services:

Qty	Item	Price	Ext Amount
	<b>HOSTING SERVICES:</b>		
9	SmartFusion Application Delivery Services (SFADS) Per User Per Year	\$660.00	\$5,940.00
	<b>Total HOSTING SERVICES:</b>		<b>\$5,940.00</b>
	<b>PROFESSIONAL SERVICES:</b>		
	Infrastructure		
1	SmartFusion Application Delivery Services (SFADS) Installation	\$1,750.00	\$1,750.00
	<b>Subtotal</b>		<b>\$1,750.00</b>
	<b>Total PROFESSIONAL SERVICES:</b>		<b>\$1,750.00</b>
	<b>TOTAL:</b>		<b>\$7,690.00</b>

Please approve this quote/contract and return to:

Allison Whelchel  
awhelchel@harrislocalgov.com

**Payment Terms:** Order will be processed with the return of signed quote. Licenses, hardware and services, including travel and lodging expenses, will be billed as product is delivered and/or the work is performed.

**Travel and Lodging for Services:** All charges are exclusive of out-of-pocket expenses for services performed. Charges for actual and reasonable out-of-pocket expenses, including but not limited to travel and lodging expenses, will be billed monthly as accrued.

Travel and lodging expenses will be billed in conjunction with any services work performed at the Purchaser's offices by Harris personnel. Lodging expenses will include hotel expenses and will only be charged if an employee is required to spend the evening. Travel expenses may include airfare if the employee is required to travel by air to reach the Purchaser's offices. Travel may include the cost of a rental car. If an employee uses his/her personal vehicle, mileage will be charged at the currently published IRS reimbursement rate. When an employee is at or traveling to the Purchaser's offices, fifty-five dollars (\$55) per day will be charged to cover meals and incidentals. If an employee must travel on Saturday, Sunday, or a holiday, or is at the purchaser's office on a holiday, one hundred-ten dollars (\$110) per day will be charged to cover meals and incidentals.

Harris will use its best efforts to minimize all travel and lodging expenses. Only actual travel and lodging expenses will be billed to the Purchaser.

**Applicable Tax:** Quote does not include applicable sales tax. If the Purchaser is Tax Exempt, a Tax Exemption Certificate (or other documentation) must be provided with this signed Contract. Otherwise, applicable sales tax will be applied at the time of billing.

Purchaser: **Blue Ridge, City of (GA)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**QUOTE**

**QUOTE NO**  
5763

TO City of Blue Ridge

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

VALID THRU	JOB SITE	DATE
4/11/2019	Windy Ridge/Mill and pave	3/12/2019

DESCRIPTION	UNIT PRICE	EXTENDED
***Option 1, begin at seam of recent paving near rear entrance of Blue Ridge Village, end at City Limit sign***	0.00	0.00
Mill, remove and dispose of 2" material, apply tack coat and install and compact 2" 9.5mm F-mix asphalt at 24" width (4,053 square yards)	18.95	76,804.35
***Option 2, begin at seam of recent paving near rear entrance of Blue Ridge Village, end at Industrial Park road***	0.00	0.00
Mill, remove and dispose of 2" material, apply tack coat and install and compact 2" 9.5mm F-mix asphalt at 24' width (7,062 sy @ \$16.28=\$114,969.36)	114,969.36	0.00
***PERFORMANCE AND PAYMENT BOND ARE INCLUDED, IF NECESSARY, TO BE DELIVERED WITHIN 10 DAYS OF RECEIPT OF CONTRACT***	0.00	0.00

**TOTAL QUOTED PRICE: 76,804.35**

\* means item is non-taxable



**QUOTE**

**QUOTE NO**  
5763

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

VALID THRU	JOB SITE	DATE
4/11/2019	Windy Ridge/Mill and pave	3/12/2019

**The Following Notes Apply:**

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

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

Yours truly,

JOHNSON PAVING, LLC

Earl W. Johnson

DATE OF ACCEPTANCE

PRINTED NAME

\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_



# Bid Proposal for BLUERIDGE 515 WATERLINE PROJECT

CUSTOMER

**CITY OF BLUE RIDGE**  
STOCK-KENNESAW  
480 WEST FIRST STREET  
BLUE RIDGE, GA 30513

**Job**  
BLUERIDGE 515 WATERLINE PROJECT  
Bid Date: 12/26/2018  
Bid #: 793651

CONTACT

**Sales Representative**  
Mondy Walls  
(M) 404-427-3110  
(T) 770-423-0583  
(F) 770-425-8897  
Mondy.Walls@coreandmain.com

**Core & Main**  
2111 Moon Station Dr  
Kennesaw, GA 30144  
(T) 770-423-0583

NOTES



**Bid Proposal for BLUERIDGE 515 WATERLINE PROJECT**

**CITY OF BLUE RIDGE**  
**Bid Date: 12/26/2018**  
**Core & Main Bid #: 793651**

**Core & Main**  
 2111 Moon Station Dr  
 Kennesaw, GA 30144  
**Phone: 770-423-0583**  
**Fax: 770-425-8897**

Seq#	Qty	Description	Units	Price	Ext Price
10	750	8 TJ PR350 DI PIPE	FT	14.49	10,867.50
20	1	8X6 MJ ANCH TEE C153 IMP	EA	98.00	98.00
30	4	8 MJ 22-1/2 C153 IMP	EA	56.00	224.00
40	3	8 MJ 11-1/4 C153 IMP	EA	54.00	162.00
50	1	3 X1000 YELLOW CAUTION TAPE	ROL	20.00	20.00
60	1	6 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	440.00	440.00
70	1	6X13 MJ ANCH CPLG C153 IMP	EA	77.00	77.00
80	1	5-1/4VO 129 HYD 4'0"B 6MJ LA -L/A LESS ACC.	EA	1,568.00	1,568.00
90	16	8 ONE-LOK DI RESTR SLDE8 (I) SIGMA (DIP) GLAND ONLY	EA	26.75	428.00
100	16	8 MJ REGULAR ACC SET L/GLAND	EA	8.50	136.00
110	3	6 MJ REGULAR ACC SET L/GLAND	EA	7.95	23.85
120	1	LUBE 1 GAL F/WTR/SWR PIPE	EA	0.00	0.00
				<b>Sub Total</b>	<b>14,044.35</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>14,044.35</b>

**Branch Terms:**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



FEI-MARIETTA WATERWORKS #407  
 910-A COBB PARKWAY NE  
 MARIETTA, GA 30062-2410

Phone: 770-499-2030  
 Fax: 770-499-2093

Deliver To: From: 0 Comments:
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15:02:46 JAN 03 2019

Page 1 of 1

FEI-GEORGIA WATERWORKS #554  
 Price Quotation  
 Phone: 770-499-2030  
 Fax: 770-499-2093

**Bid No:** B441869  
**Bid Date:** 01/03/19  
**Quoted By:** KWB

**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#:** HIGHWAY 515

**Job Name:**

Item	Description	Quantity	Net Price	UM	Total
AFT350PX	8 CL350 CL DI FASTITE PIPE	760	15.980	FT	12144.80
MJSTLAXU	8X8 MJ C153 SWWL TEE L/A	1	115.140	EA	115.14
MJ2LAX	8 MJ C153 22-1/2 BEND L/A	4	63.840	EA	255.36
MJ1LAX	8 MJ C153 11-1/4 BEND L/A	3	58.140	EA	174.42
PB3102Y13737	3X1000 BARR TAPE CAUTION YELL	1	11.390	EA	11.39
AFC2506MMLAOL	6 DI MJ RW OL GATE VLV L/A	1	482.030	EA	482.03
MJSHAU13	6X13 MJ C153 SWWL X SOL HYD ADPT	1	90.820	EA	90.82
AFCB62BLAOLP	5-1/4 VO B62B HYD 4'0 BURY OL L/A	1	1690.000	EA	1690.00
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	3	12.990	EA	38.97
SSLDEP6	6 DI MJ WDG REST GLND PK *ONELOK	18	37.210	EA	669.78
	SUBTOTAL				15672.71

**Net Total:** \$15672.71  
**Tax:** \$0.00  
**Freight:** \$0.00  
**Total:** \$15672.71

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 [http://wolseley.com/terms\\_conditionsSale.html](http://wolseley.com/terms_conditionsSale.html).  
 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.

# CITY OF BLUE RIDGE

## WAYFINDING SIGN PRELIMINARY PRICING: Updated 3/12/2019

SIGN TYPE	QUANTITY	UNIT PRICE	EXTENDED PRICE	NOTE
F	5	490.00	2450.00	Parking Directional
H	5	6800.00	34000.00	Lighted Directory
I	5	2400.00	12000.00	Monument Directional
J	5	925.00	4625.00	Shuttle Stop
<b>SUB-TOTAL</b>			<b>53075.00</b>	
<b>Wayfinding Signage Committee:</b>				
City Council Member	Nathan Fitts			
Citizen	Cindy Trimble			
Graphic Designer	Gary Godby			
Citizen	Gene Holcomb			

# CONCEPTUAL SIGNAGE 'C'

PRIORITY

PRIORITY

## Sign Type 'H'

- 1) Non-Lit
- 2) Illuminated / Wired

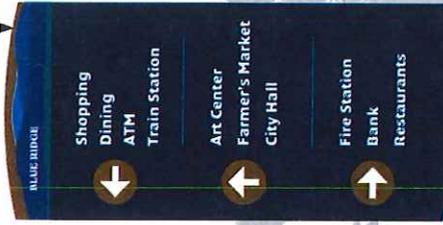
- 1) Top Flat Graphics Price
- 2) Top Dimensional Graphics Price



- 1) Top Flat Graphics Price
- 2) Top Dimensional Graphics Price

## Sign Type 'I'

- 1) S/F
- 2) D/f



- 1) Top Flat Graphics Price
- 2) Top Dimensional Graphics Price

## Sign Type 'J'

- 1) S/F
- 2) D/f



DATE 11-29-18	BUILDER S&P/SP/SP/SP	File Name: Blue Ridge Signage Conceptuals - rev3	Notes: Page 3
W/O #	Supervisor:	Client Approval: <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> NOT APPROVED - REVISIONS REQUIRED	This drawing remains the property of Gary Goebby Any unauthorized use or reproduction is prohibited.
SCALE 3/4"=1'	PROJECT: Blue Ridge Downtown Initiative		
Drawn By: Gary Goebby			

# CONCEPTUAL SIGNAGE 'B'



1) Top Flat Graphics Price  
2) Top Dimensional Graphics Price

**Sign Type 'G'**  
1) S/F  
2) D/F

**Sign Type 'E'**  
S/F Only

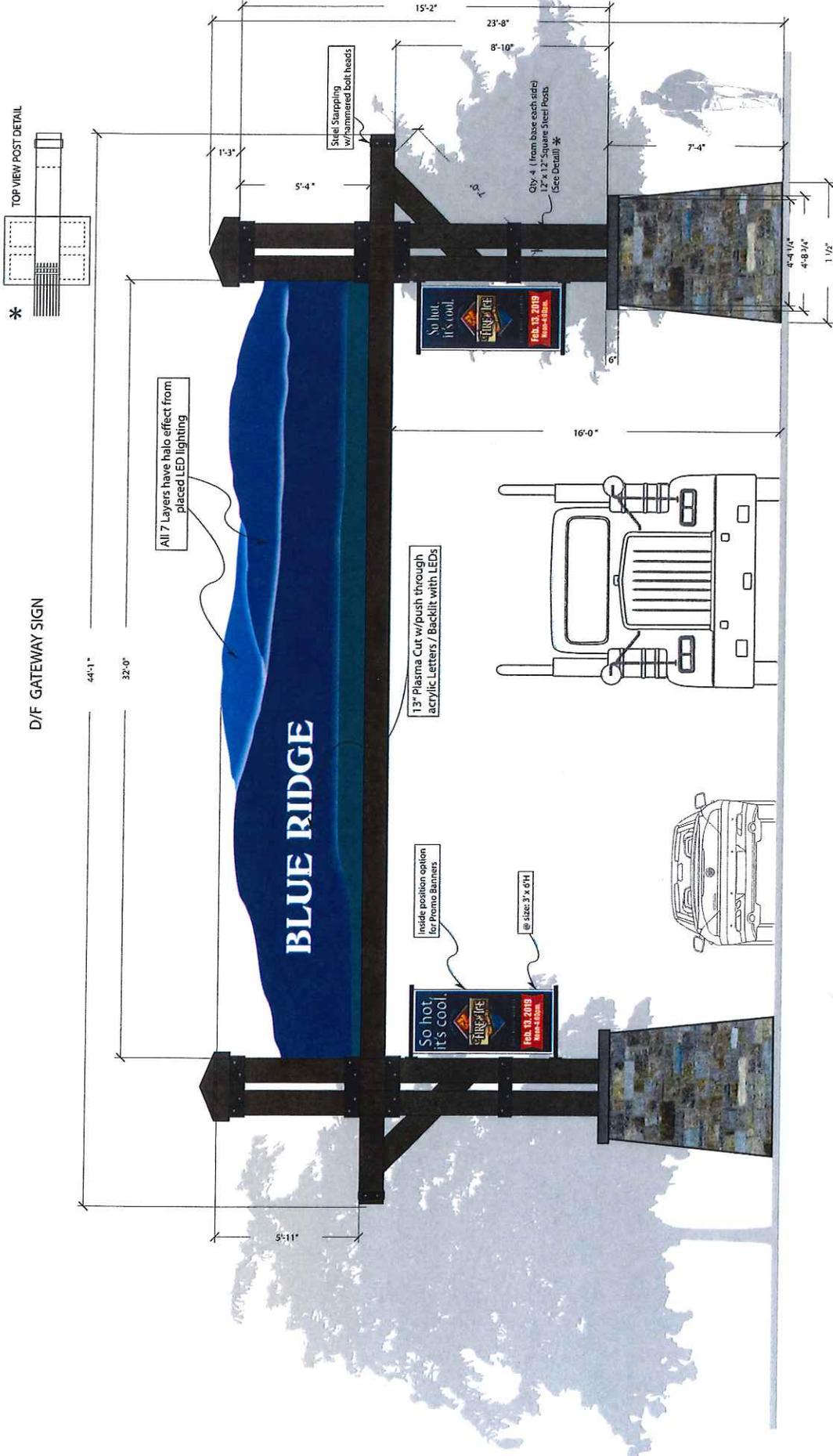
**Sign Type 'F'**  
1) S/F  
2) D/F

**Sign Type 'D'**  
D/F Only  
1) Qty. 2 Blade price  
2) Qty. 4 Blade Price

DATE 11/28/18	BUILDER Subpartner	File Name: <b>Blue Ridge Signage Conceptuals - rev3</b>	Notes: Page 2
W/O #	PROJECT: Blue Ridge Downtown Initiative	Client Approval: <input type="checkbox"/> APPROVED <input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> DISAPPROVED, REVISE AND RE-SUBMIT	This drawing remains the property of Gary Goobly Any unauthorized use or reproduction is prohibited.
SCALE: 3/4"=1'	Drawn By: Gary Goobly		

# HOLD - RE-DESIGN

## ARCHWAY CONCEPT A



DATE: 11-15-18	File Name:	Client Approval:	Notes:
SCALE: 1/4"=1'	<b>Blue Ridge Archway Concept A</b>	<input type="checkbox"/> APPROVED	This drawing remains the property of Gary Godby. Any unauthorized use or reproduction is prohibited. All rights reserved.
Drawn By: Gary Godby	PROJECT: Blue Ridge Downtown Initiative	<input type="checkbox"/> APPROVED AS NOTED <input type="checkbox"/> DISAPPROVED, REVISE AND RESUBMIT	
	<b>H: Blue Ridge Projects</b>		



Cindy Trimble &lt;cindy@studiotrimble.com&gt;

## Fwd: Blue Ridge Wayfinding Sign Package

1 message

Gary Godby &lt;gary.godby@gmail.com&gt;

Mon, Mar 11, 2019 at 1:53 PM

To: Cindy Trimble &lt;cindy@studiotrimble.com&gt;, "Cindy Trimble, ASID" &lt;cindy@trimblekellystudios.com&gt;

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

From: Rick Daniels &lt;rdaniels@burrussigns.com&gt;

Date: Mon, Mar 11, 2019 at 1:40 PM

Subject: Blue Ridge Wayfinding Sign Package

To: Gary Godby &lt;gary.godby@gmail.com&gt;

Cc: Rick Daniels &lt;rdaniels@burrussigns.com&gt;

Gary,

Thank You for allowing us to help with this project. Please keep in mind that this is still ( BUDGET PRICING ONLY ) Until final shop drawings are made showing all construction details as these can cause the price to go up or down. The Below Pricing includes, Fabrication & Installation but does not include : Stone Work, Electrical Runs, Permits, Engineering, Shop Drawings, and is also based on normal Soil or ground conditions. If we are the chosen contractor then we would want to perform a site visit, Survey and determine final Quantity's. Please Keep in mind that the below pricing is based on one of each sign type except for Gateway signs. This means the Price each could come down quite a bit if several of each are ordered. At this point we could create final shop drawings and final pricing.

### BUDGET PRICING IS AS FOLLOWS:

\*Sign Type A, S/F \$3,200 each

\*Sign Type A, D/F \$4,600 each

\*Sign Type B, S/F \$2,200 each

\*Sign Type B, D/F \$2,800 each

\*Sign Type C, S/F \$675.00 each

\*Sign Type C, D/F \$775.00 each

\*Sign Type D, 2blade D/F \$ 1,950.00 each

\*Sign Type D, 4blade D/F \$ 2,350.00 each

\*Sign Type E, S/F \$690.00 each

\*

\*Sign Type F, S/f \$490.00 each X5

\*Sign Type F, D/F \$590.00 each

\*Sign Type G, S/F \$1,850.00 each

\*Sign Type G, D/f \$2,450.00 each

\*Sign Type H, D/F Non-Lit \$6,800.00 each

\*Sign Type H, D/F Illuminated \$9,800.00 each X5

\*Sign Type I S/F \$2,400 each X5

\*Sign Type I D/f \$3,200 each

\*Sign Type J S/F \$925.00 each X5

\*Sign Type J D/F \$1,325.00 each

\*Archway Signage DF \$66,000.00 For One

RE-DESIGN



# CITY OF BLUE RIDGE - WAY FINDING SIGNS

## City of Blue Ridge

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

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
April 9, 2019 at 6:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Nathan Fitts, Kenneth Gaddis,  
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:

Council Member Kenneth Gaddis offered a word of prayer followed by the Pledge of Allegiance.

3) Approval of Minutes from Previous Meeting:

a) Council Member Nathan Fitts made a motion to approve the March 12, 2019 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

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

Council Member Nathan Fitts made a motion to approve the agenda as presented. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

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

5) Cesar Martinez—Blue Ridge Business Association:

Cesar Martinez, President of the Blue Ridge Business Association, announced that the “you are here” maps are complete and that the Old Timers Parade will occur on July 4<sup>th</sup> this year. He then addressed his concerns with the traffic plan as set forth for utility repairs later in the week.

## City of Blue Ridge

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

6) Mike West—Short-Term Rentals:

Mike West spoke in favor of allowing short-term rentals in Blue Ridge. He addressed his concerns with the proposed ordinance.

7) Sherry Cole—Short-Term Rentals:

Sherry Cole spoke in favor of allowing short-term rentals in Blue Ridge. She addressed her concerns with the proposed ordinance.

8) Glenda Herndon—Short-Term Rentals:

Glenda Herndon spoke in support of the proposed ordinance.

9) Kenny Queen—Speed Limit by Co-Op:

Kenny Queen addressed his concerns with the speed limit in front of the Co-Op on East Main Street. Mayor Donna Whitener stated that the street in front of the business would be getting speed bumps installed. Police Chief Johnny Scearce and Council Member Nathan Fitts agreed that they preferred rumble strips.

### **Second Public Hearing for Rezoning Requests:**

10) Annexation & Rezoning Request: Augustin Abalo, Old U.S. Highway 76, Proposed R-2 (Medium Density Residential):

City Attorney James Balli gave a summary of the public hearing procedure.

a) Allow Applicant 10-Minutes to Present His or Her Case:

Augustin Abalo gave a description of the proposed 92 housing unit development. Engineer Reid Dyer asked if the Council had any questions. Council Member Kenneth Gaddis asked if the development would include a retention pond. Mr. Dyer confirmed that they would be following state regulations for storm runoff.

b) Allow Opposing Parties 10-Minutes Collectively to Present His or Her Case:

None were present in opposition. Mayor Donna Whitener closed the public hearing.

c) Planning Commission Recommendation from First Public Hearing on April 2, 2019

City Attorney James Balli gave a summary of the Planning Commission Recommendation (attached) and confirmed he was in agreement with the conditions one (1) and two (2) and that the other conditions (3-4) could be reviewed at a later time.

d) Minor Land Use Map Amendment (First Reading):

City Attorney James Balli gave a summary of the proposed Minor Land Use Map Amendment (attached).

## City of Blue Ridge

---

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

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

11) Minor Land Use Map Amendment—Russ Stevenson, 65 Depot Street (Second Reading & Adoption):

Council Member Rhonda Haight made a motion to approve the Minor Land Use Map Amendment for 65 Depot Street (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0, by way of roll call vote. Motion carried.

12) Short-Term Rental Ordinance (Second Reading & Adoption):

City Attorney James Balli gave a summary of the proposed Short-Term Rental Ordinance (attached) and described any changes from the last reading. Council Member Rhonda Haight made a motion to approve the Short-Term Rental Ordinance with an effective date of June 3, 2019. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-1 by way of roll call vote with Council Member Nathan Fitts opposed. Motion carried.

13) Traffic Control Devices on Windy Ridge (in front of Fannin County Fire Department):

Council Member Rhonda Haight made a motion to approve a 3-way stop on Windy Ridge in front of the Fannin County Fire Department. The motion was seconded by Council Member Harold Herndon. The Council voted 5-0. Motion carried.

### **Purchasing Approvals:**

14) Server for City Hall (Tabled from March 12, 2019):

Council Member Nathan Fitts made a motion to allow Office Manager Barbie Gerald a budget of up to \$17,000.00 for replacement of the City Hall server which will include removal of the old server and the transfer of data. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

15) City Hall Roof Repair:

The City received two quotes for the City Hall roof repair (attached). Council Member Rhonda Haight made a motion to allow Zoning, Land Development and Project Manager Jeff Stewart a budget of up to \$15,000.00 to Stephens & Sons Construction for the repair of City Hall's roof which will include adding rubber coating. The motion was seconded by Council Member Robbie Cornelius. The Council voted 5-0. Motion carried.

16) City Hall Vehicle Purchase:

After some discussion, Council Member Nathan Fitts made a motion to table the topic until lease options could be explored.

## City of Blue Ridge

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

17) Backhoe Thumb for Water Department:

After some discussion, Council Member Rhonda Haight made a motion to approve a budget of \$5,325.00 for the purchase of a backhoe thumb. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

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

18) Parking:

The Mayor and Council discussed the parking plans in the area of City Hall and the funding sources for the project. The Council decided that they would like more time to review the plans and set the deadline to give Zoning, Land Development and Project Manager Jeff Stewart feedback for Wednesday, April 17<sup>th</sup> at 5:00 p.m.

Council Member Rhonda Haight and Council Member Nathan Fitts briefly announced that they were working on negotiations with the Pack's on property located near the City's free parking lot.

19) Storm Drainage:

Council Member Kenneth Gaddis addressed his concerns with storm water getting into the City's waste water system. He discussed that the City was losing money when this occurred and stated that the City's storm drain system needed to be mapped. Mayor Donna Whitener confirmed that the storm water issues have been placed on the back burner for too long.

20) Executive Session (if needed)—Personnel:

Council Member Nathan Fitts made a motion to close the meeting for an executive session for the purpose of discussing personnel and land acquisition.

Council Member Nathan Fitts made a motion to open the meeting from an executive session.

Council Member Rhonda Haight made a motion to hire Perry Groves as a full-time Police Officer at a pay rate of \$16.00 per hour. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to hire Beverly Cox as a full-time office employee at a pay rate of \$12.00 per hour. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

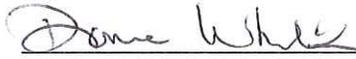
# City of Blue Ridge

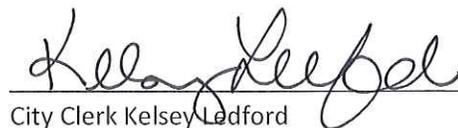
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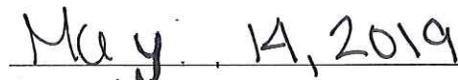
480 West First Street • Blue Ridge, Georgia • (706) 632-2091

21) Adjournment:

Council Member Nathan Fitts made a motion to adjourn the meeting. The motion was seconded by Council Member Robbie Cornelius. The Council voted 5-0. Meeting adjourned.

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

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

  
\_\_\_\_\_  
Approved



# City of Blue Ridge

480 West First Street

• Blue Ridge, Georgia 30513

• (706) 632 - 2091

---

To: The Mayor and Council, the City of Blue Ridge, Georgia

From: The Planning Commission, the City of Blue Ridge, Georgia

The Blue Ridge Planning Commission held a public hearing on your behalf on April 2, 2019. The purpose of the hearing was to consider the request of AV Blue Ridge, LLC to rezone a tract of land from R-A (Residential Agriculture) to R-2 (Medium Density Residential). As well as to annex, into the City of Blue Ridge incorporated limits, an abutting tract of land and to zone the property as R-2 (Medium Density Residential). The property is located off Old US Hwy 76.

The property map and parcel number of the subject property is 0053 079 and contains +- 66 acres.

After a review of the request as presented by the applicant or his/her representative, and the staff analysis as prepared by the Zoning Department, the Planning Commission recommends the subject property be rezoned from the present classification R-A to R-2.

If the Mayor and City Council agree to approve the annexation request, the Planning Commission recommends that the property be zoned R-2.

Both zoning classifications are recommended with the following conditions:

- 1) Prior to issuance of an LDP, final Site Plan to come back to the City Council only for approval. "Any water or sewer capacity issues will be addressed at that time."
- 2) Prior to issuance of an LDP, a letter of approval from the Fannin County Fire Chief shall be presented to the City Council.
- 3) Prior to issuance of an LDP, a letter of approval from the Fannin County School Superintendent, and local US Postal Service shall be presented to City Council.

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

Kelsey Ledford  
Secretary for the Planning Commission  
The City of Blue Ridge

FIRST READING April 9, 2019

ADVERTISED \_\_\_\_\_

PASSED \_\_\_\_\_

AN ORDINANCE NO. BR2019-06

AN ORDINANCE, PURSUANT TO O.C.G.A. § 36-36-20 ET. SEQ., TO ANNEX A 65.699 ACRE TRACT OF LAND, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE LEGAL DESCRIPTIONS AND SURVEY WHICH ARE ATTACHED HERETO AND WHICH ARE INCORPORATED BY REFERENCE INTO THIS ORDINANCE; SAID TRACT LYING AND BEING IN FANNIN COUNTY, GEORGIA INTO THE CORPORATE LIMITS OF THE CITY OF BLUE RIDGE, GEORGIA; TO AMEND THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA BY ZONING SAID ANNEXED TRACT OF LAND TO THE ZONING CATEGORY OF R-2 (Medium Density Residential), WITH CONDITIONS; TO REZONE A TRACT OR PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL BR-0053 079 AND BEING APPROXIMATELY .950 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE LEGAL DESCRIPTION AND SURVEY WHICH ARE ATTACHED HERETO AND WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM R-A (Residential Agriculture) TO R-2 (Medium Density Residential), WITH CONDITIONS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**BE IT ORDAINED** by the City Council of Blue Ridge, Georgia as follows:

**SECTION 1**

**ANNEXATION**

As contemplated by O.C.G.A. § 36-36-20, the City of Blue Ridge, Georgia received a request from 100% of the owners of a tract of land consisting of 65.699 acres (See Exhibit A attached hereto) located in Fannin County, Georgia and being

contiguous to the corporate limits of the City of Blue Ridge, Georgia. Notice was provided of said application to Fannin County as required by law and Fannin County did not file any objection within the time limits established by the General Assembly, the approximate 65.699 acres of real property as described in the legal descriptions and survey attached hereto as Exhibit "A" is hereby annexed into the corporate limits of the City of Blue Ridge, Georgia. The Clerk is directed to make the appropriate entries in any applicable record and to, with assistance from the City Attorney, notify the Department of Community Affairs as required by law.

### **ZONING IMPOSED WITH CONDITIONS**

That from and after the passage of this ordinance the following described parcel consisting of approximately 65.699 acres (See Exhibit "A") and within the corporate limits of the City of Blue Ridge shall be zoned and so designated on the zoning map of the City of Blue Ridge as R-2 (Medium Density Residential) and subject to all requirements of said new zoning category; and that from and after the passage of this ordinance the following described parcel consisting of approximately .950 acres (See Exhibit "B") zoned R-A and within the corporate limits of the City of Blue Ridge shall be rezoned and so designated on the zoning map of the City of Blue Ridge as R-2 (Medium Density Residential) and subject to all requirements of said new zoning category; both parcels having the following conditions:

Conditions:

- (1) Prior to issuance of a land disturbance permit, the final Site Plan shall require approval by the City Council and any water or sewer capacity issues shall be addressed by appropriate conditions at that time.
- (2) Prior to issuance of a land disturbance permit, owner or applicant to present a letter from the Fannin County Fire Chief confirming there is sufficient fire capacity to serve the homes depicted on the final Site Plan.
- (3) Prior to issuance of a land disturbance permit, a letter from the Fannin County School Superintendent must be presented confirming there is sufficient school capacity to serve the homes depicted on the final Site Plan.
- (4) \_\_\_\_\_  
\_\_\_\_\_

Legal Description:

The legal description of the above-referenced property, which is being zoned to R-2, is as follows:

All that tract and parcel of land being approximately 66.649 acres and lying and being within the corporate limits of the City of Blue Ridge, Fannin County, Georgia, and more particularly described on the legal descriptions and survey

which are attached hereto as Exhibit “C” and incorporated by reference hereof, into this legal description.

## **SECTION 2:**

### **REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT**

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

## **SECTION 3.**

### **SEVERABILITY**

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

for separate and divisible parts and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

**SECTION 4.**

**AMENDMENT TO THE ZONING MAP**

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

**SECTION 5.**

**EFFECTIVE DATE**

The effective date of 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 and passed by a majority of the City Council, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**BLUE RIDGE CITY COUNCIL**

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

Attest:

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

# Exhibit “A”

**DESCRIPTION OF**

**Tract A-2**

**AV Blue Ridge, LLC**

**Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses South 26 degrees 48 minutes 40 seconds East a distance of 34.70 feet to a 5/8" rebar found; THENCE continue following said property South 72 degrees 04 minutes 48 seconds East a distance of 410.79 feet to a 1/2" rebar found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 197.91 feet to a point found; THENCE following said property now or formerly Hall the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; THENCE following said property now or formerly Fannin County the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; South 29 degrees 48 minutes 09 seconds East a distance of 16.75 feet to point found; THENCE continue following said property South 27 degrees 16 minutes 15 seconds East a distance of 22.63 feet to point found; THENCE continue following said property South 36 degrees 33 minutes 44 seconds East a distance of 11.52 feet to point found; THENCE continue following said property South 60 degrees 37 minutes 57 seconds East a distance of 52.80 feet to point found; THENCE continue following said property South 49 degrees 21 minutes 24 seconds East a distance of 18.61 feet to point found; THENCE continue following said property South 55 degrees 51 minutes 58 seconds East a distance of 34.78 feet to point found; THENCE continue following said property South 49 degrees 48 minutes 21 seconds East a distance of 15.79 feet to point found; THENCE continue following said property South 45 degrees 17 minutes 31 seconds East a distance of 24.15 feet to point found; THENCE continue following said property South 43 degrees 06 minutes 54 seconds East a distance of 31.71 feet to point found; THENCE continue following said property South 51 degrees 36 minutes 57 seconds East a distance of 30.68 feet to point found; THENCE continue following said property South 68 degrees 17 minutes 48 seconds East a distance of 41.99 feet to point found; THENCE continue following said property South 81 degrees 59 minutes 23 seconds East a distance of 23.13 feet to point found; THENCE continue following said property South 05 degrees 05 minutes 41 seconds West a distance of 8.82 feet to point found; THENCE continue following said property South 63 degrees 17 minutes 31 seconds East a distance of 16.67 feet to point found; THENCE continue following said property South 71 degrees 25 minutes 31 seconds East a distance of 30.27 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 23 seconds East a distance of 55.55 feet to point found; THENCE continue following said property South 62 degrees 40 minutes 35 seconds East a distance of 76.60 feet to point found; THENCE continue following said property South 67 degrees 03 minutes 47 seconds East a distance of 81.27 feet to point found; THENCE following said property now or formerly

Lambert the following courses South 53 degrees 59 minutes 58 seconds East a distance of 60.18 feet to a point found; THENCE continue following said property South 59 degrees 39 minutes 51 seconds East a distance of 31.27 feet to point found; THENCE continue following said property South 59 degrees 08 minutes 19 seconds East a distance of 42.75 feet to point found; THENCE continue following said property South 72 degrees 03 minutes 44 seconds East a distance of 43.39 feet to point found; THENCE continue following said property South 82 degrees 38 minutes 39 seconds East a distance of 40.00 feet to point found; THENCE continue following said property South 81 degrees 30 minutes 46 seconds East a distance of 31.41 feet to point found; THENCE continue following said property South 66 degrees 20 minutes 40 seconds East a distance of 24.92 feet to point found; THENCE continue following said property South 48 degrees 14 minutes 05 seconds East a distance of 9.34 feet to point found; THENCE continue following said property South 35 degrees 12 minutes 27 seconds East a distance of 33.65 feet to point found; THENCE continue following said property South 26 degrees 39 minutes 48 seconds East a distance of 49.04 feet to point found; THENCE continue following said property South 30 degrees 21 minutes 41 seconds East a distance of 26.04 feet to point found; THENCE continue following said property South 40 degrees 04 minutes 04 seconds East a distance of 23.86 feet to point found; THENCE continue following said property South 55 degrees 03 minutes 19 seconds East a distance of 41.33 feet to point found; THENCE continue following said property South 71 degrees 19 minutes 17 seconds East a distance of 26.06 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 47 seconds East a distance of 37.94 feet to point found; THENCE continue following said property South 84 degrees 26 minutes 26 seconds East a distance of 29.96 feet to point found; THENCE continue following said property North 83 degrees 05 minutes 23 seconds East a distance of 27.56 feet to point found; THENCE continue following said property North 78 degrees 30 minutes 13 seconds East a distance of 16.59 feet to point found; THENCE continue following said property North 80 degrees 17 minutes 18 seconds East a distance of 14.27 feet to point found; THENCE continue following said property North 84 degrees 29 minutes 22 seconds East a distance of 19.16 feet to point found; THENCE continue following said property South 82 degrees 37 minutes 00 seconds East a distance of 14.01 feet to point found; THENCE continue following said property South 88 degrees 04 minutes 05 seconds East a distance of 33.33 feet to a 5/8" rebar found; THENCE continue following said property South 84 degrees 44 minutes 50 seconds East a distance of 170.56 feet to a 5/8" rebar found; THENCE continue following said property North 78 degrees 23 minutes 22 seconds East a distance of 23.47 feet to point found; THENCE continue following said property North 72 degrees 07 minutes 47 seconds East a distance of 22.34 feet to point found; THENCE continue following said property North 64 degrees 03 minutes 09 seconds East a distance of 29.49 feet to point found; THENCE continue following said property North 66 degrees 26 minutes 19 seconds East a distance of 22.18 feet to point found; THENCE continue following said property North 74 degrees 24 minutes 17 seconds East a distance of 19.06 feet to point found; THENCE continue following said property North 80 degrees 34 minutes 27 seconds East a distance of 17.38 feet to point found; THENCE continue following said property North 84 degrees 47 minutes 28 seconds East a distance of 36.86 feet to point found; THENCE continue following said property North 75 degrees 52 minutes 09 seconds East a distance of 24.43 feet to point found; THENCE continue following said property North 55 degrees 27 minutes 49 seconds East a distance of 30.53 feet to point found; THENCE continue following said property North 49 degrees 46 minutes 22 seconds East a distance of 41.90 feet to point found; THENCE continue following said property North 57 degrees 37 minutes 07 seconds East a distance of 32.89 feet to point found; THENCE continue

following said property North 65 degrees 07 minutes 54 seconds East a distance of 25.27 feet to point found; THENCE continue following said property North 71 degrees 13 minutes 55 seconds East a distance of 22.32 feet to point found; THENCE continue following said property North 67 degrees 56 minutes 53 seconds East a distance of 31.26 feet to point found; THENCE continue following said property North 55 degrees 51 minutes 46 seconds East a distance of 20.47 feet to point found; THENCE continue following said property North 50 degrees 11 minutes 08 seconds East a distance of 27.74 feet to point found; THENCE continue following said property North 48 degrees 40 minutes 06 seconds East a distance of 32.57 feet to point found; THENCE continue following said property North 60 degrees 09 minutes 32 seconds East a distance of 37.66 feet to point found; THENCE continue following said property North 68 degrees 58 minutes 20 seconds East a distance of 36.27 feet to point found; THENCE continue following said property North 77 degrees 05 minutes 49 seconds East a distance of 36.60 feet to point found; THENCE continue following said property North 81 degrees 25 minutes 25 seconds East a distance of 45.23 feet to point found; THENCE continue following said property North 83 degrees 46 minutes 59 seconds East a distance of 42.49 feet to point found; THENCE continue following said property North 74 degrees 40 minutes 43 seconds East a distance of 54.43 feet to point found; THENCE continue following said property North 63 degrees 58 minutes 47 seconds East a distance of 34.90 feet to point found; THENCE continue following said property North 67 degrees 24 minutes 24 seconds East a distance of 23.17 feet to point found; THENCE continue following said property North 73 degrees 01 minutes 49 seconds East a distance of 38.59 feet to point found; THENCE continue following said property North 78 degrees 28 minutes 08 seconds East a distance of 28.83 feet to point found; THENCE continue following said property North 84 degrees 20 minutes 52 seconds East a distance of 46.31 feet to point found; THENCE continue following said property South 89 degrees 21 minutes 51 seconds East a distance of 30.32 feet to point found; THENCE continue following said property South 71 degrees 41 minutes 59 seconds East a distance of 29.20 feet to point found; THENCE continue following said property South 60 degrees 26 minutes 49 seconds East a distance of 29.02 feet to point found; THENCE continue following said property South 60 degrees 14 minutes 33 seconds East a distance of 32.73 feet to point found; THENCE continue following said property South 63 degrees 45 minutes 19 seconds East a distance of 24.74 feet to point found; THENCE continue following said property South 44 degrees 35 minutes 46 seconds East a distance of 23.10 feet to point found; THENCE continue following said property South 20 degrees 45 minutes 07 seconds East a distance of 11.29 feet to point found; THENCE continue following said property South 04 degrees 47 minutes 12 seconds West a distance of 13.41 feet to point found; THENCE continue following said property South 24 degrees 56 minutes 05 seconds West a distance of 17.72 feet to point found; THENCE continue following said property South 41 degrees 39 minutes 47 seconds West a distance of 24.30 feet to point found; THENCE continue following said property South 58 degrees 36 minutes 11 seconds West a distance of 15.98 feet to point found; THENCE continue following said property South 67 degrees 26 minutes 59 seconds West a distance of 22.54 feet to point found; THENCE continue following said property South 78 degrees 19 minutes 32 seconds West a distance of 25.83 feet to point found; THENCE continue following said property South 86 degrees 08 minutes 31 seconds West a distance of 38.95 feet to point found; THENCE continue following said property South 82 degrees 51 minutes 20 seconds West a distance of 16.42 feet to point found; THENCE continue following said property South 68 degrees 48 minutes 32 seconds West a distance of 19.36 feet to point found; THENCE continue following said property South 56 degrees 02 minutes 14 seconds West a distance of 50.05 feet to point found; THENCE continue following said property South

60 degrees 02 minutes 10 seconds West a distance of 41.86 feet to point found; THENCE continue following said property South 49 degrees 44 minutes 07 seconds West a distance of 29.17 feet to point found; THENCE continue following said property South 57 degrees 35 minutes 21 seconds West a distance of 40.16 feet to a 5/8" rebar found; THENCE continue following said property South 32 degrees 32 minutes 21 seconds West a distance of 169.92 feet to a 5/8" rebar found; THENCE continue following said property South 41 degrees 06 minutes 33 seconds West a distance of 110.40 feet to a nail found; THENCE continue following said property South 41 degrees 47 minutes 33 seconds West a distance of 54.77 feet to point found; THENCE continue following said property South 40 degrees 50 minutes 57 seconds West a distance of 33.43 feet to a 1/2" open top pipe found; THENCE continue following said property South 41 degrees 00 minutes 10 seconds West a distance of 273.94 feet to a 1/2" open top pipe found; THENCE continue following said property South 43 degrees 38 minutes 22 seconds West a distance of 272.12 feet to a 1/2" open top pipe found; THENCE continue following said property South 70 degrees 31 minutes 21 seconds West a distance of 198.25 feet to a 1/2" open top pipe found; THENCE continue following said property South 47 degrees 52 minutes 28 seconds West a distance of 257.01 feet to a 5/8" rebar found; THENCE continue following said property South 33 degrees 15 minutes 44 seconds West a distance of 135.21 feet to a 5/8" rebar found; THENCE following said property now or formerly Fannin Campbell the following said property South 30 degrees 20 minutes 13 seconds West a distance of 401.75 feet to a 5/8" rebar found; THENCE following said property now or formerly Davenport the following courses North 28 degrees 30 minutes 28 seconds West a distance of 457.18 feet to a hexagon rod found; THENCE continue following said property North 51 degrees 28 minutes 53 seconds West a distance of 197.81 feet to 1/2" open top pipe found; THENCE continue following said property North 50 degrees 41 minutes 33 seconds West a distance of 81.76 feet to a 18" poplar found; THENCE continue following said property North 58 degrees 23 minutes 34 seconds West a distance of 148.87 feet to a 1/2" open top pipe found; THENCE following said property now or formerly Hall the following courses South 14 degrees 06 minutes 18 seconds West a distance of 535.18 feet to a 5/8" rebar found; THENCE continue following said property South 57 degrees 49 minutes 59 seconds East a distance of 1802.54 feet to point found, said point being located along the southeast right of way of GA. HWY 76 (right of way varies); THENCE continue along said right-of-way following a curve to the left a chord bearing of North 58 degrees 14 minutes 17 seconds East a chord length of 120.23 feet, a radius of 643.03 feet and an arch length of 120.23 feet to point found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract A-2 contains 49.050 acres.

## DESCRIPTION OF

### Tract B

### AV Blue Ridge, LLC

#### **Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses North 57 degrees 49 minutes 59 seconds West a distance of 1802.54 feet to a 5/8" rebar found; THENCE continue following said property North 14 degrees 06 minutes 18 seconds East a distance of 535.18 feet to a 1/2" open top pipe found; THENCE following said property now or formerly Davenport the following courses North 58 degrees 12 minutes 28 seconds West a distance of 243.61 feet to a 1" rod found; THENCE continue following said property North 50 degrees 52 minutes 31 seconds West a distance of 358.76 feet to a 1/2" open top pipe found; THENCE continue following said property North 50 degrees 52 minutes 20 seconds West a distance of 363.19 feet to a 1" rod found; THENCE continue following said property North 48 degrees 27 minutes 10 seconds West a distance of 187.48 feet to a 1/2" open top pipe found; THENCE continue following said property North 56 degrees 44 minutes 18 seconds West a distance of 83.59 feet to a 1" rod found; THENCE continue following said property North 32 degrees 39 minutes 23 seconds West a distance of 127.98 feet to a 1/2" open top pipe found; THENCE continue following said property North 27 degrees 56 minutes 50 seconds West a distance of 46.08 feet to a 1" open top pipe found; THENCE continue following said property North 30 degrees 03 minutes 12 seconds West a distance of 130.65 feet to a 1/2" open top pipe found; THENCE continue following said property North 32 degrees 04 minutes 25 seconds West a distance of 76.51 feet to a 1-1/2" rod found; THENCE continue following said property North 55 degrees 49 minutes 15 seconds West a distance of 250.65 feet to a 1" rod found; THENCE continue following said property North 58 degrees 17 minutes 06 seconds West a distance of 73.04 feet to a 1/2" open top pipe found; THENCE continue following said property North 61 degrees 15 minutes 54 seconds West a distance of 137.39 feet to a hexagon rod found; THENCE continue following said property North 27 degrees 10 minutes 09 seconds East a distance of 123.42 feet to a concrete marker found, said point being located along the southeast right of way of GA. HWY 76 (right of way varies); THENCE continue along said right-of-way following a curve to the left a chord bearing of North 68 degrees 57 minutes 59 seconds East a chord length of 120.23 feet, a radius of 643.03 feet and an arch length of 120.40 feet to point found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract B contains 16.649 acres.



# Exhibit “B”

**DESCRIPTION OF**

**Tract A-1**

**AV Blue Ridge, LLC**

**Request the following: Re-Zoning from R-A Residential Agriculture to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a 1/2" rebar found; THENCE following said property now or formerly Fannin County the following courses South 68 degrees 24 minutes 16 seconds East a distance of 657.21 feet to a 3/4" open top pipe found; THENCE continue following said property South 44 degrees 32 minutes 43 seconds East a distance of 35.19 feet to point found; THENCE continue following said property South 58 degrees 14 minutes 12 seconds East a distance of 42.40 feet to point found; THENCE continue following said property South 29 degrees 48 minutes 09 seconds East a distance of 73.72 feet to point found; THENCE following said property now or formerly Hall the following courses North 69 degrees 20 minutes 59 seconds West a distance of 785.85 feet to a point found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 46.72 feet to a 1/2" rebar found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract A contains 0.950 acres



# Exhibit “C”

**DESCRIPTION OF**

**Tract A-1**

**AV Blue Ridge, LLC**

**Request the following: Re-Zoning from R-A Residential Agriculture to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a 1/2" rebar found; THENCE following said property now or formerly Fannin County the following courses South 68 degrees 24 minutes 16 seconds East a distance of 657.21 feet to a 3/4" open top pipe found; THENCE continue following said property South 44 degrees 32 minutes 43 seconds East a distance of 35.19 feet to point found; THENCE continue following said property South 58 degrees 14 minutes 12 seconds East a distance of 42.40 feet to point found; THENCE continue following said property South 29 degrees 48 minutes 09 seconds East a distance of 73.72 feet to point found; THENCE following said property now or formerly Hall the following courses North 69 degrees 20 minutes 59 seconds West a distance of 785.85 feet to a point found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 46.72 feet to a 1/2" rebar found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract A contains 0.950 acres

**DESCRIPTION OF**

**Tract A-2**

**AV Blue Ridge, LLC**

**Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses South 26 degrees 48 minutes 40 seconds East a distance of 34.70 feet to a 5/8" rebar found; THENCE continue following said property South 72 degrees 04 minutes 48 seconds East a distance of 410.79 feet to a 1/2" rebar found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 197.91 feet to a point found; THENCE following said property now or formerly Hall the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; THENCE following said property now or formerly Fannin County the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; South 29 degrees 48 minutes 09 seconds East a distance of 16.75 feet to point found; THENCE continue following said property South 27 degrees 16 minutes 15 seconds East a distance of 22.63 feet to point found; THENCE continue following said property South 36 degrees 33 minutes 44 seconds East a distance of 11.52 feet to point found; THENCE continue following said property South 60 degrees 37 minutes 57 seconds East a distance of 52.80 feet to point found; THENCE continue following said property South 49 degrees 21 minutes 24 seconds East a distance of 18.61 feet to point found; THENCE continue following said property South 55 degrees 51 minutes 58 seconds East a distance of 34.78 feet to point found; THENCE continue following said property South 49 degrees 48 minutes 21 seconds East a distance of 15.79 feet to point found; THENCE continue following said property South 45 degrees 17 minutes 31 seconds East a distance of 24.15 feet to point found; THENCE continue following said property South 43 degrees 06 minutes 54 seconds East a distance of 31.71 feet to point found; THENCE continue following said property South 51 degrees 36 minutes 57 seconds East a distance of 30.68 feet to point found; THENCE continue following said property South 68 degrees 17 minutes 48 seconds East a distance of 41.99 feet to point found; THENCE continue following said property South 81 degrees 59 minutes 23 seconds East a distance of 23.13 feet to point found; THENCE continue following said property South 05 degrees 05 minutes 41 seconds West a distance of 8.82 feet to point found; THENCE continue following said property South 63 degrees 17 minutes 31 seconds East a distance of 16.67 feet to point found; THENCE continue following said property South 71 degrees 25 minutes 31 seconds East a distance of 30.27 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 23 seconds East a distance of 55.55 feet to point found; THENCE continue following said property South 62 degrees 40 minutes 35 seconds East a distance of 76.60 feet to point found; THENCE continue following said property South 67 degrees 03 minutes 47 seconds East a distance of 81.27 feet to point found; THENCE following said property now or formerly

Lambert the following courses South 53 degrees 59 minutes 58 seconds East a distance of 60.18 feet to a point found; THENCE continue following said property South 59 degrees 39 minutes 51 seconds East a distance of 31.27 feet to point found; THENCE continue following said property South 59 degrees 08 minutes 19 seconds East a distance of 42.75 feet to point found; THENCE continue following said property South 72 degrees 03 minutes 44 seconds East a distance of 43.39 feet to point found; THENCE continue following said property South 82 degrees 38 minutes 39 seconds East a distance of 40.00 feet to point found; THENCE continue following said property South 81 degrees 30 minutes 46 seconds East a distance of 31.41 feet to point found; THENCE continue following said property South 66 degrees 20 minutes 40 seconds East a distance of 24.92 feet to point found; THENCE continue following said property South 48 degrees 14 minutes 05 seconds East a distance of 9.34 feet to point found; THENCE continue following said property South 35 degrees 12 minutes 27 seconds East a distance of 33.65 feet to point found; THENCE continue following said property South 26 degrees 39 minutes 48 seconds East a distance of 49.04 feet to point found; THENCE continue following said property South 30 degrees 21 minutes 41 seconds East a distance of 26.04 feet to point found; THENCE continue following said property South 40 degrees 04 minutes 04 seconds East a distance of 23.86 feet to point found; THENCE continue following said property South 55 degrees 03 minutes 19 seconds East a distance of 41.33 feet to point found; THENCE continue following said property South 71 degrees 19 minutes 17 seconds East a distance of 26.06 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 47 seconds East a distance of 37.94 feet to point found; THENCE continue following said property South 84 degrees 26 minutes 26 seconds East a distance of 29.96 feet to point found; THENCE continue following said property North 83 degrees 05 minutes 23 seconds East a distance of 27.56 feet to point found; THENCE continue following said property North 78 degrees 30 minutes 13 seconds East a distance of 16.59 feet to point found; THENCE continue following said property North 80 degrees 17 minutes 18 seconds East a distance of 14.27 feet to point found; THENCE continue following said property North 84 degrees 29 minutes 22 seconds East a distance of 19.16 feet to point found; THENCE continue following said property South 82 degrees 37 minutes 00 seconds East a distance of 14.01 feet to point found; THENCE continue following said property South 88 degrees 04 minutes 05 seconds East a distance of 33.33 feet to a 5/8" rebar found; THENCE continue following said property South 84 degrees 44 minutes 50 seconds East a distance of 170.56 feet to a 5/8" rebar found; THENCE continue following said property North 78 degrees 23 minutes 22 seconds East a distance of 23.47 feet to point found; THENCE continue following said property North 72 degrees 07 minutes 47 seconds East a distance of 22.34 feet to point found; THENCE continue following said property North 64 degrees 03 minutes 09 seconds East a distance of 29.49 feet to point found; THENCE continue following said property North 66 degrees 26 minutes 19 seconds East a distance of 22.18 feet to point found; THENCE continue following said property North 74 degrees 24 minutes 17 seconds East a distance of 19.06 feet to point found; THENCE continue following said property North 80 degrees 34 minutes 27 seconds East a distance of 17.38 feet to point found; THENCE continue following said property North 84 degrees 47 minutes 28 seconds East a distance of 36.86 feet to point found; THENCE continue following said property North 75 degrees 52 minutes 09 seconds East a distance of 24.43 feet to point found; THENCE continue following said property North 55 degrees 27 minutes 49 seconds East a distance of 30.53 feet to point found; THENCE continue following said property North 49 degrees 46 minutes 22 seconds East a distance of 41.90 feet to point found; THENCE continue following said property North 57 degrees 37 minutes 07 seconds East a distance of 32.89 feet to point found; THENCE continue

following said property North 65 degrees 07 minutes 54 seconds East a distance of 25.27 feet to point found; THENCE continue following said property North 71 degrees 13 minutes 55 seconds East a distance of 22.32 feet to point found; THENCE continue following said property North 67 degrees 56 minutes 53 seconds East a distance of 31.26 feet to point found; THENCE continue following said property North 55 degrees 51 minutes 46 seconds East a distance of 20.47 feet to point found; THENCE continue following said property North 50 degrees 11 minutes 08 seconds East a distance of 27.74 feet to point found; THENCE continue following said property North 48 degrees 40 minutes 06 seconds East a distance of 32.57 feet to point found; THENCE continue following said property North 60 degrees 09 minutes 32 seconds East a distance of 37.66 feet to point found; THENCE continue following said property North 68 degrees 58 minutes 20 seconds East a distance of 36.27 feet to point found; THENCE continue following said property North 77 degrees 05 minutes 49 seconds East a distance of 36.60 feet to point found; THENCE continue following said property North 81 degrees 25 minutes 25 seconds East a distance of 45.23 feet to point found; THENCE continue following said property North 83 degrees 46 minutes 59 seconds East a distance of 42.49 feet to point found; THENCE continue following said property North 74 degrees 40 minutes 43 seconds East a distance of 54.43 feet to point found; THENCE continue following said property North 63 degrees 58 minutes 47 seconds East a distance of 34.90 feet to point found; THENCE continue following said property North 67 degrees 24 minutes 24 seconds East a distance of 23.17 feet to point found; THENCE continue following said property North 73 degrees 01 minutes 49 seconds East a distance of 38.59 feet to point found; THENCE continue following said property North 78 degrees 28 minutes 08 seconds East a distance of 28.83 feet to point found; THENCE continue following said property North 84 degrees 20 minutes 52 seconds East a distance of 46.31 feet to point found; THENCE continue following said property South 89 degrees 21 minutes 51 seconds East a distance of 30.32 feet to point found; THENCE continue following said property South 71 degrees 41 minutes 59 seconds East a distance of 29.20 feet to point found; THENCE continue following said property South 60 degrees 26 minutes 49 seconds East a distance of 29.02 feet to point found; THENCE continue following said property South 60 degrees 14 minutes 33 seconds East a distance of 32.73 feet to point found; THENCE continue following said property South 63 degrees 45 minutes 19 seconds East a distance of 24.74 feet to point found; THENCE continue following said property South 44 degrees 35 minutes 46 seconds East a distance of 23.10 feet to point found; THENCE continue following said property South 20 degrees 45 minutes 07 seconds East a distance of 11.29 feet to point found; THENCE continue following said property South 04 degrees 47 minutes 12 seconds West a distance of 13.41 feet to point found; THENCE continue following said property South 24 degrees 56 minutes 05 seconds West a distance of 17.72 feet to point found; THENCE continue following said property South 41 degrees 39 minutes 47 seconds West a distance of 24.30 feet to point found; THENCE continue following said property South 58 degrees 36 minutes 11 seconds West a distance of 15.98 feet to point found; THENCE continue following said property South 67 degrees 26 minutes 59 seconds West a distance of 22.54 feet to point found; THENCE continue following said property South 78 degrees 19 minutes 32 seconds West a distance of 25.83 feet to point found; THENCE continue following said property South 86 degrees 08 minutes 31 seconds West a distance of 38.95 feet to point found; THENCE continue following said property South 82 degrees 51 minutes 20 seconds West a distance of 16.42 feet to point found; THENCE continue following said property South 68 degrees 48 minutes 32 seconds West a distance of 19.36 feet to point found; THENCE continue following said property South 56 degrees 02 minutes 14 seconds West a distance of 50.05 feet to point found; THENCE continue following said property South

60 degrees 02 minutes 10 seconds West a distance of 41.86 feet to point found; THENCE continue following said property South 49 degrees 44 minutes 07 seconds West a distance of 29.17 feet to point found; THENCE continue following said property South 57 degrees 35 minutes 21 seconds West a distance of 40.16 feet to a 5/8" rebar found; THENCE continue following said property South 32 degrees 32 minutes 21 seconds West a distance of 169.92 feet to a 5/8" rebar found; THENCE continue following said property South 41 degrees 06 minutes 33 seconds West a distance of 110.40 feet to a nail found; THENCE continue following said property South 41 degrees 47 minutes 33 seconds West a distance of 54.77 feet to point found; THENCE continue following said property South 40 degrees 50 minutes 57 seconds West a distance of 33.43 feet to a 1/2" open top pipe found; THENCE continue following said property South 41 degrees 00 minutes 10 seconds West a distance of 273.94 feet to a 1/2" open top pipe found; THENCE continue following said property South 43 degrees 38 minutes 22 seconds West a distance of 272.12 feet to a 1/2" open top pipe found; THENCE continue following said property South 70 degrees 31 minutes 21 seconds West a distance of 198.25 feet to a 1/2" open top pipe found; THENCE continue following said property South 47 degrees 52 minutes 28 seconds West a distance of 257.01 feet to a 5/8" rebar found; THENCE continue following said property South 33 degrees 15 minutes 44 seconds West a distance of 135.21 feet to a 5/8" rebar found; THENCE following said property now or formerly Fannin Campbell the following said property South 30 degrees 20 minutes 13 seconds West a distance of 401.75 feet to a 5/8" rebar found; THENCE following said property now or formerly Davenport the following courses North 28 degrees 30 minutes 28 seconds West a distance of 457.18 feet to a hexagon rod found; THENCE continue following said property North 51 degrees 28 minutes 53 seconds West a distance of 197.81 feet to 1/2" open top pipe found; THENCE continue following said property North 50 degrees 41 minutes 33 seconds West a distance of 81.76 feet to a 18" poplar found; THENCE continue following said property North 58 degrees 23 minutes 34 seconds West a distance of 148.87 feet to a 1/2" open top pipe found; THENCE following said property now or formerly Hall the following courses South 14 degrees 06 minutes 18 seconds West a distance of 535.18 feet to a 5/8" rebar found; THENCE continue following said property South 57 degrees 49 minutes 59 seconds East a distance of 1802.54 feet to point found, said point being located along the southeast right of way of GA. HWY 76 (right of way varies); THENCE continue along said right-of-way following a curve to the left a chord bearing of North 58 degrees 14 minutes 17 seconds East a chord length of 120.23 feet, a radius of 643.03 feet and an arch length of 120.23 feet to point found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract A-2 contains 49.050 acres.

## DESCRIPTION OF

### Tract B

### AV Blue Ridge, LLC

#### **Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses North 57 degrees 49 minutes 59 seconds West a distance of 1802.54 feet to a 5/8" rebar found; THENCE continue following said property North 14 degrees 06 minutes 18 seconds East a distance of 535.18 feet to a 1/2" open top pipe found; THENCE following said property now or formerly Davenport the following courses North 58 degrees 12 minutes 28 seconds West a distance of 243.61 feet to a 1" rod found; THENCE continue following said property North 50 degrees 52 minutes 31 seconds West a distance of 358.76 feet to a 1/2" open top pipe found; THENCE continue following said property North 50 degrees 52 minutes 20 seconds West a distance of 363.19 feet to a 1" rod found; THENCE continue following said property North 48 degrees 27 minutes 10 seconds West a distance of 187.48 feet to a 1/2" open top pipe found; THENCE continue following said property North 56 degrees 44 minutes 18 seconds West a distance of 83.59 feet to a 1" rod found; THENCE continue following said property North 32 degrees 39 minutes 23 seconds West a distance of 127.98 feet to a 1/2" open top pipe found; THENCE continue following said property North 27 degrees 56 minutes 50 seconds West a distance of 46.08 feet to a 1" open top pipe found; THENCE continue following said property North 30 degrees 03 minutes 12 seconds West a distance of 130.65 feet to a 1/2" open top pipe found; THENCE continue following said property North 32 degrees 04 minutes 25 seconds West a distance of 76.51 feet to a 1-1/2" rod found; THENCE continue following said property North 55 degrees 49 minutes 15 seconds West a distance of 250.65 feet to a 1" rod found; THENCE continue following said property North 58 degrees 17 minutes 06 seconds West a distance of 73.04 feet to a 1/2" open top pipe found; THENCE continue following said property North 61 degrees 15 minutes 54 seconds West a distance of 137.39 feet to a hexagon rod found; THENCE continue following said property North 27 degrees 10 minutes 09 seconds East a distance of 123.42 feet to a concrete marker found, said point being located along the southeast right of way of GA. HWY 76 (right of way varies); THENCE continue along said right-of-way following a curve to the left a chord bearing of North 68 degrees 57 minutes 59 seconds East a chord length of 120.23 feet, a radius of 643.03 feet and an arch length of 120.40 feet to point found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract B contains 16.649 acres.



FIRST READING March 12, 2019

ADVERTISED February 13, 2019

PASSED April 9, 2019

AN ORDINANCE NO. BR2019-05

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING A TRACT OR PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCELS BR-02 258 OWNED BY RUSSELL STEVENSON AND BEING APPROXIMATELY .38 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE PLAT AND WARRANTY DEED WHICH ARE ATTACHED HERETO AND, WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM R-1 (Low Density Residential) TO R-3 (High Density Residential), WITHOUT CONDITIONS; REPEALING CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**BE IT ORDAINED** by the City Council of Blue Ridge, Georgia as follows:

**SECTION 1**  
**ZONING IMPOSED WITHOUT CONDITIONS**

That from and after the passage of this ordinance the following described parcel within the City of Blue Ridge shall be rezoned and so designated on the zoning map of the City of Blue Ridge as R-3 (High Density Residential) and subject to all requirements of said new zoning category, being designated as tax parcel BR02 258 and as described on the attached plat and warranty deed, currently owned by Russell Stevens and being approximately .38 acres, with the following conditions:

Conditions:

(1) None

Legal Description:

The legal description of the above-referenced property, which is being rezoned from R-1 to R-3, is as follows:

All that tract and parcel of land being approximately .38 acres and lying and being within the City of Blue Ridge, Fannin County, Georgia, and owned by Russell Stevenson, and more particularly described on the plat and warranty deed which are attached hereto and incorporated by reference hereof, into this legal description.

**SECTION 2:**  
**REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT**

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

**SECTION 3.**  
**SEVERABILITY**

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

**SECTION 4.**  
**AMENDMENT TO THE ZONING MAP**

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

**SECTION 5.**  
**EFFECTIVE DATE**

The effective date of 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 and passed by a majority of the City Council, this 9 day of April, 2019.

**BLUE RIDGE CITY COUNCIL**

By: Donna White  
Mayor

Attest:  
Kelsey Ledford  
Kelsey Ledford, City Clerk

Return Recorded Document to:  
WYNDHAM AND ASSOCIATES ID #58-2199888  
2460 E. FIRST STREET  
SUITE B-6

BLUE RIDGE, GA 30513

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF FANNIN

File #: 1604-07

This Indenture made this 10th day of May, 2016 between RUTH ALLEN, of the County of, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and RUSS STEVENSON, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE 8TH DISTRICT AND 2ND SECTION OF FANNIN COUNTY, GEORGIA, BEING PART OF LAND LOT NO. 278, AND LOCATED IN THE CITY OF BLUE RIDGE, GEORGIA, AND FULLY DESCRIBED IN A DEED FROM J. D. PARKS TO G. W. MCAFEE, AND RECORDED IN BOOK "U" AT PAGE 454, FANNIN COUNTY, RECORDS ON JANUARY 15, 1906; ALSO A PART OF TOWN LOT NO. 1, IN BLOCK NO. 2, OF THE COLLEGE ADDITION TO THE CITY OF BLUE RIDGE, MAKING A PARCEL OF LAND CONVEYED EIGHTEEN AND ONE-HALF FEET FRONT AND EXTENDING BACK 100 FEET, FIFTEEN AND ONE-HALF FEET ACROSS THE BACK. THIS PROPERTY FRONTS DEPOT STREET A DISTANCE OF 118.5 FEET.

THE ABOVE DESCRIBED PROPERTY IS KNOWN AS THE W.R. YORK HOME PLACE PROPERTY.

BEING THE PROPERTY CONVEYED BY THE AUTHORITY GRANTED IN THAT FINAL ORDER GRANTING LEAVE TO SELL REAL AND/OR PERSONAL PROPERTY AT PRIVATE SALE, SAID ORDER ISSUED FEBRUARY 5, 1996, BY THE PROBATE COURT OF FANNIN COUNTY, GEORGIA.

BEING A PORTION OF SAID PROPERTY CONVEYED TO LEWIS ALLEN AND RUTH ALLEN FROM JEAN E ARP AND JAMES L DAVENPORT, DATED FEBRUARY 23, 1996, RECORDED FEBRUARY 26, 1996, IN DEED BOOK 240, PAGE 723, FANNIN COUNTY RECORDS.

MAP PARCEL #BR02 258

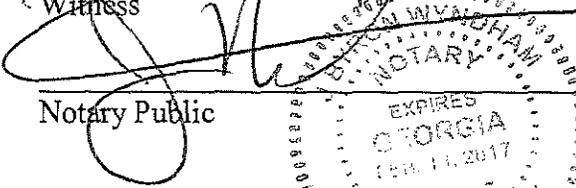
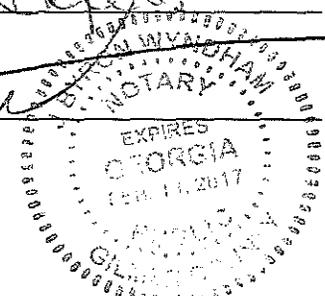
This Deed is given subject to all easements and restrictions of record, if any.

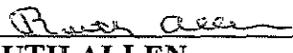
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness  
  
Notary Public  


  
RUTH ALLEN (Seal)

\_\_\_\_\_  
(Seal)



1  
2 FIRST READING February 12, 2019

3 ADVERTISED April 3, 2019

4 PUBLIC HEARING February 12, 2019

5 PASSED April 9, 2019

6 AN ORDINANCE NO. BR2019-04

7 AN ORDINANCE TO ESTABLISH GUIDELINES AND RULES GOVERNING  
8 SHORT-TERM RENTALS, TO PROVIDE FOR THE USE OF CERTAIN  
9 FORMS AND TO ESTABLISH FEES; FOR ESTABLISHING STANDARDS  
10 FOR CONSIDERATION OF APPLICATIONS AND FOR OTHER PURPOSES;

11 **WHEREAS**, the City Council and Mayor of the City of Blue Ridge,  
12 Georgia, desires to establish certain safeguards related to the operation of short-  
13 term rentals within the City; and

14 **WHEREAS**, the City Council and Mayor of the City of Blue Ridge,  
15 Georgia, finds that the provisions contained herein shall promote the health, safety,  
16 and welfare of the residents of the City and those who visit the City and utilize  
17 short-term rentals;

18 **NOW, THEREFORE, BE IT ORDERED, AND IT IS HEREBY**  
19 **ORDAINED** by the Council of the City of Blue Ridge, Georgia, as authorized by  
20 the City Charter and general law, enacts the following:

21 **SECTION 1.**  
22 **SHORT TITLE**  
23

24 This ordinance shall be titled the "City of Blue Ridge Short Term Vacation  
25 Rental Ordinance."

26 **SECTION 2.**  
27 **DEFINITIONS**  
28

29 For the purpose of this ordinance, the following terms, phrases, words and  
30 derivations shall have the meaning given herein. When not inconsistent with the  
31 context, words used in the present tense include the future, words in the plural  
32 number include the singular number, and words in the singular number include the  
33 plural number. The word "shall" is always mandatory and not merely dicta.

34 A. *Short term vacation rental.* Short term vacation rental means an  
35 accommodation for transient guests where, in exchange for  
36 compensation, a residential dwelling unit is provided for lodging for a  
37 period of time not to exceed 30 consecutive days. Short term vacation  
38 rental shall not include any residential dwelling unit not regularly  
39 offered for rental, which shall be defined as any residence offered for  
40 rental less than fourteen (14) days in any given calendar year. For the  
41 purposes of this definition, a residential dwelling shall include all  
42 housing types and shall exclude group living or other lodging uses.

43 **SECTION 3**  
44 **REGULATIONS FOR SHORT TERM VACATION RENTALS**  
45

46 Short term vacation rentals may be offered to the public for rental only on  
47 properties zoned for commercial use which currently are Central Business District  
48 (“CBD”), Limited Commercial (“C-1”) or General Commercial (“C-2”) and  
49 following issuance of a short term vacation rental certificate, receipt of an  
50 occupation tax certificate, and payment of any and all applicable State and City  
51 taxes. Any taxes owed to the City shall be paid and any failure to remit the same or  
52 to register pursuant to this ordinance shall be subject to the penalties set forth in the  
53 City of Blue Ridge, Georgia’s Code of Ordinances. Owners shall also use his or  
54 her best efforts to insure occupants do not disrupt or interfere with rights of  
55 adjacent property owners to quiet enjoyment of their property and shall adhere to  
56 the following requirements:

- 57 A. Owners shall not allow occupants to violate any federal, state, or local  
58 law, statute, rule or ordinances.
- 59 B. Owners shall not allow overnight occupancy to exceed the maximum  
60 capacity as identified in the rental certificate application.

61 **SECTION 4**  
62 **APPLICATION; FEE**  
63

- 64 A. An application for a short term vacation rental certificate shall be  
65 submitted, under oath, on a form specified by the City Clerk or City

66 Attorney, or their designee, accompanied by a \$25.00 non-refundable  
67 application fee as set forth by the City Council, which shall include at  
68 a minimum the following information or documentation:

- 69 1. The name, address, telephone and email address of the owner(s)  
70 of record of the dwelling unit for which a certificate is sought.  
71 If such owner is not a natural person, the application shall  
72 identify all partners, officers and/or directors of any such entity,  
73 including personal contact information;
- 74 2. The address of the unit to be used as a short term vacation  
75 rental;
- 76 3. The name, address, telephone number and email address of the  
77 short term vacation rental agent, which shall constitute his or  
78 her 24-hour contact information and who shall:
  - 79 a. Be reasonably available to handle any problems arising  
80 from use of the short term vacation rental unit;
  - 81 b. Be available by telephone within 24 hours following  
82 notification from the City Clerk, Police Chief or the City  
83 Attorney, or his/her designee, of issues related to the use  
84 or occupancy of the premises.

85 c. Receive and accept service of any notice of violation  
86 related to the use or occupancy of the premises; and

87 d. Monitor the short term vacation rental unit for  
88 compliance with this ordinance.

89 4. The owner's sworn acknowledgment that he or she has received  
90 a copy of this section, has reviewed it and understands its  
91 requirements;

92 5. The owner shall state the maximum occupancy for the  
93 residence, which shall be the same number as advertised and  
94 marketed to potential renters by or on behalf of the owner;

95 6. The owner's agreement to use his or her best efforts to assure  
96 that use of the premises by short term vacation rental occupants  
97 will not disrupt the neighborhood, and will not interfere with  
98 the rights of neighboring property owners to the quiet  
99 enjoyment of their properties;

100 7. A copy of an agreement between the owner and occupant(s)  
101 which obligate the occupant to abide by all of the requirements  
102 of the ordinance, and other City ordinances, state and federal  
103 law, and that such a violation of any of these rules may result in  
104 the immediate termination of the agreement and eviction from

105 the premises, as well as potential liability for payment of fines  
106 levied;

107 8. Proof of the owner's and/or property management company's  
108 contract with the owner] current ownership of the short term  
109 vacation rental unit; and

110 9. Proof of visible rental sign that includes 911 address of  
111 property.

112 B. Registration under this code section is not transferrable and should  
113 ownership of a short term vacation rental change, a new application is  
114 required, including application fee. In the event of any other change in  
115 the information or facts provided in the application, the holder of the  
116 short term rental certificate shall amend the filed application without  
117 payment of any additional application fee.

118 C. After issuance of a rental certificate, the holder shall identify on each  
119 monthly hotel/motel tax return the current identification number(s) of  
120 the dwelling unit on any internet based advertising, listing or on-line  
121 rental platform including, but not limited to, [www.vrbo.com](http://www.vrbo.com),  
122 [www.airbnb.com](http://www.airbnb.com), [www.homeaway.com](http://www.homeaway.com) or other similar services.

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**SECTION 5**  
**REVIEW OF APPLICATION**

Review of an application shall be conducted by the City Clerk or the City Attorney, or their designee, in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Ordinance, or otherwise fails to demonstrate the ability to comply with local, state, or federal laws. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications. A certificate shall not be issued unless the owner demonstrates compliance with the applicable codes.

**SECTION 6**  
**VIOLATIONS; REVOCATION**

A. In any instance in which use of the short term rental by a guest results in a violation of these ordinances, or any other ordinance of the City, notice of such violation shall be provided to the short term vacation rental agent. Failure to remedy any notice of violations may result in the issuance of a citation, which shall be prosecuted pursuant to this Code. Upon a conviction of violation, the City Clerk or the City Attorney may revoke the short term vacation rental certificate and may reject all applications for the subject premises for a period of 12 consecutive months.

146 B. Short term rentals occurring on or after June 3, 2019 without a  
147 valid rental certificate shall constitute a violation of this ordinance and  
148 shall be subject to a minimum fine of \$250.00. Each occurrence shall  
149 constitute a separate offense.

150 C. Nothing in this ordinance shall be construed to limit any action by the  
151 City to seek the remediation of any dangerous condition at the short  
152 term vacation rental or to take any action seeking to protect and  
153 preserve against any threat to public safety.

154 **SECTION 7**  
155 **APPEAL RIGHTS**  
156

157 A person aggrieved by the City Clerk's or City Attorney's decision to revoke,  
158 suspend or deny a short term vacation rental certificate may appeal the decision to  
159 the Blue Ridge City Council. The appeal must be filed with the City Clerk's office  
160 in writing, within 30 calendar days after the adverse action and it shall contain a  
161 concise statement of the reasons for the appeal. A decision from the City Council  
162 rendered at its next regularly scheduled meeting and the Council may hold any  
163 hearing deemed necessary in consideration of the appeal or may simply vote to  
164 reverse or confirm the appealed decision.

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**SECTION 8**  
**REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT**

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

**SECTION 9**  
**SEVERABILITY**

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

187 **SECTION 10**  
188 **EFFECTIVE DATE/TOLLING/GRANDFATHERED USE**  
189

190 The effective date of this Ordinance shall be immediately upon its passage  
191 by the City Council and execution by the Mayor or upon fifteen (15) days expiring  
192 from the date of its passage without a veto of said Ordinance by the Mayor as set  
193 forth in the City Charter at Section 3.23(b). The Ordinance shall be tolled and not  
194 enforced against any owner or property who is currently operating a short-term  
195 rental on property not currently zoned in a commercial category set forth in this  
196 ordinance if the owner or the owner's agent files an application seeking a rezoning  
197 or a variance from the provisions of this Ordinance within thirty (30) days of the  
198 effective date of this Ordinance. If the rezoning or variance is denied, the  
199 Ordinance will no longer be tolled and will be immediately enforceable. In the  
200 event an owner or the owner's agent is currently operating a short-term rental on  
201 real property that is not zoned in a commercial category set forth in this ordinance  
202 AND has been paying the monthly hotel/motel tax for a period of twelve  
203 consecutive months, in which the property was rented, shall be considered to be  
204 grandfathered and allowed to continue operation until there is a change in  
205 ownership of said property. However, all other terms and conditions of this  
206 Ordinance shall apply to any grandfathered short-term rental located on property  
207 zoned a category other than a commercial category set forth in this ordinance.

208

SO ORDAINED, this 9 day of April, 2019.

209

**BLUE RIDGE CITY COUNCIL**

210

211

212

By: *Dennis White*  
Mayor

213

214

215 Attest:

216

217

218

*Kelsey Ledford*  
Kelsey Ledford, City Clerk

219



Stephens & Sons Construction  
P.O. Box 714  
Mineral Bluff, Ga. 30559  
706-258-3777  
J.W. Cell 706-633-6322  
Danny cell: 706-633-8970

3-22-2019

Estimate for:  
Blue Ridge City Hall (attn: Jeff)  
(estimate total good for 30 days from the above date)

1) Materials.....	\$ 2,800.00
2) Labor.....	\$ 3,500.00
3) Stucco.....	\$ 3,000.00
4) Paint.....	\$ 1,200.00
5) Clean-up and hauling off debris.....	\$ 800.00

Estimate total.....\$11,300.00

½ Down (\$5,650.00)

Draws as needed.

Please make checks payable to: James Stephens



David Allen  
City Hall Roof Repair.

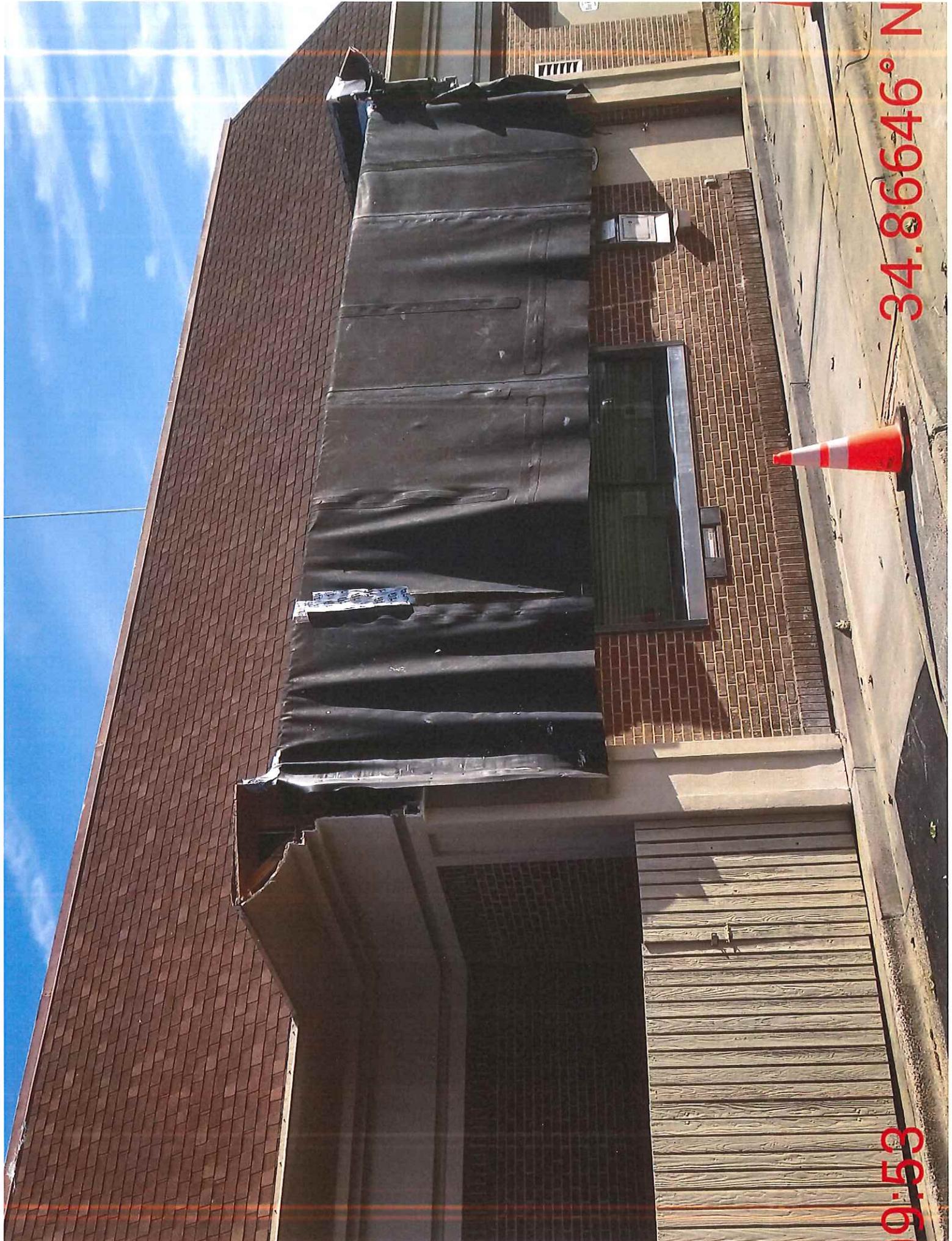
Scope of Work.

Repair crown where drive thru was removed to match existing crown.

Add new flashing around crown.

Replace rubber roofing on existing drive thru roof.

Bid of \$24,000.00 includes material, and labor.



34.86646° N

19:53

## City of Blue Ridge

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

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
May 14, 2019 at 6:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius,  
Kenneth Gaddis, Harold Herndon and  
Rhonda Haight  
City Clerk Kelsey Ledford  
Zoning, Land Development and Project Manager Jeff Stewart

Absent: Council Member Nathan Fitts  
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 Kenneth Gaddis offered a word of prayer followed by the Pledge of Allegiance.

3) Approval of Minutes from Previous Meeting

a) Council Member Rhonda Haight made a motion to approve the April 9, 2019 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

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

Council Member Kenneth Gaddis made a motion to approve the agenda as presented. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

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

5) Cesar Martinez—Blue Ridge Business Association:

Cesar Martinez, president of the Blue Ridge Business Association was not present.

## City of Blue Ridge

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

6) Traver Aiken—Blue Ridge Housing Authority:

Traver Aiken, Executive Director of the Blue Ridge Housing Authority gave a presentation of the Blue Ridge Housing Authority's current conversion from Public Housing to Multi-Family Housing. Mr. Aiken submitted a letter of summary for the record (attached).

7)

8)

9)

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

10) Land Use Map Amendment (Second Reading & Adoption) ROLL CALL VOTE:

Council Member Rhonda Haight made a motion to approve Ordinance No. BR2019-06 (attached) in regards to the annexation of property owned by AV Blue Ridge LLC. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

11) Short-Term Rental Ordinance Amendment (First Reading):

Mayor Donna Whitener gave a summary of the proposed amendments incorporated in Ordinance No. BR2019-07 (attached).

12) Derelict Property Ordinance (First Reading):

Mayor Donna Whitener read the first paragraph of Ordinance No. BR2019-08 (attached). The Mayor and Council discussed asking City Attorney James Balli to incorporate language that would (1) name the officer, (2) address situations that include individuals with disabilities who can not do for themselves or have family/friends who are unable to assist them with complying with the ordinance, (3) whether or not lawns are included and that (4) records shall be filed at City Hall.

13) Lawn Maintenance Contract:

Zoning, Land Development and Project Manager Jeff Stewart presented the Mayor and Council with two proposals for lawn maintenance (attached). Mayor Donna Whitener discussed that the selected company would replace the work detail, provided by Colwell Probation Detention Center, also known as W10. After some discussion, Council Member Rhonda Haight made a motion to proceed with allowing City Attorney James Balli to write a contract between the City and 4-V Ranch LLC (to include the terms of (1) allowing the City to access background checks for the company's employees who will be working in Blue Ridge, (2) that spraying weed killer be included in their services, (3) that

## City of Blue Ridge

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the term of service for 2019 be from June thru November and (4) the contract be reduced from the proposed two year contract to a six month contract) and to give Mayor Donna Whitener the authority to sign said contract. The motion was seconded by Council Member Robbie Cornelius. The Council voted 3-1 with Council Member Kenneth Gaddis opposed. Motion carried.

14) Downtown Development Authority Bylaws and Regular Meeting Schedule Approval:

The Mayor and Council were presented with the Downtown Development Authority Bylaws and proposed regular meeting schedule (attached). Council Member Rhonda Haight made a motion to approve both. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

15) Speed Limit Change by Co-Op:

Council Member Kenneth Gaddis made a motion to change the speed limit on East Main Street, between Josh Hall Road and Mountain Street, to 15 MPH. Before a second or vote occurred, Mayor Donna Whitener began discussing the topic. She mentioned that the City would need to change the speed limit by ordinance and advertise the change. The Council agreed that all City streets would need to be evaluated in regards to appropriate recommended speeds. Council Member Kenneth Gaddis made a motion to have Zoning, Land Development and Project Manager Jeff Stewart and Chief Johnny Scarce evaluate the City street and give a recommendation to the Council that City Attorney James Balli will incorporate in an ordinance to be adopted. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried. It was then discussed that this topic may be on the agenda for the May 22<sup>nd</sup> meeting with the Downtown Development Authority.

### **Purchasing Approvals:**

16) Cyber Liability Coverage:

The Mayor and Council briefly discussed the submitted proposal for cyber liability coverage before deciding that they would like more information/detail as to what will be prevent/protected in approved. Council Member Rhonda Haight made a motion to table the topic. The motion was seconded by Council Member Robbie Cornelius. The Council voted 4-0. Motion carried.

17) Johnson Paving Invoice No. 2514:

Council Member Kenneth Gaddis made a motion to approve Johnson Paving's invoice no. 2514 in the amount of \$18,608.18 for paving on Mountain Street (attached). The

### City of Blue Ridge

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motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried. It was confirmed that payment shall be taken from the Water fund.

18) Carter & Sloope Task Release No. 21 (Sanitary Sewage Lift Station Evaluations):

The Mayor and Council were presented with Task Release No. 21 from Carter & Sloope in the amount of \$4,250.00 (attached). Council Member Rhonda Haight made a motion to approve. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 4-0. Motion carried.

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

19) Announcement of Joint Council and Downtown Development Authority Meeting (May 22<sup>nd</sup> at 5:00 p.m.):

Mayor Donna Whitener announced that a joint meeting would soon be called for May 22 at 5:00 p.m. and informed the media that notice would be sent out soon.

20) Executive Session (if needed)—Personnel:

Council Member Kenneth Gaddis made a motion to close the meeting for an executive session for the purpose of discussing personnel matters. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

Council Member Kenneth Gaddis 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.

Mayor Donna Whitener announced that no official action is being taken at this time.

21) Adjournment:

Council Member Kenneth Gaddis 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

\_\_\_\_\_  
June 11, 2019

Approved





Phone: 706-632-5742  
Fax: 706-632-2406  
Email: [mbluehous@tds.net](mailto:mbluehous@tds.net)

HOUSING AUTHORITY OF CITY OF BLUE RIDGE  
30 OUIDA ST. BLDG G1  
BLUE RIDGE, GA. 30513

PHONE: 706-632-5742 FAX: 706-632-2406

Tonya Nuelle – Board Chair  
Bill Tilly – Board member  
Donna Gay – Board Member  
Deb Cantrell – Board Member  
Donnie Kent – Resident Board Member

For the Blue Ridge City Council meeting minutes.

May 15, 2019

The Blue Ridge Housing Authority is currently seeking, through HUD regulations, to convert from “Public Housing” to “Multi-Family Housing” (Section 8) through RAD (Rental Assistance Demonstration). RAD is a voluntary program run by the U.S. Department of Housing and Urban Development (HUD). Under RAD, HUD will change the way it provides rental assistance to the property from public housing to a long-term Section 8 assistance contract. The Section 8 program would make it easier for us to access money to repair and improve the property, either now or in the future. This provides a steadier funding process for the Housing Authority and also the ability to leverage our property for future development and/or modernization.

The current plans for the Blue Ridge Housing Authority (BRHA) is to re-develop our current 48 units of Public Housing and bring in more income-based housing for the City of Blue Ridge. The BRHA wants to make sure citizens of Blue Ridge understand that we are NOT getting rid of our “Public Housing” we are just switching to another form of subsidized housing under the “Umbrella” of HUD. We are hopeful that this process could begin within 2 years after converting to RAD.

If anyone wants to learn more about “RAD” please visit our website [blueridgeha.org](http://blueridgeha.org) and click on the “RAD” tab which will provide all of the HUD literature regarding this process. We also hold monthly **Board Meetings every 3<sup>rd</sup> Thursday of each month at 8:30 am in our Community Room located at 30 Ouida St. Bldg. G-1; Blue Ridge, GA 30513.**

Thank you,

Traver Aiken  
Executive Director



FIRST READING April 9, 2019

ADVERTISED May 8, 2019

PASSED May 14, 2019

AN ORDINANCE NO. BR2019-06

AN ORDINANCE, PURSUANT TO O.C.G.A. § 36-36-20 ET. SEQ., TO ANNEX A 65.699 ACRE TRACT OF LAND, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE LEGAL DESCRIPTIONS AND SURVEY WHICH ARE ATTACHED HERETO AND WHICH ARE INCORPORATED BY REFERENCE INTO THIS ORDINANCE; SAID TRACT LYING AND BEING IN FANNIN COUNTY, GEORGIA INTO THE CORPORATE LIMITS OF THE CITY OF BLUE RIDGE, GEORGIA; TO AMEND THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA BY ZONING SAID ANNEXED TRACT OF LAND TO THE ZONING CATEGORY OF R-2 (Medium Density Residential), WITH CONDITIONS; TO REZONE A TRACT OR PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL BR-0053 079 AND BEING APPROXIMATELY .950 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED ON THE LEGAL DESCRIPTION AND SURVEY WHICH ARE ATTACHED HERETO AND WHICH IS INCORPORATED BY REFERENCE INTO THIS ORDINANCE, AND REZONING THE PROPERTY FROM R-A (Residential Agriculture) TO R-2 (Medium Density Residential), WITH CONDITIONS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**BE IT ORDAINED** by the City Council of Blue Ridge, Georgia as follows:

**SECTION 1**

**ANNEXATION**

As contemplated by O.C.G.A. § 36-36-20, the City of Blue Ridge, Georgia received a request from 100% of the owners of a tract of land consisting of 65.699 acres (See Exhibit A attached hereto) located in Fannin County, Georgia and being

contiguous to the corporate limits of the City of Blue Ridge, Georgia. Notice was provided of said application to Fannin County as required by law and Fannin County did not file any objection within the time limits established by the General Assembly, the approximate 65.699 acres of real property as described in the legal descriptions and survey attached hereto as Exhibit "A" is hereby annexed into the corporate limits of the City of Blue Ridge, Georgia. The Clerk is directed to make the appropriate entries in any applicable record and to, with assistance from the City Attorney, notify the Department of Community Affairs as required by law.

### **ZONING IMPOSED WITH CONDITIONS**

That from and after the passage of this ordinance the following described parcel consisting of approximately 65.699 acres (See Exhibit "A") and within the corporate limits of the City of Blue Ridge shall be zoned and so designated on the zoning map of the City of Blue Ridge as R-2 (Medium Density Residential) and subject to all requirements of said new zoning category; and that from and after the passage of this ordinance the following described parcel consisting of approximately .950 acres (See Exhibit "B") zoned R-A and within the corporate limits of the City of Blue Ridge shall be rezoned and so designated on the zoning map of the City of Blue Ridge as R-2 (Medium Density Residential) and subject to all requirements of said new zoning category; both parcels having the following conditions:

Conditions:

- (1) Prior to issuance of a land disturbance permit, the final Site Plan shall require approval by the City Council and any water or sewer capacity issues shall be addressed by appropriate conditions at that time.
- (2) Prior to issuance of a land disturbance permit, owner or applicant to present a letter from the Fannin County Fire Chief confirming there is sufficient fire capacity to serve the homes depicted on the final Site Plan.
- (3) Prior to issuance of a land disturbance permit, a letter from the Fannin County School Superintendent must be presented confirming there is sufficient school capacity to serve the homes depicted on the final Site Plan.
- (4) \_\_\_\_\_  
\_\_\_\_\_

Legal Description:

The legal description of the above-referenced property, which is being zoned to R-2, is as follows:

All that tract and parcel of land being approximately 66.649 acres and lying and being within the corporate limits of the City of Blue Ridge, Fannin County, Georgia, and more particularly described on the legal descriptions and survey

which are attached hereto as Exhibit “C” and incorporated by reference hereof, into this legal description.

## **SECTION 2:**

### **REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT**

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

## **SECTION 3.**

### **SEVERABILITY**

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

for separate and divisible parts and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

**SECTION 4.**

**AMENDMENT TO THE ZONING MAP**

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

**SECTION 5.**

**EFFECTIVE DATE**

The effective date of 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 and passed by a majority of the City Council, this 14 day of May, 2019.

**BLUE RIDGE CITY COUNCIL**

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

Attest:

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

# Exhibit “A”

**DESCRIPTION OF**

**Tract A-2**

**AV Blue Ridge, LLC**

**Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses South 26 degrees 48 minutes 40 seconds East a distance of 34.70 feet to a 5/8" rebar found; THENCE continue following said property South 72 degrees 04 minutes 48 seconds East a distance of 410.79 feet to a 1/2" rebar found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 197.91 feet to a point found; THENCE following said property now or formerly Hall the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; THENCE following said property now or formerly Fannin County the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; South 29 degrees 48 minutes 09 seconds East a distance of 16.75 feet to point found; THENCE continue following said property South 27 degrees 16 minutes 15 seconds East a distance of 22.63 feet to point found; THENCE continue following said property South 36 degrees 33 minutes 44 seconds East a distance of 11.52 feet to point found; THENCE continue following said property South 60 degrees 37 minutes 57 seconds East a distance of 52.80 feet to point found; THENCE continue following said property South 49 degrees 21 minutes 24 seconds East a distance of 18.61 feet to point found; THENCE continue following said property South 55 degrees 51 minutes 58 seconds East a distance of 34.78 feet to point found; THENCE continue following said property South 49 degrees 48 minutes 21 seconds East a distance of 15.79 feet to point found; THENCE continue following said property South 45 degrees 17 minutes 31 seconds East a distance of 24.15 feet to point found; THENCE continue following said property South 43 degrees 06 minutes 54 seconds East a distance of 31.71 feet to point found; THENCE continue following said property South 51 degrees 36 minutes 57 seconds East a distance of 30.68 feet to point found; THENCE continue following said property South 68 degrees 17 minutes 48 seconds East a distance of 41.99 feet to point found; THENCE continue following said property South 81 degrees 59 minutes 23 seconds East a distance of 23.13 feet to point found; THENCE continue following said property South 05 degrees 05 minutes 41 seconds West a distance of 8.82 feet to point found; THENCE continue following said property South 63 degrees 17 minutes 31 seconds East a distance of 16.67 feet to point found; THENCE continue following said property South 71 degrees 25 minutes 31 seconds East a distance of 30.27 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 23 seconds East a distance of 55.55 feet to point found; THENCE continue following said property South 62 degrees 40 minutes 35 seconds East a distance of 76.60 feet to point found; THENCE continue following said property South 67 degrees 03 minutes 47 seconds East a distance of 81.27 feet to point found; THENCE following said property now or formerly

Lambert the following courses South 53 degrees 59 minutes 58 seconds East a distance of 60.18 feet to a point found; THENCE continue following said property South 59 degrees 39 minutes 51 seconds East a distance of 31.27 feet to point found; THENCE continue following said property South 59 degrees 08 minutes 19 seconds East a distance of 42.75 feet to point found; THENCE continue following said property South 72 degrees 03 minutes 44 seconds East a distance of 43.39 feet to point found; THENCE continue following said property South 82 degrees 38 minutes 39 seconds East a distance of 40.00 feet to point found; THENCE continue following said property South 81 degrees 30 minutes 46 seconds East a distance of 31.41 feet to point found; THENCE continue following said property South 66 degrees 20 minutes 40 seconds East a distance of 24.92 feet to point found; THENCE continue following said property South 48 degrees 14 minutes 05 seconds East a distance of 9.34 feet to point found; THENCE continue following said property South 35 degrees 12 minutes 27 seconds East a distance of 33.65 feet to point found; THENCE continue following said property South 26 degrees 39 minutes 48 seconds East a distance of 49.04 feet to point found; THENCE continue following said property South 30 degrees 21 minutes 41 seconds East a distance of 26.04 feet to point found; THENCE continue following said property South 40 degrees 04 minutes 04 seconds East a distance of 23.86 feet to point found; THENCE continue following said property South 55 degrees 03 minutes 19 seconds East a distance of 41.33 feet to point found; THENCE continue following said property South 71 degrees 19 minutes 17 seconds East a distance of 26.06 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 47 seconds East a distance of 37.94 feet to point found; THENCE continue following said property South 84 degrees 26 minutes 26 seconds East a distance of 29.96 feet to point found; THENCE continue following said property North 83 degrees 05 minutes 23 seconds East a distance of 27.56 feet to point found; THENCE continue following said property North 78 degrees 30 minutes 13 seconds East a distance of 16.59 feet to point found; THENCE continue following said property North 80 degrees 17 minutes 18 seconds East a distance of 14.27 feet to point found; THENCE continue following said property North 84 degrees 29 minutes 22 seconds East a distance of 19.16 feet to point found; THENCE continue following said property South 82 degrees 37 minutes 00 seconds East a distance of 14.01 feet to point found; THENCE continue following said property South 88 degrees 04 minutes 05 seconds East a distance of 33.33 feet to a 5/8" rebar found; THENCE continue following said property South 84 degrees 44 minutes 50 seconds East a distance of 170.56 feet to a 5/8" rebar found; THENCE continue following said property North 78 degrees 23 minutes 22 seconds East a distance of 23.47 feet to point found; THENCE continue following said property North 72 degrees 07 minutes 47 seconds East a distance of 22.34 feet to point found; THENCE continue following said property North 64 degrees 03 minutes 09 seconds East a distance of 29.49 feet to point found; THENCE continue following said property North 66 degrees 26 minutes 19 seconds East a distance of 22.18 feet to point found; THENCE continue following said property North 74 degrees 24 minutes 17 seconds East a distance of 19.06 feet to point found; THENCE continue following said property North 80 degrees 34 minutes 27 seconds East a distance of 17.38 feet to point found; THENCE continue following said property North 84 degrees 47 minutes 28 seconds East a distance of 36.86 feet to point found; THENCE continue following said property North 75 degrees 52 minutes 09 seconds East a distance of 24.43 feet to point found; THENCE continue following said property North 55 degrees 27 minutes 49 seconds East a distance of 30.53 feet to point found; THENCE continue following said property North 49 degrees 46 minutes 22 seconds East a distance of 41.90 feet to point found; THENCE continue following said property North 57 degrees 37 minutes 07 seconds East a distance of 32.89 feet to point found; THENCE continue

following said property North 65 degrees 07 minutes 54 seconds East a distance of 25.27 feet to point found; THENCE continue following said property North 71 degrees 13 minutes 55 seconds East a distance of 22.32 feet to point found; THENCE continue following said property North 67 degrees 56 minutes 53 seconds East a distance of 31.26 feet to point found; THENCE continue following said property North 55 degrees 51 minutes 46 seconds East a distance of 20.47 feet to point found; THENCE continue following said property North 50 degrees 11 minutes 08 seconds East a distance of 27.74 feet to point found; THENCE continue following said property North 48 degrees 40 minutes 06 seconds East a distance of 32.57 feet to point found; THENCE continue following said property North 60 degrees 09 minutes 32 seconds East a distance of 37.66 feet to point found; THENCE continue following said property North 68 degrees 58 minutes 20 seconds East a distance of 36.27 feet to point found; THENCE continue following said property North 77 degrees 05 minutes 49 seconds East a distance of 36.60 feet to point found; THENCE continue following said property North 81 degrees 25 minutes 25 seconds East a distance of 45.23 feet to point found; THENCE continue following said property North 83 degrees 46 minutes 59 seconds East a distance of 42.49 feet to point found; THENCE continue following said property North 74 degrees 40 minutes 43 seconds East a distance of 54.43 feet to point found; THENCE continue following said property North 63 degrees 58 minutes 47 seconds East a distance of 34.90 feet to point found; THENCE continue following said property North 67 degrees 24 minutes 24 seconds East a distance of 23.17 feet to point found; THENCE continue following said property North 73 degrees 01 minutes 49 seconds East a distance of 38.59 feet to point found; THENCE continue following said property North 78 degrees 28 minutes 08 seconds East a distance of 28.83 feet to point found; THENCE continue following said property North 84 degrees 20 minutes 52 seconds East a distance of 46.31 feet to point found; THENCE continue following said property South 89 degrees 21 minutes 51 seconds East a distance of 30.32 feet to point found; THENCE continue following said property South 71 degrees 41 minutes 59 seconds East a distance of 29.20 feet to point found; THENCE continue following said property South 60 degrees 26 minutes 49 seconds East a distance of 29.02 feet to point found; THENCE continue following said property South 60 degrees 14 minutes 33 seconds East a distance of 32.73 feet to point found; THENCE continue following said property South 63 degrees 45 minutes 19 seconds East a distance of 24.74 feet to point found; THENCE continue following said property South 44 degrees 35 minutes 46 seconds East a distance of 23.10 feet to point found; THENCE continue following said property South 20 degrees 45 minutes 07 seconds East a distance of 11.29 feet to point found; THENCE continue following said property South 04 degrees 47 minutes 12 seconds West a distance of 13.41 feet to point found; THENCE continue following said property South 24 degrees 56 minutes 05 seconds West a distance of 17.72 feet to point found; THENCE continue following said property South 41 degrees 39 minutes 47 seconds West a distance of 24.30 feet to point found; THENCE continue following said property South 58 degrees 36 minutes 11 seconds West a distance of 15.98 feet to point found; THENCE continue following said property South 67 degrees 26 minutes 59 seconds West a distance of 22.54 feet to point found; THENCE continue following said property South 78 degrees 19 minutes 32 seconds West a distance of 25.83 feet to point found; THENCE continue following said property South 86 degrees 08 minutes 31 seconds West a distance of 38.95 feet to point found; THENCE continue following said property South 82 degrees 51 minutes 20 seconds West a distance of 16.42 feet to point found; THENCE continue following said property South 68 degrees 48 minutes 32 seconds West a distance of 19.36 feet to point found; THENCE continue following said property South 56 degrees 02 minutes 14 seconds West a distance of 50.05 feet to point found; THENCE continue following said property South

60 degrees 02 minutes 10 seconds West a distance of 41.86 feet to point found; THENCE continue following said property South 49 degrees 44 minutes 07 seconds West a distance of 29.17 feet to point found; THENCE continue following said property South 57 degrees 35 minutes 21 seconds West a distance of 40.16 feet to a 5/8" rebar found; THENCE continue following said property South 32 degrees 32 minutes 21 seconds West a distance of 169.92 feet to a 5/8" rebar found; THENCE continue following said property South 41 degrees 06 minutes 33 seconds West a distance of 110.40 feet to a nail found; THENCE continue following said property South 41 degrees 47 minutes 33 seconds West a distance of 54.77 feet to point found; THENCE continue following said property South 40 degrees 50 minutes 57 seconds West a distance of 33.43 feet to a 1/2" open top pipe found; THENCE continue following said property South 41 degrees 00 minutes 10 seconds West a distance of 273.94 feet to a 1/2" open top pipe found; THENCE continue following said property South 43 degrees 38 minutes 22 seconds West a distance of 272.12 feet to a 1/2" open top pipe found; THENCE continue following said property South 70 degrees 31 minutes 21 seconds West a distance of 198.25 feet to a 1/2" open top pipe found; THENCE continue following said property South 47 degrees 52 minutes 28 seconds West a distance of 257.01 feet to a 5/8" rebar found; THENCE continue following said property South 33 degrees 15 minutes 44 seconds West a distance of 135.21 feet to a 5/8" rebar found; THENCE following said property now or formerly Fannin Campbell the following said property South 30 degrees 20 minutes 13 seconds West a distance of 401.75 feet to a 5/8" rebar found; THENCE following said property now or formerly Davenport the following courses North 28 degrees 30 minutes 28 seconds West a distance of 457.18 feet to a hexagon rod found; THENCE continue following said property North 51 degrees 28 minutes 53 seconds West a distance of 197.81 feet to 1/2" open top pipe found; THENCE continue following said property North 50 degrees 41 minutes 33 seconds West a distance of 81.76 feet to a 18" poplar found; THENCE continue following said property North 58 degrees 23 minutes 34 seconds West a distance of 148.87 feet to a 1/2" open top pipe found; THENCE following said property now or formerly Hall the following courses South 14 degrees 06 minutes 18 seconds West a distance of 535.18 feet to a 5/8" rebar found; THENCE continue following said property South 57 degrees 49 minutes 59 seconds East a distance of 1802.54 feet to point found, said point being located along the southeast right of way of GA. HWY 76 (right of way varies); THENCE continue along said right-of-way following a curve to the left a chord bearing of North 58 degrees 14 minutes 17 seconds East a chord length of 120.23 feet, a radius of 643.03 feet and an arch length of 120.23 feet to point found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract A-2 contains 49.050 acres.

## DESCRIPTION OF

### Tract B

### AV Blue Ridge, LLC

#### **Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses North 57 degrees 49 minutes 59 seconds West a distance of 1802.54 feet to a 5/8" rebar found; THENCE continue following said property North 14 degrees 06 minutes 18 seconds East a distance of 535.18 feet to a 1/2" open top pipe found; THENCE following said property now or formerly Davenport the following courses North 58 degrees 12 minutes 28 seconds West a distance of 243.61 feet to a 1" rod found; THENCE continue following said property North 50 degrees 52 minutes 31 seconds West a distance of 358.76 feet to a 1/2" open top pipe found; THENCE continue following said property North 50 degrees 52 minutes 20 seconds West a distance of 363.19 feet to a 1" rod found; THENCE continue following said property North 48 degrees 27 minutes 10 seconds West a distance of 187.48 feet to a 1/2" open top pipe found; THENCE continue following said property North 56 degrees 44 minutes 18 seconds West a distance of 83.59 feet to a 1" rod found; THENCE continue following said property North 32 degrees 39 minutes 23 seconds West a distance of 127.98 feet to a 1/2" open top pipe found; THENCE continue following said property North 27 degrees 56 minutes 50 seconds West a distance of 46.08 feet to a 1" open top pipe found; THENCE continue following said property North 30 degrees 03 minutes 12 seconds West a distance of 130.65 feet to a 1/2" open top pipe found; THENCE continue following said property North 32 degrees 04 minutes 25 seconds West a distance of 76.51 feet to a 1-1/2" rod found; THENCE continue following said property North 55 degrees 49 minutes 15 seconds West a distance of 250.65 feet to a 1" rod found; THENCE continue following said property North 58 degrees 17 minutes 06 seconds West a distance of 73.04 feet to a 1/2" open top pipe found; THENCE continue following said property North 61 degrees 15 minutes 54 seconds West a distance of 137.39 feet to a hexagon rod found; THENCE continue following said property North 27 degrees 10 minutes 09 seconds East a distance of 123.42 feet to a concrete marker found, said point being located along the southeast right of way of GA. HWY 76 (right of way varies); THENCE continue along said right-of-way following a curve to the left a chord bearing of North 68 degrees 57 minutes 59 seconds East a chord length of 120.23 feet, a radius of 643.03 feet and an arch length of 120.40 feet to point found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract B contains 16.649 acres.



# Exhibit “B”

**DESCRIPTION OF**

**Tract A-1**

**AV Blue Ridge, LLC**

**Request the following: Re-Zoning from R-A Residential Agriculture to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a 1/2" rebar found; THENCE following said property now or formerly Fannin County the following courses South 68 degrees 24 minutes 16 seconds East a distance of 657.21 feet to a 3/4" open top pipe found; THENCE continue following said property South 44 degrees 32 minutes 43 seconds East a distance of 35.19 feet to point found; THENCE continue following said property South 58 degrees 14 minutes 12 seconds East a distance of 42.40 feet to point found; THENCE continue following said property South 29 degrees 48 minutes 09 seconds East a distance of 73.72 feet to point found; THENCE following said property now or formerly Hall the following courses North 69 degrees 20 minutes 59 seconds West a distance of 785.85 feet to a point found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 46.72 feet to a 1/2" rebar found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract A contains 0.950 acres



# Exhibit “C”

**DESCRIPTION OF**

**Tract A-1**

**AV Blue Ridge, LLC**

**Request the following: Re-Zoning from R-A Residential Agriculture to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a 1/2" rebar found; THENCE following said property now or formerly Fannin County the following courses South 68 degrees 24 minutes 16 seconds East a distance of 657.21 feet to a 3/4" open top pipe found; THENCE continue following said property South 44 degrees 32 minutes 43 seconds East a distance of 35.19 feet to point found; THENCE continue following said property South 58 degrees 14 minutes 12 seconds East a distance of 42.40 feet to point found; THENCE continue following said property South 29 degrees 48 minutes 09 seconds East a distance of 73.72 feet to point found; THENCE following said property now or formerly Hall the following courses North 69 degrees 20 minutes 59 seconds West a distance of 785.85 feet to a point found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 46.72 feet to a 1/2" rebar found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract A contains 0.950 acres

**DESCRIPTION OF**

**Tract A-2**

**AV Blue Ridge, LLC**

**Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses South 26 degrees 48 minutes 40 seconds East a distance of 34.70 feet to a 5/8" rebar found; THENCE continue following said property South 72 degrees 04 minutes 48 seconds East a distance of 410.79 feet to a 1/2" rebar found; THENCE continue following said property North 17 degrees 42 minutes 00 seconds East a distance of 197.91 feet to a point found; THENCE following said property now or formerly Hall the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; THENCE following said property now or formerly Fannin County the following courses South 69 degrees 20 minutes 59 seconds East a distance of 785.85 feet to a point found; South 29 degrees 48 minutes 09 seconds East a distance of 16.75 feet to point found; THENCE continue following said property South 27 degrees 16 minutes 15 seconds East a distance of 22.63 feet to point found; THENCE continue following said property South 36 degrees 33 minutes 44 seconds East a distance of 11.52 feet to point found; THENCE continue following said property South 60 degrees 37 minutes 57 seconds East a distance of 52.80 feet to point found; THENCE continue following said property South 49 degrees 21 minutes 24 seconds East a distance of 18.61 feet to point found; THENCE continue following said property South 55 degrees 51 minutes 58 seconds East a distance of 34.78 feet to point found; THENCE continue following said property South 49 degrees 48 minutes 21 seconds East a distance of 15.79 feet to point found; THENCE continue following said property South 45 degrees 17 minutes 31 seconds East a distance of 24.15 feet to point found; THENCE continue following said property South 43 degrees 06 minutes 54 seconds East a distance of 31.71 feet to point found; THENCE continue following said property South 51 degrees 36 minutes 57 seconds East a distance of 30.68 feet to point found; THENCE continue following said property South 68 degrees 17 minutes 48 seconds East a distance of 41.99 feet to point found; THENCE continue following said property South 81 degrees 59 minutes 23 seconds East a distance of 23.13 feet to point found; THENCE continue following said property South 05 degrees 05 minutes 41 seconds West a distance of 8.82 feet to point found; THENCE continue following said property South 63 degrees 17 minutes 31 seconds East a distance of 16.67 feet to point found; THENCE continue following said property South 71 degrees 25 minutes 31 seconds East a distance of 30.27 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 23 seconds East a distance of 55.55 feet to point found; THENCE continue following said property South 62 degrees 40 minutes 35 seconds East a distance of 76.60 feet to point found; THENCE continue following said property South 67 degrees 03 minutes 47 seconds East a distance of 81.27 feet to point found; THENCE following said property now or formerly

Lambert the following courses South 53 degrees 59 minutes 58 seconds East a distance of 60.18 feet to a point found; THENCE continue following said property South 59 degrees 39 minutes 51 seconds East a distance of 31.27 feet to point found; THENCE continue following said property South 59 degrees 08 minutes 19 seconds East a distance of 42.75 feet to point found; THENCE continue following said property South 72 degrees 03 minutes 44 seconds East a distance of 43.39 feet to point found; THENCE continue following said property South 82 degrees 38 minutes 39 seconds East a distance of 40.00 feet to point found; THENCE continue following said property South 81 degrees 30 minutes 46 seconds East a distance of 31.41 feet to point found; THENCE continue following said property South 66 degrees 20 minutes 40 seconds East a distance of 24.92 feet to point found; THENCE continue following said property South 48 degrees 14 minutes 05 seconds East a distance of 9.34 feet to point found; THENCE continue following said property South 35 degrees 12 minutes 27 seconds East a distance of 33.65 feet to point found; THENCE continue following said property South 26 degrees 39 minutes 48 seconds East a distance of 49.04 feet to point found; THENCE continue following said property South 30 degrees 21 minutes 41 seconds East a distance of 26.04 feet to point found; THENCE continue following said property South 40 degrees 04 minutes 04 seconds East a distance of 23.86 feet to point found; THENCE continue following said property South 55 degrees 03 minutes 19 seconds East a distance of 41.33 feet to point found; THENCE continue following said property South 71 degrees 19 minutes 17 seconds East a distance of 26.06 feet to point found; THENCE continue following said property South 70 degrees 45 minutes 47 seconds East a distance of 37.94 feet to point found; THENCE continue following said property South 84 degrees 26 minutes 26 seconds East a distance of 29.96 feet to point found; THENCE continue following said property North 83 degrees 05 minutes 23 seconds East a distance of 27.56 feet to point found; THENCE continue following said property North 78 degrees 30 minutes 13 seconds East a distance of 16.59 feet to point found; THENCE continue following said property North 80 degrees 17 minutes 18 seconds East a distance of 14.27 feet to point found; THENCE continue following said property North 84 degrees 29 minutes 22 seconds East a distance of 19.16 feet to point found; THENCE continue following said property South 82 degrees 37 minutes 00 seconds East a distance of 14.01 feet to point found; THENCE continue following said property South 88 degrees 04 minutes 05 seconds East a distance of 33.33 feet to a 5/8" rebar found; THENCE continue following said property South 84 degrees 44 minutes 50 seconds East a distance of 170.56 feet to a 5/8" rebar found; THENCE continue following said property North 78 degrees 23 minutes 22 seconds East a distance of 23.47 feet to point found; THENCE continue following said property North 72 degrees 07 minutes 47 seconds East a distance of 22.34 feet to point found; THENCE continue following said property North 64 degrees 03 minutes 09 seconds East a distance of 29.49 feet to point found; THENCE continue following said property North 66 degrees 26 minutes 19 seconds East a distance of 22.18 feet to point found; THENCE continue following said property North 74 degrees 24 minutes 17 seconds East a distance of 19.06 feet to point found; THENCE continue following said property North 80 degrees 34 minutes 27 seconds East a distance of 17.38 feet to point found; THENCE continue following said property North 84 degrees 47 minutes 28 seconds East a distance of 36.86 feet to point found; THENCE continue following said property North 75 degrees 52 minutes 09 seconds East a distance of 24.43 feet to point found; THENCE continue following said property North 55 degrees 27 minutes 49 seconds East a distance of 30.53 feet to point found; THENCE continue following said property North 49 degrees 46 minutes 22 seconds East a distance of 41.90 feet to point found; THENCE continue following said property North 57 degrees 37 minutes 07 seconds East a distance of 32.89 feet to point found; THENCE continue

following said property North 65 degrees 07 minutes 54 seconds East a distance of 25.27 feet to point found; THENCE continue following said property North 71 degrees 13 minutes 55 seconds East a distance of 22.32 feet to point found; THENCE continue following said property North 67 degrees 56 minutes 53 seconds East a distance of 31.26 feet to point found; THENCE continue following said property North 55 degrees 51 minutes 46 seconds East a distance of 20.47 feet to point found; THENCE continue following said property North 50 degrees 11 minutes 08 seconds East a distance of 27.74 feet to point found; THENCE continue following said property North 48 degrees 40 minutes 06 seconds East a distance of 32.57 feet to point found; THENCE continue following said property North 60 degrees 09 minutes 32 seconds East a distance of 37.66 feet to point found; THENCE continue following said property North 68 degrees 58 minutes 20 seconds East a distance of 36.27 feet to point found; THENCE continue following said property North 77 degrees 05 minutes 49 seconds East a distance of 36.60 feet to point found; THENCE continue following said property North 81 degrees 25 minutes 25 seconds East a distance of 45.23 feet to point found; THENCE continue following said property North 83 degrees 46 minutes 59 seconds East a distance of 42.49 feet to point found; THENCE continue following said property North 74 degrees 40 minutes 43 seconds East a distance of 54.43 feet to point found; THENCE continue following said property North 63 degrees 58 minutes 47 seconds East a distance of 34.90 feet to point found; THENCE continue following said property North 67 degrees 24 minutes 24 seconds East a distance of 23.17 feet to point found; THENCE continue following said property North 73 degrees 01 minutes 49 seconds East a distance of 38.59 feet to point found; THENCE continue following said property North 78 degrees 28 minutes 08 seconds East a distance of 28.83 feet to point found; THENCE continue following said property North 84 degrees 20 minutes 52 seconds East a distance of 46.31 feet to point found; THENCE continue following said property South 89 degrees 21 minutes 51 seconds East a distance of 30.32 feet to point found; THENCE continue following said property South 71 degrees 41 minutes 59 seconds East a distance of 29.20 feet to point found; THENCE continue following said property South 60 degrees 26 minutes 49 seconds East a distance of 29.02 feet to point found; THENCE continue following said property South 60 degrees 14 minutes 33 seconds East a distance of 32.73 feet to point found; THENCE continue following said property South 63 degrees 45 minutes 19 seconds East a distance of 24.74 feet to point found; THENCE continue following said property South 44 degrees 35 minutes 46 seconds East a distance of 23.10 feet to point found; THENCE continue following said property South 20 degrees 45 minutes 07 seconds East a distance of 11.29 feet to point found; THENCE continue following said property South 04 degrees 47 minutes 12 seconds West a distance of 13.41 feet to point found; THENCE continue following said property South 24 degrees 56 minutes 05 seconds West a distance of 17.72 feet to point found; THENCE continue following said property South 41 degrees 39 minutes 47 seconds West a distance of 24.30 feet to point found; THENCE continue following said property South 58 degrees 36 minutes 11 seconds West a distance of 15.98 feet to point found; THENCE continue following said property South 67 degrees 26 minutes 59 seconds West a distance of 22.54 feet to point found; THENCE continue following said property South 78 degrees 19 minutes 32 seconds West a distance of 25.83 feet to point found; THENCE continue following said property South 86 degrees 08 minutes 31 seconds West a distance of 38.95 feet to point found; THENCE continue following said property South 82 degrees 51 minutes 20 seconds West a distance of 16.42 feet to point found; THENCE continue following said property South 68 degrees 48 minutes 32 seconds West a distance of 19.36 feet to point found; THENCE continue following said property South 56 degrees 02 minutes 14 seconds West a distance of 50.05 feet to point found; THENCE continue following said property South

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Said Tract A-2 contains 49.050 acres.

## DESCRIPTION OF

### Tract B

### AV Blue Ridge, LLC

#### **Request the following: Annexation into the City of Blue Ridge and Zoning to R-2 Medium Density Residential District**

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

**BEGINNING** at a point found at the southeast right of way of GA. HWY 76 (right of way varies), THENCE leaving said right of way of GA. Hwy 76 and following said property now or formerly Hall the following courses North 57 degrees 49 minutes 59 seconds West a distance of 1802.54 feet to a 5/8" rebar found; THENCE continue following said property North 14 degrees 06 minutes 18 seconds East a distance of 535.18 feet to a 1/2" open top pipe found; THENCE following said property now or formerly Davenport the following courses North 58 degrees 12 minutes 28 seconds West a distance of 243.61 feet to a 1" rod found; THENCE continue following said property North 50 degrees 52 minutes 31 seconds West a distance of 358.76 feet to a 1/2" open top pipe found; THENCE continue following said property North 50 degrees 52 minutes 20 seconds West a distance of 363.19 feet to a 1" rod found; THENCE continue following said property North 48 degrees 27 minutes 10 seconds West a distance of 187.48 feet to a 1/2" open top pipe found; THENCE continue following said property North 56 degrees 44 minutes 18 seconds West a distance of 83.59 feet to a 1" rod found; THENCE continue following said property North 32 degrees 39 minutes 23 seconds West a distance of 127.98 feet to a 1/2" open top pipe found; THENCE continue following said property North 27 degrees 56 minutes 50 seconds West a distance of 46.08 feet to a 1" open top pipe found; THENCE continue following said property North 30 degrees 03 minutes 12 seconds West a distance of 130.65 feet to a 1/2" open top pipe found; THENCE continue following said property North 32 degrees 04 minutes 25 seconds West a distance of 76.51 feet to a 1-1/2" rod found; THENCE continue following said property North 55 degrees 49 minutes 15 seconds West a distance of 250.65 feet to a 1" rod found; THENCE continue following said property North 58 degrees 17 minutes 06 seconds West a distance of 73.04 feet to a 1/2" open top pipe found; THENCE continue following said property North 61 degrees 15 minutes 54 seconds West a distance of 137.39 feet to a hexagon rod found; THENCE continue following said property North 27 degrees 10 minutes 09 seconds East a distance of 123.42 feet to a concrete marker found, said point being located along the southeast right of way of GA. HWY 76 (right of way varies); THENCE continue along said right-of-way following a curve to the left a chord bearing of North 68 degrees 57 minutes 59 seconds East a chord length of 120.23 feet, a radius of 643.03 feet and an arch length of 120.40 feet to point found; said point being the **TRUE POINT OF BEGINNING**.

Said Tract B contains 16.649 acres.



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FIRST READING May 14, 2019  
ADVERTISED \_\_\_\_\_  
PUBLIC HEARING \_\_\_\_\_  
PASSED \_\_\_\_\_

AN ORDINANCE NO. BR2019-07

AN ORDINANCE TO ESTABLISH GUIDELINES AND RULES GOVERNING SHORT-TERM RENTALS, TO PROVIDE FOR THE USE OF CERTAIN FORMS AND TO ESTABLISH FEES; FOR ESTABLISHING STANDARDS FOR CONSIDERATION OF APPLICATIONS AND FOR OTHER PURPOSES;

**WHEREAS**, the City Council and Mayor of the City of Blue Ridge, Georgia, desires to establish certain safeguards related to the operation of short-term rentals within the City; and

**WHEREAS**, the City Council and Mayor of the City of Blue Ridge, Georgia, finds that the provisions contained herein shall promote the health, safety, and welfare of the residents of the City and those who visit the City and utilize short-term rentals;

**NOW, THEREFORE, BE IT ORDERED, AND IT IS HEREBY ORDAINED** by the Council of the City of Blue Ridge, Georgia, as authorized by the City Charter and general law, enacts the following:

21 **SECTION 1.**  
22 **SHORT TITLE**  
23

24 This ordinance shall be titled the "City of Blue Ridge Short Term Vacation  
25 Rental Ordinance."

26 **SECTION 2.**  
27 **DEFINITIONS**  
28

29 For the purpose of this ordinance, the following terms, phrases, words and  
30 derivations shall have the meaning given herein. When not inconsistent with the  
31 context, words used in the present tense include the future, words in the plural  
32 number include the singular number, and words in the singular number include the  
33 plural number. The word "shall" is always mandatory and not merely dicta.

34 A. *Short term vacation rental.* Short term vacation rental means an  
35 accommodation for transient guests where, in exchange for  
36 compensation, a residential dwelling unit is provided for lodging for a  
37 period of time not to exceed 30 consecutive days. Short term vacation  
38 rental shall not include any residential dwelling unit not regularly  
39 offered for rental, which shall be defined as any residence offered for  
40 rental less than fourteen (14) days in any given calendar year. For the  
41 purposes of this definition, a residential dwelling shall include all  
42 housing types and shall exclude group living or other lodging uses.

43 **SECTION 3**  
44 **REGULATIONS FOR SHORT TERM VACATION RENTALS**  
45

46 Short term vacation rentals may be offered to the public for rental only on (1)  
47 properties located within a platted subdivision governed by recorded covenants and  
48 restrictions which specifically allow short term vacation rentals or (2) on properties  
49 zoned for commercial use which currently are Central Business District (“CBD”),  
50 Limited Commercial (“C-1”), ~~or~~ General Commercial (“C-2”). No short term  
51 rental may be offered to the public for rental until ~~and following~~ issuance of a  
52 short term vacation rental certificate, receipt of an occupation tax certificate, and  
53 payment of any and all applicable State and City taxes. Any taxes owed to the City  
54 shall be paid and any failure to remit the same or to register pursuant to this  
55 ordinance shall be subject to the penalties set forth in the City of Blue Ridge,  
56 Georgia’s Code of Ordinances. Owners shall also use his or her best efforts to  
57 insure occupants do not disrupt or interfere with rights of adjacent property owners  
58 to quiet enjoyment of their property and shall adhere to the following  
59 requirements:

- 60 A. Owners shall not allow occupants to violate any federal, state, or local  
61 law, statute, rule or ordinances.
- 62 B. Owners shall not allow overnight occupancy to exceed the maximum  
63 capacity as identified in the rental certificate application.
- 64

**SECTION 4**  
**APPLICATION; FEE**

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68 A. An application for a short term vacation rental certificate shall be  
69 submitted, under oath, on a form specified by the City Clerk or City  
70 Attorney, or their designee, accompanied by a \$25.00 non-refundable  
71 application fee as set forth by the City Council, which shall include at  
72 a minimum the following information or documentation:

73 1. The name, address, telephone and email address of the owner(s)  
74 of record of the dwelling unit for which a certificate is sought.

75 If such owner is not a natural person, the application shall  
76 identify all partners, officers and/or directors of any such entity,  
77 including personal contact information;

78 2. The address of the unit to be used as a short term vacation  
79 rental;

80 3. The name, address, telephone number and email address of the  
81 short term vacation rental agent, which shall constitute his or  
82 her 24-hour contact information and who shall:

83 a. Be reasonably available to handle any problems arising  
84 from use of the short term vacation rental unit;

85 b. Be available by telephone within 24 hours following  
86 notification from the City Clerk, Police Chief or the City

87 Attorney, or his/her designee, of issues related to the use  
88 or occupancy of the premises.

89 c. Receive and accept service of any notice of violation  
90 related to the use or occupancy of the premises; and

91 d. Monitor the short term vacation rental unit for  
92 compliance with this ordinance.

93 4. The owner's sworn acknowledgment that he or she has received  
94 a copy of this section, has reviewed it and understands its  
95 requirements;

96 5. The owner shall state the maximum occupancy for the  
97 residence, which shall be the same number as advertised and  
98 marketed to potential renters by or on behalf of the owner;

99 6. The owner's agreement to use his or her best efforts to assure  
100 that use of the premises by short term vacation rental occupants  
101 will not disrupt the neighborhood, and will not interfere with  
102 the rights of neighboring property owners to the quiet  
103 enjoyment of their properties;

104 7. A copy of an agreement between the owner and occupant(s)  
105 which obligate the occupant to abide by all of the requirements  
106 of the ordinance, and other City ordinances, state and federal

107 law, and that such a violation of any of these rules may result in  
108 the immediate termination of the agreement and eviction from  
109 the premises, as well as potential liability for payment of fines  
110 levied;

111 8. Proof of the owner's and/or property management company's  
112 contract with the owner] current ownership of the short term  
113 vacation rental unit; and

114 9. Proof of visible rental sign that includes 911 address of  
115 property.

116 B. Registration under this code section is not transferrable and should  
117 ownership of a short term vacation rental change, a new application is  
118 required, including application fee. In the event of any other change in  
119 the information or facts provided in the application, the holder of the  
120 short term rental certificate shall amend the filed application without  
121 payment of any additional application fee.

122 C. After issuance of a rental certificate, the holder shall identify on each  
123 monthly hotel/motel tax return the current identification number(s) of  
124 the dwelling unit on any internet based advertising, listing or on-line  
125 rental platform including, but not limited to, [www.vrbo.com](http://www.vrbo.com),  
126 [www.airbnb.com](http://www.airbnb.com), [www.homeaway.com](http://www.homeaway.com) or other similar services.

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**SECTION 5**  
**REVIEW OF APPLICATION**

Review of an application shall be conducted by the City Clerk or the City Attorney, or their designee, in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this Ordinance, or otherwise fails to demonstrate the ability to comply with local, state, or federal laws. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications. A certificate shall not be issued unless the owner demonstrates compliance with the applicable codes.

**SECTION 6**  
**VIOLATIONS; REVOCATION**

A. In any instance in which use of the short term rental by a guest results in a violation of these ordinances, or any other ordinance of the City, notice of such violation shall be provided to the short term vacation rental agent. Failure to remedy any notice of violations may result in the issuance of a citation, which shall be prosecuted pursuant to this Code. Upon a conviction of violation, the City Clerk or the City Attorney may revoke the short term vacation rental certificate and

148 may reject all applications for the subject premises for a period of 12  
149 consecutive months.

150 B. Short term rentals occurring on or after July 15,  
151 2019 without a valid rental certificate shall  
152 constitute a violation of this ordinance and shall be subject to a  
153 minimum fine of \$250.00. Each occurrence shall constitute a separate  
154 offense.

155 C. Nothing in this ordinance shall be construed to limit any action by the  
156 City to seek the remediation of any dangerous condition at the short  
157 term vacation rental or to take any action seeking to protect and  
158 preserve against any threat to public safety.

159 **SECTION 7**  
160 **APPEAL RIGHTS**

161  
162 A person aggrieved by the City Clerk's or City Attorney's decision to revoke,  
163 suspend or deny a short term vacation rental certificate may appeal the decision to  
164 the Blue Ridge City Council. The appeal must be filed with the City Clerk's office  
165 in writing, within 30 calendar days after the adverse action and it shall contain a  
166 concise statement of the reasons for the appeal. A decision from the City Council  
167 rendered at its next regularly scheduled meeting and the Council may hold any  
168 hearing deemed necessary in consideration of the appeal or may simply vote to  
169 reverse or confirm the appealed decision.

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**SECTION 8**  
**REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT**

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

**SECTION 9**  
**SEVERABILITY**

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

190 for separate and divisible parts and it does hereby adopt any and all parts hereof as  
191 may not be held invalid for any reason.

192 **SECTION 10**  
193 **EFFECTIVE DATE/TOLLING/SPECIAL LAND USE**  
194 **PERMIT/NONCONFORMING GRANDFATHERED USE**  
195

196 The effective date of this Ordinance shall be immediately upon its passage  
197 by the City Council and execution by the Mayor or upon fifteen (15) days expiring  
198 from the date of its passage without a veto of said Ordinance by the Mayor as set  
199 forth in the City Charter at Section 3.23(b). The Ordinance shall be tolled and not  
200 enforced against any owner of ~~fr~~ property who is currently operating a short-term  
201 rental ~~on~~ upon property which is not within a category eligible for the issuance of a  
202 short term rental certificate not currently zoned in a commercial category set forth  
203 in this ordinance if the owner or the owner's agent files an application seeking a  
204 rezoning to a commercial category or a special land use permit a variance from the  
205 provisions of this Ordinance within thirty (30) days of the effective date of this  
206 Ordinance.

207 All applications for special land use permits shall be reviewed and processed  
208 in the same manner as applications for rezoning and shall be made on forms  
209 approved by the City. The City Council may grant a special land use permit to  
210 allow operation of a short term rental on any property located within the City limits

211 and for any period of time. The City Council shall consider, at a minimum, the  
212 following in its determination of whether or not to grant a special land use permit:

213 (1) Whether or not there will be a significant adverse effect on the  
214 neighborhood or area in which the proposed use will be located.

215 (2) Whether or not the use is otherwise compatible with the neighborhood.

216 (3) Whether or not the use proposed will result in a nuisance as defined  
217 under state law.

218 (4) Whether or not quiet enjoyment of surrounding property will be  
219 adversely affected.

220 (5) Whether or not property values of surrounding property will be  
221 adversely affected.

222 (6) Whether or not adequate provisions are made for parking and traffic  
223 considerations.

224 (7) Whether or not the site or intensity of the use is appropriate.

225 (8) Whether or not special or unique conditions exist so as to overcome  
226 the general requirements of this Ordinance.

227 (9) Whether or not adequate provisions are made regarding hours of  
228 operation.

229 (10) Whether or not adequate controls and limits are placed on any  
230 commercial and business deliveries.

231 (11) Whether or not the public health, safety, welfare or moral concerns  
232 of the surrounding neighborhood will be adversely affected.

233 (12) Whether the applicant has provided sufficient information to allow a  
234 full consideration of all relevant factors.

235 In all applications for a special land use permit the burden shall be on the  
236 applicant both to produce sufficient information to allow the City to fully to  
237 consider all relevant factors and to demonstrate that the proposal otherwise  
238 complies with all applicable requirements and is otherwise consistent with this  
239 Ordinance. A holder of a special land use permit may be subject to suspension or  
240 revocation via a show-cause hearing conducted by the City Council if the  
241 owner/property owner/operator is found in violation of any local, state or federal  
242 laws, regulations or ordinance regulating such business or the violation any of the  
243 City Council's stipulations of the special land use permit. The City shall be  
244 authorized to conduct a show-cause hearing if the violations are not corrected  
245 within ten days of official notification provided by the City, and/or are habitual in  
246 nature, and/or endanger the public health, safety and welfare.

247 If the rezoning or special land use permit~~variance~~ is denied, the Ordinance  
248 will no longer be tolled and will be immediately enforceable. In the event an  
249 owner or the owner's agent is currently operating a short-term rental ~~upon a real~~  
250 property which is not within a category eligible for the issuance of a short term

251 ~~rental certificate that is not zoned in a commercial category set forth in this~~  
252 ~~ordinance~~ AND has been paying the monthly hotel/motel tax as required by law ~~for~~  
253 ~~a period of twelve consecutive months, in which the property was rented, said~~  
254 operation shall be considered to be grandfathered and allowed to continue  
255 operation until there is a change in ownership of said property. However, all other  
256 terms and conditions of this Ordinance shall apply to any grandfathered short-term  
257 rental located on property zoned a category other than a commercial category set  
258 forth in this ordinance.

259 SO ORDAINED, this \_\_\_\_ day of \_\_\_\_\_, 2019.

260 **BLUE RIDGE CITY COUNCIL**

261  
262  
263 By: \_\_\_\_\_  
264 Mayor

265  
266 Attest:

267  
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269 \_\_\_\_\_  
270 Kelsey Ledford, City Clerk







FIRST READING May 14, 2019

ADVERTISED \_\_\_\_\_

PUBLIC HEARING \_\_\_\_\_

PASSED \_\_\_\_\_

AN ORDINANCE NO. BR2019-08

1 AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR  
2 THE CITY OF BLUE RIDGE RELATING TO DERELICT AND  
3 BLIGHTED PROPERTY; TO PROVIDE FOR DEFINITIONS; TO  
4 PROVIDE FOR A PROCEDURES FOR A DECLARATION OF A  
5 PUBLIC NUISANCE; TO PROVIDE FOR A COMPLAINT AND  
6 APPEAL PROCESS; TO PROVIDE POWERS OF CITY OFFICERS;  
7 TO PROVIDE FOR SERVICE OF PROCESS; TO PROVIDE A  
8 LIMITATION OF LIABILITY; TO PROVIDE FOR A LEVY OF  
9 INCREASE ON AD VALOREM TAXES FOR BLIGHTED  
10 PROPERTY; TO PROVIDE FOR IDENTIFICATION OF  
11 BLIGHTED PROPERTY; TO PROVIDE FOR REMEDIATION; TO  
12 PROVIDE FOR A DECREASE ON AD VALOREM TAXES ON  
13 PROPERTY; TO PROVIDE PROCEDURES; TO PROVIDE FOR  
14 ENFORCEMENT; TO PROVIDE FOR VIOLATIONS; TO  
15 PROVIDE PENALTIES; TO PROVIDE FOR SEVERABILITY; TO  
16 PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL  
17 ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT  
18 HEREWITH; AND FOR OTHER PURPOSES.

19  
20 **WHEREAS**, the City Council and Mayor of the City of Blue Ridge, Georgia,  
21 desires to establish certain safeguards related to derelict and blighted property within  
22 the City; and

23 **WHEREAS**, the City Council any Mayor of the City of Blue Ridge, Georgia,  
24 finds that the provisions contained herein shall promote the health, safety, and  
25 welfare of the residents of the City and those who visit the City;



49 or minimum standard codes in existence at the time such real property  
50 improvements were constructed unless otherwise provided by law.

51 b) *Closing* means causing a dwelling, building, or structure to be vacated and  
52 secured against unauthorized entry.

53 (c) *Drug crime* means an act which is a violation of O.C.G.A. title 16, chapter 13,  
54 article 2, known as the "Georgia Controlled Substances Act".

55 (d) *Dwellings, buildings, or structures* means any building or structure or part  
56 thereof used and occupied for human habitation or commercial, industrial, or  
57 business uses, or intended to be so used, and includes any outhouses,  
58 improvements, and appurtenances belonging thereto or usually enjoyed  
59 therewith and also includes any building or structure of any design. As used  
60 in this article, the term "dwellings, buildings, or structures" shall not mean or  
61 include any farm, any building or structure located on a farm, or any  
62 agricultural facility or other building or structure used for the production,  
63 growing, raising, harvesting, storage, or processing of crops, livestock,  
64 poultry, or other farm products.

65 (e) *Graffiti* means any inscriptions, words, figures, paintings, or other  
66 defacements that are written, marked, etched, scratched, sprayed, drawn,  
67 painted, or engraved on or otherwise affixed to any surface of public or private  
68 property by means of any aerosol paint container, broad-tipped marker, gum

69 label, paint stick, graffiti stick, etching equipment, brush, or other device  
70 capable of scarring or leaving a visible mark on any surface without prior  
71 authorization from the owner or occupant of the property.

72 (f) *Governing authority* means the City Council of the City of Blue Ridge,  
73 Georgia.

74 (g) *Interested party* means:

75 (1) The "owner";

76 (2) Persons in possession of said property and premises;

77 (3) Those parties having an interest in the property as revealed by a  
78 certification of title to the property conducted in accordance with the  
79 title standards of the State Bar of Georgia;

80 (4) Those parties having filed a notice in accordance with O.C.G.A. § 48-  
81 3-9; and

82 (5) Any other party having an interest in the property whose identity and  
83 address are reasonably ascertainable from the records of the  
84 municipality or records maintained in the county courthouse or by the  
85 clerk of court; provided, however, interested party shall not include the  
86 holder of the benefit or burden of any easement or right-of-way whose  
87 interest is properly recorded which interest shall remain unaffected.

88 (h) *Municipality* means the City of Blue Ridge, Georgia.

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(i) *Owner* means the holder of the title in fee simple and every mortgagee of record.

(j) *Public authority* means any member of the governing authority, any director of a public housing authority, or any officer who is in charge of any department or branch of government (municipal, county or state) relating to health, fire, life safety, building regulations, or to other activities concerning dwellings, buildings, or structures, or use of private property within the City.

(k) *Public officer* means the enforcement official, who is authorized to exercise the powers prescribed by article, and any officer or employee of the City to whom he delegates such authority.

(l) *Repair* means altering or improving a dwelling, building, or structure so as to bring the structure into compliance with the applicable codes in the jurisdiction where the property is located and the cleaning or removal of debris, trash, and other materials present and accumulated which create a health or safety hazard in or about any dwelling, building, or structure.

(m) *Resident* means any person residing in the jurisdiction where the property is located on or after the date on which the alleged nuisance arose.

109 **SECTION 3**  
110 **DUTY OF OWNERS OF REAL PROPERTY AND STRUCTURES**  
111 **THEREON**  
112

113 It is the duty of the owner of every dwelling, building, structure, or private  
114 property within the jurisdiction to construct and maintain such dwelling, building,  
115 structure, or property in conformance with applicable codes in force within the City  
116 or such laws and ordinances which regulate and prohibit activities on private  
117 property and which declare it to be a public nuisance to construct or maintain any  
118 dwelling, building, structure, or use private property in violation of such codes, laws  
119 or ordinances.

120 **SECTION 4**  
121 **DECLARATION OF PUBLIC NUISANCE.**  
122

123 Every dwelling, building, or structure within the City which (i) is constructed  
124 or maintained in violation of applicable codes in force within the City; (ii) is unfit  
125 for human habitation or commercial, industrial, or business use or occupancy due to  
126 inadequate provisions for ventilation, light, air, sanitation, or open spaces; (iii) poses  
127 an imminent harm to life or other property due to fire, flood, hurricane, tornado,  
128 earthquake, storm or other natural catastrophe; (iv) is vacant and used in the  
129 commission of drug crimes; (v) is occupied and used repeatedly for the commission  
130 of illegal activities, including facilitating organized crime or criminal enterprises,  
131 after written notice to the owner of such activities conducted therein; (vi) is  
132 abandoned; or (vii) otherwise constitutes an endangerment to the public health or

133 safety as a result of unsanitary or unsafe conditions, is hereby declared a public  
134 nuisance. Every private property within the City on which is being regularly  
135 conducted any activity or land use in violation of applicable laws and ordinances,  
136 including the zoning ordinance of this City, is hereby declared to be a public  
137 nuisance. Property which may be deemed esthetically substandard or deteriorating  
138 shall not meet the definition of a public nuisance unless the overall condition or use  
139 of the property results in impaired health, safety, transmission of disease, infant  
140 mortality, or crime.

141 **SECTION 5**  
142 **POWERS OF ENFORCEMENT OFFICIAL OR HIS/HER DESIGNEE**  
143

144 (a) A duly authorized enforcement official or officials, in carrying out his/her  
145 duties pursuant to this article, the enforcement official or his/her designee to  
146 whom his/her authority is assigned shall, in addition to those powers  
147 otherwise conferred upon or delegated to him/her by the Charter and/or other  
148 ordinances of the City, be empowered to:

149 (1) Investigate and inspect the condition of dwellings, buildings, structures,  
150 and private property within the City to determine those structures and  
151 property uses in violation of this article. Entries onto private property  
152 shall be made in a manner so as to cause the least possible  
153 inconvenience; provided, however, the enforcement official shall not  
154 enter into any occupied dwelling or structure without first having

155           obtained the consent of the owner or a person in possession. In those  
156           cases where consent to entry is denied after reasonable request, the  
157           enforcement official may apply to the municipal court for an  
158           administrative search warrant upon showing probable cause that a  
159           violation exists.

160           (2) To retain experts including certified real estate appraisers, qualified  
161           building contractors, and qualified building inspectors, engineers,  
162           surveyors, accountants, and attorneys.

163           (3) To appoint and fix the duties of such officers and employees of the City  
164           as he/she deems necessary to carry out the purposes of this article; and

165           (4) To delegate any of his/her functions and powers under this article to  
166           such officers, employees and agents as he/she may designate.

167           (b) In addition to the procedures set forth in this article, the enforcement official  
168           or his/her designee(s) may issue citations for violations of state minimum  
169           standard codes, optional building, fire, life safety and other codes adopted by  
170           ordinance, and conditions declared to constitute a public health or safety  
171           hazard or general nuisance, and to seek enforcement of such citations before  
172           the municipal court prior to issuing a complaint in rem as provided in this  
173           article. Nothing in this article shall be construed to impair or limit in any way

174 the power of the City to define and declare nuisances and to cause their  
175 removal or abatement by other summary proceedings.

176 **SECTION 6**  
177 **COMPLAINT IN REM IN MUNICIPAL COURT;**  
178 **PROCEDURE; LIEN; APPEAL**

179  
180 (a) Whenever a request is filed with the public officer by a public authority or by  
181 at least five (5) residents of the municipality charging that any dwelling,  
182 building, structure, or property is unfit for human habitation or for  
183 commercial, industrial, or business use and not in compliance with applicable  
184 codes; is vacant and being used in the commission of drug crimes; or  
185 constitutes an endangerment to the public health or safety as a result of  
186 unsanitary or unsafe conditions, the public officer may make an investigation  
187 or inspection of the specific dwelling, building, structure, or property and  
188 make a written report of his findings. Such officer shall be guided in his/her  
189 investigation by documenting conditions, which include but are not limited  
190 to:

- 191 (1) Defects therein increasing the hazards of fire, accidents, or other  
192 calamities;
- 193 (2) Lack of adequate ventilation, light, or sanitary facilities;
- 194 (3) Dilapidation;
- 195 (4) Disrepair by failure to conform to applicable codes and ordinances;

196 (5) Structural defects which render the structure unsafe for human  
197 habitation or occupancy;

198 (6) Uncleanliness; or

199 (7) The presence of graffiti which is visible from adjoining public or  
200 private property.

201 (b) If the public officer's investigation or inspection identifies that any dwelling,  
202 building, structure, or property is unfit for human habitation or for  
203 commercial, industrial, or business use and not in compliance with applicable  
204 codes; is vacant and being used in connection with the commission of drug  
205 crimes; or constitutes an endangerment to the public health or safety as a result  
206 of unsanitary or unsafe conditions, the public officer shall file a complaint in  
207 rem in the municipal court of the City against the lot, tract, or parcel of real  
208 property on which such dwelling, building, or structure is situated or where  
209 such public health hazard or general nuisance exists and shall cause summons  
210 and a copy of the complaint to be served on the interested parties in such  
211 dwelling, building, or structure. The complaint shall identify the subject real  
212 property by appropriate street address and official tax map reference; identify  
213 the interested parties; state with particularity the factual basis for the action;  
214 and contain a statement of the action sought by the public officer to abate the  
215 alleged nuisance. The summons shall notify the interested parties that a

216 hearing will be held before the municipal court at a date and time certain and  
217 at a place within the county or municipality where the property is located.  
218 Such hearing shall be held not less than fifteen (15) days nor more than forty-  
219 five (45) days after the filing of said complaint in the proper court. The  
220 interested parties shall have the right to file an answer to the complaint and to  
221 appear in person or by attorney and offer testimony at the time and place fixed  
222 for hearing.

223 (c) If, after such notice and hearing, the court determines that the dwelling,  
224 building, or structure in question is unfit for human habitation or is unfit for  
225 its current commercial, industrial, or business use and not in compliance with  
226 applicable codes; is vacant and being used in connection with the commission  
227 of drug crimes; or constitutes an endangerment to the public health or safety  
228 as a result of unsanitary or unsafe conditions, the court shall state, in writing,  
229 findings of fact in support of such determination and shall issue and cause to  
230 be served upon the interested parties that have answered the complaint or  
231 appeared at the hearing an order:

232 (1) If the repair, alteration, or improvement of the said dwelling, building,  
233 or structure can be made at a reasonable cost in relation to the present  
234 value of the dwelling, building, or structure, requiring the owner, within  
235 the time specified in the order, to repair, alter, or improve such

236 dwelling, building, or structure so as to bring it into full compliance  
237 with the applicable codes relevant to the cited violation; and, if  
238 applicable, to secure by closing the structure so that it cannot be used  
239 in connection with the commission of drug crimes; or

240 (2) If the repair, alteration, or improvement of the said dwelling, building,  
241 or structure in order to bring it into full compliance with applicable  
242 codes relevant to the cited violations cannot be made at a reasonable  
243 cost in relation to the present value of the dwelling, building, or  
244 structure, requiring the owner, within the time specified in the order, to  
245 demolish and remove such dwelling, building, or structure and all  
246 debris from the property.

247 For purposes of this section, the court shall make its determination of  
248 reasonable cost in relation to the present value of the dwelling, building, or  
249 structure without consideration of the value of the land on which the structure  
250 is situated; provided, however, that costs of the preparation necessary to  
251 repair, alter, or improve a structure may be considered; and, provided further,  
252 that if the unsatisfactory condition is limited solely to the presence of graffiti,  
253 the dwelling, building or structure shall not be ordered demolished or closed,  
254 but its owner may be ordered to repair the same by cleaning or removal of the  
255 graffiti. Income and financial status of the owner shall not be a factor in the

256 court's determination. The present value of the structure and the costs of  
257 repair, alteration, or improvement may be established by affidavits of real  
258 estate appraisers with a Georgia appraiser classification as provided in  
259 O.C.G.A. Title 43, Chapter 39A, qualified building contractors, or qualified  
260 building inspectors without actual testimony presented. Costs of repair,  
261 alteration, or improvement of the structure shall be the cost necessary to bring  
262 the structure into compliance with the applicable codes relevant to the cited  
263 violations in force in the jurisdiction.

264 (d) If the owner fails to comply with an order to repair or demolish the dwelling,  
265 building, or structure, the public officer shall cause such dwelling, building,  
266 or structure to be repaired, altered, or improved, or to be vacated and closed,  
267 or demolished within 270 days of the expiration of time specified in the order  
268 for abatement by the owner. Any time during which such action is prohibited  
269 by a court order issued pursuant to subsection (c) of this section or any  
270 equitable relief granted by a court of competent jurisdiction shall not be  
271 counted toward the 270 days in which such abatement action shall commence.  
272 The public officer shall cause to be posted on the main entrance of the  
273 building, dwelling, or structure a placard with the following words:

274

275 "This building is unfit for human habitation or commercial,  
276 industrial, or business use and does not comply with the  
277 applicable codes or has been ordered secured to prevent its use  
278 in connection with drug crimes or constitutes an endangerment  
279 to public health or safety as a result of unsanitary or unsafe  
280 conditions. The use or occupation of this building is prohibited  
281 and unlawful."

282 (e) If the public officer has the structure demolished, reasonable effort shall be  
283 made to salvage reusable materials for credit against the cost of demolition.  
284 The proceeds of any moneys received from the sale of salvaged materials shall  
285 be used or applied against the cost of the demolition and removal of the  
286 structure, and proper records shall be kept showing application of sales  
287 proceeds. Any such sale of salvaged materials may be made without the  
288 necessity of public advertisement and bid. The public officer and governing  
289 authority are relieved of any and all liability resulting from or occasioned by  
290 the sale of any such salvaged materials, including, without limitation, defects  
291 in such salvaged materials.

292 (f) The amount of the cost of demolition, including all court costs, appraisal fees,  
293 administrative costs incurred by the City, and all other costs necessarily  
294 associated with the abatement action, including restoration to grade of the real

295 property after demolition, shall be a lien against the real property upon which  
296 such cost was incurred.

297 (g) The lien provided for in subsection (e) shall attach to the real property upon  
298 the filing of a certified copy of the order requiring repair, closure, or  
299 demolition in the office of the clerk of superior court in Fannin County and  
300 shall relate back to the date of the filing of the *lis pendens* notice required  
301 under subsection (a). The Clerk of Superior court shall record and index such  
302 certified copy of the order in the deed records of the county and enter the lien  
303 on the general execution docket. The lien shall be superior to all other liens  
304 on the property, except liens for taxes to which the lien shall be inferior, and  
305 shall continue in force until paid. After filing a certified copy of the order with  
306 the Clerk of Superior Court, the public officer shall, within ninety (90) days  
307 of the completion of repairs, demolition or closure, forward a copy of the order  
308 and a final statement of costs to the county tax commissioner.

309 (h) It shall be the duty of the county tax commissioner to collect the amount of  
310 the lien in conjunction with the collection of ad valorem taxes on the property  
311 and to collect the amount of the lien as if it were a real property ad valorem  
312 tax, using all methods available for collecting real property ad valorem taxes,  
313 including specifically O.C.G.A. § 48-4-5; provided, however, that the  
314 limitation of O.C.G.A § 48-4-78 which requires twelve (12) months of

315 delinquency before commencing a tax foreclosure shall not apply; provided,  
316 further, that redemption of property from the lien may be made in accordance  
317 with the provisions of O.C.G.A. §§ 48-4-80 and 48-4-81. The tax  
318 commissioner may initiate enforcement of liens imposed under this section at  
319 any time following receipt of the final determination of costs from the public  
320 officer. The unpaid lien amount shall bear interest and penalties from and after  
321 the date of final determination of costs in the same amount as applicable to  
322 interest and penalties on unpaid real property ad valorem taxes.

323 (i) The tax commissioner shall remit the amount collected to the governing  
324 authority of the municipality whose ordinance is being enforced. The tax  
325 commissioner may retain an amount equal to the cost of administering  
326 collection of the lien. Any such amount collected and retained for  
327 administration shall be deposited in the general fund of the county to pay the  
328 cost of administering the lien.

329 (j) The governing authority may waive and release any such lien imposed on  
330 property upon the owner of such property entering into a contract with the  
331 municipality agreeing to a timetable for rehabilitation of the real property or  
332 the dwelling, building, or structure on the property and demonstrating the  
333 financial means to accomplish such rehabilitation.

334

335 (k) Review of a court order requiring the repair, alteration, improvement, or  
336 demolition of a dwelling, building, or structure shall be by direct appeal to the  
337 superior court under O.C.G.A. § 5-3-29.

338 **SECTION 7**  
339 **SERVICE OF COMPLAINTS OR ORDERS UPON OWNERS AND**  
340 **PARTIES IN INTEREST**

341 (a) Summons and copies of the complaint shall be served in the following  
342 manner:  
343

344 (1) In all cases, a copy of the complaint and summons shall be  
345 conspicuously posted on the subject dwelling, building, structure, or  
346 property within three (3) business days of filing of the complaint and at  
347 least fourteen (14) days prior to the date of the hearing.

348 (2) At least fourteen (14) days prior to the date of the hearing, the public  
349 officer shall mail copies of the complaint and summons by certified  
350 mail or statutory overnight delivery, return receipt requested, to all  
351 interested parties whose identities and addresses are readily  
352 ascertainable. Copies of the complaint and summons shall also be  
353 mailed by first-class mail to the property address to the attention of the  
354 occupants, if any;

355 (3) For interested parties whose mailing address is unknown, a notice  
356 stating the date, time, and place of the hearing shall be published in the

357 newspaper in which the sheriff's advertisements appear in such county  
358 once a week for two consecutive weeks prior to the hearing; and

359 (4) A notice of lis pendens shall be filed in the office of the Clerk of  
360 Superior court in which the dwelling, building, structure, or property is  
361 located at the time of filing the complaint in municipal court.

362 (b) The public officer shall cause an affidavit of service to be filed of record in  
363 the municipal court prior to the hearing showing compliance with the service  
364 requirements of this section. Such affidavit shall constitute a *prima facie*  
365 showing of minimum procedural due process and shall constitute sufficient  
366 proof that service was perfected.

367 (c) Orders and other filings made subsequent to service of the initial complaint  
368 shall be served in the manner provided in this section on every interested party  
369 who answers the complaint or appears at the hearing. Any interested party  
370 who fails to answer or appear at the hearing shall be deemed to have waived  
371 all further notice in the proceedings.

372 **SECTION 8**  
373 **LIMITATION OF LIABILITY FOR CODE ENFORCEMENT; NO**  
374 **SPECIAL DUTY CREATED**

375  
376 It is the intent of this article to protect the public health, life safety and general  
377 welfare of properties and occupiers of buildings and structures within the City in  
378 general, but not to create any special duty or relationship with any individual person

379 or to any specified property within or without the boundaries of the City. Approval  
380 of a permit and inspection of a property shall in no manner guarantee or warrant to  
381 the owner or occupants thereof that said property has been constructed, maintained,  
382 or operated in conformance with applicable codes, laws and regulations. The City  
383 reserves the right to assert all available immunities and defenses in any action  
384 seeking to impose monetary damages upon the City, its officers, employees and  
385 agents arising out of any alleged failure or breach of duty or relationship as may now  
386 exist or hereafter be created. To the extent any federal or state law, regulation, or  
387 ordinance requires compliance as a condition precedent to the issuance of a permit,  
388 plan or design approval, inspection or other activity by the City, its officers,  
389 employees and agents, issuance of such permit, approval, or inspection shall not be  
390 deemed to constitute a waiver or estoppel of the condition precedent, and it shall  
391 remain the obligation and responsibility of the owner, his design professional(s), and  
392 contractor(s) to satisfy such legal requirements.

393  
394  
395 **SECTION 9**  
396 **GENERAL CLEANLINESS OF PREMISES**  
397

398 The owner and occupant of property within the City shall each be  
399 independently responsible for keeping the premises, including all buildings thereon  
400 and the full yard thereof, clean and free from all garbage, refuse, filth, dirt, ashes,  
401 trash, rubbish and other offensive materials.

**SECTION 10**  
**DISORDERLY HOUSE**

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- (a) Any person who keeps and maintains, either by himself or others, a common, ill-governed and disorderly house, to the encouragement of gaming, drinking, illicit drug activity, or other misbehavior, to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the City; provided, however, before any person is charged under this subsection, written notice shall be given the owner of the property and the person in possession thereof by the chief of police stating the general, customary and common habits of the house, giving fair notice of this subsection and the conduct proscribed thereby.
  
- (b) Any person who shall allow any boisterous, noisy, drunken or riotous persons to assemble or remain in their house, apartment or upon their property, after receiving oral notice from a police officer that boisterous, noisy, drunken or carousing activities have caused complaint and annoyance to the common disturbance of the neighborhood or orderly citizens, shall be guilty of an offense against the City; provided, however, no person shall be charged under this subsection unless the owner or person in possession of the premises has been afforded an opportunity to disburse the assembly or offending person from the premises. This subsection shall not preclude a police officer from arresting any individual for criminal trespass where such individual

424 knowingly and without authority remains on private property after being  
425 notified by the owner or lawful occupant to depart.

426 **SECTION 11**  
427 **VIOLATIONS; ENFORCEMENT PENALTIES**  
428

429 Any person who willfully refuses to comply with the provisions of this article  
430 shall be cited to appear before the municipal court and, upon conviction, shall be  
431 fined not less than \$500.00; each day of continued violation, after citation, shall  
432 constitute a separate offense. In addition to the foregoing fines, upon conviction, the  
433 director shall discontinue the public water supply service at any premises upon  
434 which there is found to be a cross-connection, auxiliary intake, by-pass, or inter-  
435 connection, and service shall not be restored until such cross-connection, auxiliary,  
436 by-pass, or inter-connection has been discontinued.

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439

440 **REFERENCE**

441

442 The Municipal Code of the City of Blue Ridge is amended by adding a new Article,  
443 to be numbered Article \*\*\*\*\*, which shall include the following language:

444

445

Article \_\_\_\_\_

446

447

448 **SECTION 1**  
**SHORT TITLE.**

449  
450 This Article shall be known as the “Blue Ridge Blighted Property Ordinance.”

451 **SECTION 2**  
452 **PURPOSE**

453  
454 The existence of real property which is maintained in a blighted condition  
455 increases the burden of the state and local government by increasing the need for  
456 government services, including but not limited to social services, public safety  
457 services, and code enforcement services. Rehabilitation of blighted property  
458 decreases this need for such government services.

459 In furtherance of its objective to eradicate conditions of slum and blight within  
460 the City, this board of commissioners, in exercise of the powers granted to municipal  
461 corporations at Chapter 61, Urban Redevelopment, of Title 36 of the Official Code  
462 of Georgia Annotated, has designated those areas of the City where conditions of  
463 slum and blight are found or are likely to spread.

464 In recognition of the need for enhanced governmental services and in order to  
465 encourage private property owners to maintain their real property and the buildings,  
466 structures and improvement thereon in good condition and repair, and as an incentive  
467 to encourage community redevelopment, a community redevelopment tax incentive  
468 program is hereby established as authorized by Article IX, Section II, Paragraph  
469 VII(d) of the 1983 Constitution of the State of Georgia.

470 **SECTION 3**  
471 **DEFINITIONS**

472  
473 (a) 'Blighted property', 'blighted', or 'blight' means any urbanized or developed  
474 property which:

475 (1) Presents two or more of the following conditions:

476 (A) Uninhabitable, unsafe, or abandoned structure;

477 (B) Inadequate provisions for ventilation, light, air, or sanitation;

478 (C) An imminent harm to life or other property caused by fire, flood,  
479 hurricane, tornado, earthquake, storm, or other natural  
480 catastrophe respecting which the governor has declared a state of  
481 emergency under the state law or has certified the need for  
482 disaster assistance under federal law; provided, however, this  
483 division shall not apply to property unless the relevant public  
484 agency has given notice in writing to the property owner  
485 regarding specific harm caused by the property and the owner  
486 has failed to take reasonable measures to remedy the harm;

487 (D) A site identified by the federal Environmental Protection Agency  
488 as a superfund site pursuant to 42 U.S.C. Section 9601, et seq.,  
489 or having environmental contamination to an extent that requires  
490 remedial investigation or a feasibility study;

491 (E) Repeated illegal activity on the individual property of which the  
492 property owner knew or should have known; or

493 (F) The maintenance of the property is below state, county, or  
494 municipal codes for at least one year after written notice of the  
495 code violation to its owner; and

496 (2) Is conducive to ill health, transmission of disease, infant mortality, or  
497 crime in the immediate proximity of the property.

498 Property shall not be deemed blighted solely because of esthetic conditions.

499 (b) 'Building inspector' means a certified inspector possessing the requisite  
500 qualifications to determine minimal code compliance.

501 (c) 'Community redevelopment' means any activity, project, or service necessary  
502 or incidental to achieving the redevelopment or revitalization of a  
503 redevelopment area or portion thereof designated for redevelopment through  
504 an urban redevelopment plan or thorough local ordinances relating to the  
505 repair, closing, and demolition of buildings and structures unfit for human  
506 habitation.

507 (d) 'Governing authority' means the City Council of the City of Blue Ridge, a  
508 Georgia municipal corporation.

509 (e) 'Millage' or 'millage rate' means the levy, in mills, which is established by  
510 the governing authority for purposes of financing, in whole or in part, the  
511 levying jurisdiction's general fund expenses for the fiscal year.

512 (f) 'Person' means such individual(s), partnership, corporations, business entities  
513 and associations which return real property for ad valorem taxation or who  
514 are chargeable by law for the taxes on the property.

515 (g) 'Public officer' means the enforcement official or such officer or employee of  
516 the City as designated by the enforcement official to perform the duties and  
517 responsibilities hereafter set forth in this article.

518 **SECTION 4**  
519 **AD VALOREM TAX INCREASE ON BLIGHTED PROPERTY**

520  
521 (a) There is hereby levied on all real property within the City which has been  
522 officially identified as maintained in a blighted condition an increased ad  
523 valorem tax by applying a factor of seven (7.0) to the millage rate applied to  
524 the property, so that such property shall be taxed at a higher millage rate  
525 generally applied in the municipality, or otherwise provided by general law;  
526 provided, however, real property on which there is situated a dwelling house  
527 which is being occupied as the primary residence of one or more persons shall  
528 not be subject to official identification as maintained in a blighted condition  
529 and shall not be subject to increased taxation.

530 (b) Such increased ad valorem tax shall be applied and reflected in the first tax  
531 bill rendered following official designation of a real property as blighted.

532 (c) Revenues arising from the increased rate of ad valorem taxation shall, upon  
533 receipt, be segregated by the enforcement official and used only for

534 community redevelopment purposes, as identified in an approved urban  
535 redevelopment program, including defraying the cost of the City's program to  
536 close, repair, or demolish unfit building and structures.

537 **SECTION 5**  
538 **IDENTIFICATION OF BLIGHTED PROPERTY**

539  
540 (a) In order for a parcel of real property to be officially designated as maintained  
541 in a blighted condition and subject to increased taxation, the following steps  
542 must be completed:

543 (1) An inspection must be performed on the parcel of property. In order for  
544 an inspection to be performed,

545 (A) A request may be made by the public officer or by at least five  
546 residents of the City for inspection of a parcel of property, said  
547 inspection to be based on the criteria as delineated in ordinance,  
548 or

549 (B) The public officer may cause a survey of existing housing  
550 conditions to be performed, or may refer to any such survey  
551 conducted or finalized within the previous five years, to locate or  
552 identify any parcels which may be in a blighted condition and for  
553 which a full inspection should be conducted to determine if that  
554 parcel of property meets the criteria set out in this article for  
555 designation as being maintained in a blighted condition.

556 (2) A written inspection report of the findings for any parcel of property  
557 inspected pursuant to subsection (1) above shall be prepared and  
558 submitted to the public officer. Where feasible, photographs of the  
559 conditions found to exist on the property on the date of inspection shall  
560 be made and supplement the inspection report. Where compliance with  
561 minimum construction, housing, occupancy, fire and life safety codes  
562 in effect within the City are in question, the inspection shall be  
563 conducted by a certified inspector possessing the requisite  
564 qualifications to determine minimal code compliance.

565  
566 (3) Following completion of the inspection report, the public officer shall  
567 make a determination, in writing, that a property is maintained in a  
568 blighted condition, as defined by this article, and is subject to increased  
569 taxation.

570 (4) The public officer shall cause a written notice of his determination that  
571 the real property at issue is being maintained in a blighted condition to  
572 be served upon the person(s) shown on the most recent tax digest of  
573 Fanin County as responsible for payment of ad valorem taxes assessed  
574 thereon; provided, however, where through the existence of reasonable  
575 diligence it becomes known to the public officer that real property has

576           been sold or conveyed since publication of the most recent tax digest,  
577           written notice shall be given to the person(s) known or reasonably  
578           believed to then own the property or be chargeable with the payment of  
579           ad valorem taxes thereon, at the best address available. Service in the  
580           manner set forth at O.C.G.A. § 41-2-12 shall constitute sufficient notice  
581           to the property's owner or person chargeable with the payment of ad  
582           valorem taxes for purpose of this section, except that posting of the  
583           notice on the property will not be required.

584

585 (b)   The written notice given to the person(s) chargeable with the payment of ad  
586       valorem taxes shall notify such person of the public officer's determination  
587       the real property is being maintained in a blighted condition and shall advise  
588       such person of the hours and location at which the person may inspect and  
589       copy the public officer's determination and any supporting documentation.  
590       Persons notified that real property of which the person(s) is chargeable with  
591       the payment of ad valorem taxes shall have 30 days from the receipt of notice  
592       in which to request a hearing before the City's municipal court. Written  
593       request for hearing shall be filed with the public officer and shall be date  
594       stamped upon receipt. Upon receipt of a request for hearing, the public officer

595 shall notify the municipal court and the building inspector or person who  
596 performed the inspection and prepared the inspection report.

597 (c) Within thirty (30) days of the receipt of a request for hearing, the municipal  
598 court clerk shall set a date, time and location for the hearing and shall give at  
599 least ten business days notice to the person(s) requesting the hearing, the  
600 public officer and the building inspector or person who performed the  
601 inspection and prepared the inspection report. Notice of scheduled hearings  
602 shall be published as a legal advertisement in the designated legal organ in  
603 Fannin County, at least five (5) days prior to the hearing. Hearings may be  
604 continued by the municipal court judge upon request of any party, for good  
605 cause.

606 (d) At the hearing, the public officer shall have the burden of demonstrating by a  
607 preponderance of the evidence that the subject property is maintained in a  
608 blighted condition, as defined by this article. The municipal court judge shall  
609 cause a record of the evidence submitted at the hearing to be maintained. Upon  
610 hearing from the public officer and/or their witnesses and the person(s)  
611 requesting the hearing and/or their witnesses, the judge of municipal court  
612 shall make a determination either affirming or reversing the determination of  
613 the public officer. The determination shall be in writing and copies thereof  
614 shall be served on the parties by certified mail or statutory overnight delivery.

615 The determination by the court shall be deemed final. A copy of such  
616 determination shall also be served upon the Tax Commissioner of Fannin  
617 County, who shall include the increased tax on the next regular tax bill  
618 rendered on behalf of the City.

619 (e) Persons aggrieved by the determination of the court affirming the  
620 determination of the public officer may petition the Superior Court of Fannin  
621 County for a writ of certiorari within 30 days of issuance of the court's written  
622 determination.

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**SECTION 6**  
**REMEDICATION OR REDEVELOPMENT**

630 (a) A property owner or person(s) who is chargeable with the payment of ad  
631 valorem taxes on real property which has been officially designated pursuant  
632 to this article as property maintained in a blighted condition may petition the  
633 public officer to lift the designation, upon proof of compliance with the  
634 following:

635 (1) Completion of work required under a plan of remedial action or  
636 redevelopment approved by the Mayor or her designee which addresses

637 the conditions of blight found to exist on or within the property,  
638 including compliance with all applicable minimum codes; or

639 (2) Completion of work required under a court order entered in a  
640 proceeding brought pursuant to Georgia law including, but not limited  
641 to, O.C.G.A. § 41-2-1 et seq.

642 (b) Before action on a petition to lift the designation, the public officer shall cause  
643 the property to be thoroughly inspected by a building inspector who, by  
644 written inspection report, shall certify that all requisite work has been  
645 performed to applicable code in a workmanlike manner, in accordance with  
646 the specifications of the plan of remedial action or redevelopment, or  
647 applicable court order. Upon finding required work to be satisfactorily  
648 performed, the public officer shall issue a written determination that the real  
649 property is no longer maintained in a blighted condition. Copies of this  
650 determination shall be served upon the person(s) chargeable with the payment  
651 of ad valorem taxes, and upon the Tax Commissioner of Fannin County.

652 (c) All plans for remedial action or redevelopment shall be in writing, signed by  
653 the person(s) chargeable with the payment of ad valorem taxes on the real  
654 property and the director of the City's planning and development department  
655 or other designated department, and contain the following:

- 656 (1) The plan shall be consistent with the City's comprehensive plan and all  
657 laws and ordinances governing the subject property, and shall conform  
658 to any urban redevelopment plan adopted for the area within which the  
659 property lies;
- 660 (2) The plan shall set forth in reasonable detail the requirements for repair,  
661 closure, demolition, or restoration of existing structures, in accordance  
662 with minimal statewide codes; where structures are demolished, the  
663 plan shall include provisions for debris removal, stabilization and  
664 landscaping of the property;
- 665 (3) On parcels of five acres or greater, the plan shall address the  
666 relationship to local objectives respecting land uses, improved traffic,  
667 public transportation, public utilities, recreational and community  
668 facilities, and other public improvements;
- 669 (4) The plan shall contain verifiable funding sources which will be used to  
670 complete its requirements and show the feasibility thereof;
- 671 (5) The plan shall contain a timetable for completion of required work; and
- 672 (6) Any outstanding ad valorem taxes (state, school, county and city,  
673 including the increased tax pursuant to this article) and governmental  
674 liens due and payable on the property must be satisfied in full.

675 **SECTION 7**  
676 **DECREASE OF TAX RATE**

- 677  
678 (a) Real property which has had its designation as maintained in a blighted  
679 condition removed by the public officer, as provided herein, shall be eligible  
680 for a decrease in the rate of City ad valorem taxation by applying a factor of  
681 0.5 to the City millage rate applied to the property, so that such property shall  
682 be taxed at a lower millage rate than the millage rate generally applied in the  
683 municipality or otherwise provided by general law; such decreased rate of  
684 taxation shall be applied beginning with the next tax bill rendered following  
685 removal of official designation of a real property as blighted. The decreased  
686 rate of taxation may be given in successive years, depending on the amount  
687 of cost expended by the person(s) chargeable with payment of ad valorem  
688 taxes on the property to satisfy its remediation or redevelopment, with every  
689 \$25,000.00 or portion thereof equaling one year of tax reduction; provided,  
690 however, that no property shall be entitled to reduction in City ad valorem  
691 taxes for more than four successive years.
- 692 (b) In order to claim entitlement for a decreased rate of taxation, the person(s)  
693 chargeable with payment of ad valorem taxes on the property shall submit a  
694 notarized affidavit to the public officer, supported by receipts or other  
695 evidence of payment, of the amount expended.

696 **SECTION 8**  
697 **NOTICE TO TAX COMMISSIONER**  
698

699 It shall be the duty of the public officer to notify the Tax Commissioner of Fannin  
700 County in writing as to designation or removal of designation of a specific property  
701 as maintained in a blighted condition. Such notice shall identify the specific property  
702 by street address and tax map, block and parcel number, as assigned by the Fannin  
703 County Tax Assessor's Office. The public officer shall cooperate with the tax  
704 commissioner to assure accurate tax billing of those properties subject to increased  
705 or reduced ad valorem taxation under this article.

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## **SECTION 9**

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### **REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT**

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

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## **SECTION 10**

722 **SEVERABILITY**

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

734 **SECTION 11**

735 **EFFECTIVE DATE**

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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 \_\_\_\_ day of \_\_\_\_\_, 2019

**BLUE RIDGE CITY COUNCIL**

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

Attest Ordinance Passed: \_\_\_\_\_

Attest:

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

# 4-V RANCH LLC.

www.4VRanch.com

2702 Macedonia Church Road  
McCaysville, GA 30555

Office: 706-258-3234  
706-632-2580

April 22, 2019

Mr. Jeff Stewart

Planning, Zoning and Project Manager

City of Blue Ridge Georgia

480 West First Street

Blue Ridge, GA 30513

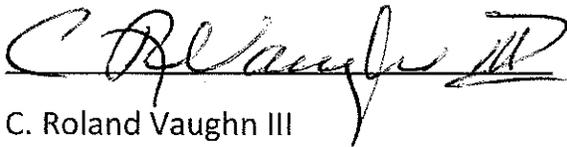
Mr. Stewart,

Please accept this correspondence as our proposal to provide landscape maintenance service for the City of Blue Ridge. The scope of the work is detailed in Exhibit A, attached hereto and made a part hereof. The proposal is for a minimum of two years' service beginning in 2019 and continuing through 2020. It is our belief that the City and our company will receive the greatest value, if the contract period is greater than two years. The project will require additional equipment, supplies and manpower. Financing equipment and gaining familiarity with the project would be a challenge for one year. The cost of the service is \$8,000 per month for 2019 and a 2% (roughly tied to the CPI) increase for 2020, totaling \$8,160 per month. The service period for 2019 is anticipated to start in July of 2019 and continue thru December. The 2020 service period is anticipated to start in April and continue thru December. We would anticipate a contractual agreement, if selected, to be drawn and mutually acceptable to both parties.

4-V Ranch LLC, d/b/a 4-V Ranch Yard and Estate Maintenance, ([www.4VRanch.com](http://www.4VRanch.com)) is a locally owned business in its 13<sup>th</sup> year of operation. We buy all our supplies and equipment locally. Safety is a core Value! We drug test all employees and provide our employees with safety equipment such as eye protection, gloves, steel toe boots and high visibility outer wear. Our trucks are permitted through GA DPS for flashing amber lights and are USDOT compliant. We train our employees in the use of equipment, to be polite to others and to take pride in their work. We are E-Verify compliant. We have included with this proposal a Certificate of Insurance and W9 for your records.

We maintain large properties, both residential and commercial, in Blue Ridge, Fannin and Gilmer Counties, as well as in Tennessee and North Carolina. We are members of the Fannin County Chamber of Commerce and are a Corporate Sponsor of the Lake Blue Ridge Civic Association. In addition, we pay our "civic rent" in many other ways to charitable organizations.

We appreciate the opportunity to propose and look forward to your favorable consideration of our proposal.

A handwritten signature in black ink, appearing to read "C. Roland Vaughn III". The signature is fluid and cursive, with a prominent initial "C" and a long, sweeping underline.

C. Roland Vaughn III

4-V Ranch LLC

## Exhibit A

(All frequencies refer to Growing Season)

- City Hall – Mow, weed eat, Edge and blow off hardscapes every week
- Farmers Market – Mow, weed eat and blow off hardscape every two weeks
- Stock Yard – Mow and weed eat every two weeks
- City Shop – Mow and weed eat every two weeks
- East Main Street from Hall street side walk R/W – weed eat and mow every month, in middle of month
- Drive in Entrance – Mow and weed eat every two weeks
- State Patrol Office – Mow, weed eat, edge and blow off hardscape every week
- Mineral Springs Park – Mow and weed eat every two weeks
- Courthouse, West Main R/W next to RR track from Church Street to Curve below McKinney street – Mow and weed eat every week
- Cook Street from West Main Street to Hwy 515 – Mow and weed eat every two weeks
- Cemetery at end of College Street – weed eat and mow every two weeks
- Historic Museum – Mow and weed eat every week
- City Park on Grey Street – Weed eat as requested
- Depot Street sidewalk R/W from W 2<sup>nd</sup> to College – weed eat every week
- Free Parking on West Main street – Mow and Weed eat every week
- West Main Street from Mountain Street to Depot Street – West side of tracks mow and weed eat every week
- Mountain Street Parking lot and East side of RR track – Mow and weed eat every week
- Triangle Island at East Main Street and Old Hwy 76 across from BR Barber shop – Mow and weed eat every week
- Sewer Plant on Wendy Ridge Road – Mow, weed eat and blow off hardscape every week
- Sewer pump Stations on Aska Rd/Hwy 76, Aska Rd, Trackside lane, CVS/Hwy 515 and Industrial Park Road – Mow and weed eat every two weeks

- Water Plant on Water Plant Rd. – Mow, weed eat and blow off hard scape every week
- Water Tank on Dogwood Circle and Cutcane Rd. – Mow, weed eat and blow off hardscape every two weeks
- Water Pump Stations on Eagle Ridge, Mountain High Circle and Mountain Tops Road – Mow and weed eat every month in middle of month

# 4-V RANCH LLC.

2702 Macedonia Church Road  
McCaysville, GA 30555

www.4VRanch.com

Office: 706-258-3234  
706-632-2580

May 1, 2019

Mr. Jeff Stewart

Planning, Zoning and Project Manager

City of Blue Ridge

480 West First Street

Blue Ridge, GA 30513

Mr. Stewart,

Please accept this correspondence as our response to your request for a revised quote, based on a change in the scope of work required. Although some parcels were removed and some frequencies were decreased, the addition of parcels, the Police Department grounds and their shooting range, more than off set the reductions. With that in mind, we will maintain our monthly fee as outlined in our correspondence of April 22, 2019.

I have attached your most recent spread sheet titled "City of Blue Ridge Lawn Maintenance" as an addendum to our original proposal. This spread sheet attached hereto and made a part hereof, will be the scope of work we will perform.

If the City is interested in spreading the cost of work over a 12 month period, we are happy to discuss that option.

Thank you for the opportunity to propose on working for you and the City!



---

C. Roland Vaughn III

## City of Blue Ridge Lawn Maintenance

Site Name	Site Location	Scope of Work	Department
City Hall	480 West First Street	2	GENERAL
Farmers Market	787 Summit Street	2	GENERAL
Stock Yard	787 Summit Street	0	GENERAL
City Shop	134 East Main Street	0	GENERAL
Davenport's Wood Yard	1315 East Main Street	3	GENERAL
Drive In	651 Summit Street	0	GENERAL
State Patrol Office	211 Industrail Blvd.	2	GENERAL
Minerial Springs	Minerial Springs Road	2	PARK
Courthouse	400 West Main Street	1	GENERAL
Courthouse toward Angie Arps	West Main Street	1	GENERAL
Cook Street	Hwy.151 to West First Street	2	GENERAL
Black Cemetery	End of College Street	2	GENERAL
Historic Museum	411 West First Street	2	GENERAL
Park / Weed Eat	Gray Street	5	PARK
Police Station	301 Church Street	2	POLICE
Sewer Plant	242 Windy Ridge Road	2	SEWER
Sewer Pump Station	Aska Road / Hwy 76	0	SEWER
Sewer Pump Station	Aska Road	0	SEWER
Sewer Pump Station	Trackside Lane	0	SEWER
Sewer Pump Station	CVS / Hwy 515	0	SEWER
Sewer Pump Station	Industrail Park Road	0	SEWER
Shooting	Tom Boyd Road	2	POLICE



# Scope of Work

## Growing Season, March - October

1 Grass to be mowed 1-time weekly during growing season.

Fertilize will be applied in March

Aerate in March

Leaves to be removed as needed. Hourly Rate. Pre-Approval Needed

2 Grass to be mowed Bi-Weekly

Leaves to be removed as needed. Hourly Rate. Pre-Approval Needed

3 Grass to be mowed 1 - Time monthly. Middle of Each Month.

Leaves to be removed as needed. Hourly Rate. Pre-Approval Needed

4 Grass to be mowed as needed. Hourly Rate. Pre-Approval Needed

Leaves to be removed as needed. Hourly Rate. Pre-Approval Needed

5 Weed Eat. Pre - Approval Needed

**Grasshopper Lawn Care**  
Fully insured  
Owner: Kevin Carter  
Contact: (828) 361-5539

Site Name	Scope of Work	Fee
<b>One Time Weekly</b>		
Court House	1	
Court House toward Angie Arp	1	
	<b>Total Weekly Cost: \$400.00</b>	
<b>Bi-Weekly</b>		
Sewer Plant	2	\$650.00
Water Plant	2	\$650.00
City Hall	2	\$225.00
Farmers Market	2	\$225.00
State Patrol Office	2	\$225.00
Mineral Springs	2	\$150.00
Cook Street	2	\$150.00
Black Cemetery	2	\$75.00
Historical Museum	2	\$75.00
Dogwood Circle Water Tank	2	\$75.00
Mountain High Circle	2	\$75.00
Police Station	2	\$65.00
	<b>Bi-Weekly Cost: \$2,640.00</b>	
<b>One Time Monthly</b>		
Davenport's Wood Yard	3	\$50.00
Shooting Range	3	\$200.00
	<b>One Time Monthly Cost: \$250.00</b>	
<b>Weed Eat (Approval Needed)</b>		
Park/Weed Eat	5	Hourly Rate: \$80.00
	<b>Overall Monthly Cost: \$7,130.00</b>	

**BY-LAWS**

**CITY OF BLUE RIDGE DOWNTOWN DEVELOPMENT AUTHORITY  
CITY OF BLUE RIDGE, GEORGIA**

**ARTICLE I  
NAME AND PURPOSE**

1 **Section 1. Name.** The name of this body shall be the Downtown Development  
2 Authority (the “DDA”) of the City of Blue Ridge, Georgia.

3  
4 **Section 2. Purpose.** The purpose of the DDA is to stimulate and sustain economic  
5 development in downtown City of Blue Ridge by encouraging cooperation and  
6 building leadership; by advancing a positive image of downtown and promoting it  
7 as an exciting place to live, shop, and invest; by sustaining and improving the  
8 appearance of downtown; and by strengthening and expanding the economic base  
9 of downtown. The DDA serves non-profit and public purposes and is an institution  
10 of purely public charity.

11  
12 **Section 3. Effective uses.** The DDA is most effectively used when its financing  
13 and project administration abilities are reserved for unusual endeavors which  
14 include: 1) complex, unique or special projects which the DDA can concentrate on  
15 to the exclusion of other things, 2) enterprises which are essentially entrepreneurial  
16 and beyond the range of functions of local government, 3) public/private  
17 partnerships, and 4) other uses allowed by law.

18  
19 **Section 4. Legal authority.** The DDA was activated pursuant to O.C.G.A. § 36-  
20 42-5 via a resolution of the City of Blue Ridge City Council on December 11,  
21 2018. (See Exhibit “A” attached hereto). In the event of any conflict between any  
22 provision of these bylaws and the December 11, 2018 activation resolution, the  
23 provisions of the activating resolution shall govern.

24  
25 **ARTICLE II**  
26 **DIRECTORS AND SERVICE**

27  
28 **Section 1. Management Powers, Number, Qualification and Term.** The  
29 property, affairs and business of the DDA shall be managed by its directors  
30 consisting of seven persons, appointed by city council from time to time as  
31 provided by law (O.C.G.A. § 36-41-1). The qualifications of the directors shall be

32 as provided by law. Directors shall be appointed for a four-year term or to fulfill  
33 an unexpired term and terms shall coincide with established terms for Seats 1-7.

34  
35 **Section 2. Powers.** The directors shall have such power and authority as is  
36 conferred upon them by O.C.G.A. § 36-41-1 et seq., as limited by the Resolution  
37 activating the DDA, as the same now exists or may hereafter be amended, and such  
38 other power and authority as may be contained under the Constitution and the  
39 Laws of the State of Georgia as the same may now or hereafter exist.

40  
41 **Section 3. Conditions of Service.** No director shall receive compensation for  
42 services but may be reimbursed for reasonable expenses incurred in the  
43 performance of director duties. Directors must sign an Oath of Office and be bound  
44 by these Bylaws. By executing the Oath of office, or by agreeing to serve as a  
45 Director, a Director waives any and all legal challenges to any term or condition  
46 set forth in the December 11, 2018 activating Ordinance. However, a Director  
47 retains the right to legally challenge any removal or suspension.

48  
49 **Section 4. Director Resignation.** Any director may resign by giving notice in  
50 writing to the Chair of the DDA and the City Council. Such resignations take place  
51 as specified in the resignation and upon acceptance by the City Council.

52  
53 **Section 5. Director Removal.** A director is subject to removal or suspension for  
54 causes set forth in the activating Resolution dated December 11, 2018 attached  
55 hereto as Exhibit “A” and incorporated by reference.

56  
57 **Section 6. Vacancies.** A seat on the DDA shall be considered vacant upon the  
58 expiration of a term, resignation, death, or removal of a member. At the end of any  
59 term of office, if a successor has not been appointed, the director whose term of  
60 office has expired shall continue to hold the office until his successor is appointed.  
61 Any person appointed to fill the unexpired term of a director shall serve to the end  
62 of the unexpired term.

63  
64 **Section 7. Conflict of Interest.** Directors shall not use their position to influence  
65 the DDA’s decisions or discussions where they have a material financial interest;  
66 or where there is an organizational responsibility or personal relationship interest  
67 which may result in a real or apparent conflict of interest. Directors shall disclose  
68 investments, interest in real property or businesses, and sources of income or gifts  
69 that may present a conflict of interest. The DDA’s determination of conflict of  
70 interest regarding a director’s financial, organizational or personal interest shall be  
71 final and not subject to review.

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**Section 8. Business with a Director.** The DDA may purchase from, sell to, borrow from, loan to, contract with, or otherwise do business with a director or any organization or person with which a director has a substantial interest or involvement provided the director: 1) disclose the interest in advance to the DDA and have such recorded in the minutes, 2) not be present at that portion of a DDA meeting during discussion or decision on the matter and 3) not participate in any DDA decision relating to the matter. A “substantial interest or involvement” shall mean any interest or involvement which reasonably may be expected to result in a direct financial benefit to such director, as determined by the DDA, whose determination shall be final and not subject to review.

**Section 9. Confidentiality.** No DDA member shall disclose, either during or after tenure, any confidential information obtained as a result of having served on the DDA, without first having obtained the consent of the DDA.

**ARTICLE III**  
**MEETINGS**

**Section 1. Regular Meetings.** The DDA shall meet at a regular time and place established by resolution of the DDA or otherwise adopted by the DDA and approved by the City Council. Notice of this meeting, as well as other public meetings of the DDA, shall be posted in a conspicuous public place at the regular meeting place. All meetings shall be conducted in accordance with the Georgia Open Meetings Act (O.C.G.A. Section 50-14-1 et. seq.)

**Section 2. Special Meetings.** Special meetings may be held upon the call of the Chairman, Secretary, Treasurer, or any two directors at such time during regular business hours and at such place within the City of Blue Ridge, Georgia, as shall be specified in the notice of such meeting. In the case of a Special Meeting of the DDA, the directors, the public, and the local legal organ shall be given 24 hours notice of this meeting. Any standing committee of the DDA, such as an Executive Committee, may be called by the Chair of the DDA or the Chair of the Committee, and this shall require 24 hours notice to committee members, the public and the local legal organ. No action of any committee or its members shall be binding upon the Authority until such committee actions have been approved by the Authority. Emergency meetings may be called without the 24-hour notice discussed in this Paragraph; however, the emergency must be identified in the minutes and all

111 reasonable steps shall be taken to notify all the directors, the public and the local  
112 legal organ.

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114 **Section 3. Closed Meetings.** The Chair may call for a closed executive session of  
115 the DDA, and no notice is required. Voting on issues discussed in closed executive  
116 session must be made by reopening the meeting to the public, or made at a future  
117 public meeting, or disclosed in the minutes following resolution of the issue.

118  
119 **Section 4. Annual Meeting.** At the first meeting of each calendar year, the DDA  
120 shall conduct an annual meeting to establish officers and make financial and  
121 operational reports and recommendations necessary for the conduct of the DDA's  
122 annual affairs.

123  
124 **Section 5. Quorum.** A majority of the directors, at a meeting duly assembled shall  
125 constitute a quorum for the transaction of business. A majority is defined as a  
126 majority of the legal appointments of directors in effect at the time in which the  
127 meeting is called. Any unappointed, vacant or expired seats shall not count towards  
128 a majority. Unless otherwise specifically required by statute or these by-laws, the  
129 act of a majority of such directors present at a meeting at which a quorum is  
130 present shall be the act of the DDA, and if at any meeting of the DDA there shall  
131 be less than a quorum, a majority of those present may adjourn the meeting without  
132 further notice, until a quorum shall have been obtained.

133  
134 **Section 6. Parliamentary Procedures.** In case of dispute concerning  
135 parliamentary procedures governing the conduct of meetings of the DDA, Roberts  
136 Rules of Order shall govern and the City Attorney and/or acting attorney for the  
137 DDA shall rule on any parliamentary procedure question or inquiry. Any director  
138 wishing to raise a question of procedure shall state "parliamentary inquiry" and  
139 then be recognized to present the question or inquiry to the City Attorney or acting  
140 attorney for the DDA.

141  
142 **Section 7. Minutes.** Minutes of a regular, special or standing committee meeting  
143 must be recorded. Minutes must be made available to the public after they have  
144 been approved by the DDA, but no later than immediately following the next  
145 regular meeting. Minutes must include the names of the members present at the  
146 meeting, a description of each motion or other proposal made and a record of all  
147 votes. For a closed executive session, minutes are not required unless land  
148 acquisition is discussed, but the reason for closing the open meeting must be  
149 reflected in the open meeting minutes.

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**Section 8. Telephonic participation.** Upon a motion by the Chair which is duly seconded and approved by a majority of Directors present, a director may participate in discussion and voting telephonically, and shall be considered to have been present at the meeting.

**Section 9. Nominations of Members.** Prior to the expiration of the term of any director of the DDA, the DDA members and the city council may submit names of nominees to the mayor who will appoint new DDA members with the approval of the Council.

**ARTICLE IV**  
**OFFICERS**

**Section 1. Officers.** Officers of the DDA shall be a Chair and a Vice Chair who shall constitute an Executive Committee. No members shall hold more than one office at a time. The Executive Committee shall meet as needed and particularly in situations requiring timely or urgent actions from the DDA. The directors may elect or appoint a Recording Secretary, who may be, but need not be, a director. A Treasurer may be elected, or the DDA may choose, in agreement with the Mayor and City Council, to allow the city clerk to serve as Treasurer.

**Section 2. Election and Tenure.** All officers of the DDA shall be directors of and selected by the DDA at the Annual Meeting which shall occur, after the initial meeting, in January of each year. During the last meeting of the DDA each calendar year, nominations shall be made for officers for the upcoming year. Nominations from the floor may also be made at the Annual Meeting. Officers shall be elected by a majority of directors. New officers shall assume office immediately upon election. Officers shall serve for one year and may be re-elected to the same office for no more than two consecutive years. At least one year must expire before a member is re-elected to an office previously held.

**Section 3. Term and Removal.** All officers shall be elected by and serve at the discretion of the directors and any officer may be removed from office, either with or without cause, at any time, by the affirmative vote of the majority of the directors of the authority then in office. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, shall be filled by the directors for the unexpired portion of the term. Resignation shall be submitted in writing to the Chairman.

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**ARTICLE V**  
**OFFICER DUTIES**

**Section 1. Chair.** The Chair shall be the principal officer of the DDA and shall preside at all meetings. The Chair shall have the authority to sign and execute on behalf of the DDA all documents, notes, contracts and obligations authorized by the DDA. The Chair shall appoint committees and committee chairs as may be necessary. The Chair shall be a member of all committees, except the nominating committee. The Chair, or its designee, shall be responsible to the City Council for reports and information on the DDA. The Chair shall have general oversight and supervision of the finances of the DDA in coordination with the executive director and the city clerk.

**Section 2. Vice-Chair.** The Vice-Chair shall perform duties such as may be assigned by the Chair. In the absence of the Chair, or in the event of the disability, inability or refusal to act of the Chair, the Vice-Chair shall perform the duties of the Chair.

**Section 3. Secretary.** The Secretary shall provide for the keeping and reporting of the minutes of meetings of the DDA. The Secretary shall give appropriate notices in accordance with the bylaws and as required by law. The Secretary shall act as custodian of Authority records as well as the Seal of the Authority.

**Section 4. Treasurer.** The Treasurer shall have the responsibility of keeping financial records and accounts. The Treasurer shall review the DDA's Annual Audit and Annual Budget. The Treasurer shall make reports to the DDA as to its financial condition.

**Section 5. Assignment of Duties.** The Chair of the DDA may assign other duties to any officer from time to time. Officer duties may be designated to executive or administrative personnel by the DDA as is practical to conduct the daily affairs of the DDA. The DDA may hire, contract or otherwise engage professional, legal and other assistance as needed.

**ARTICLE VI**  
**EXECUTIVE DIRECTOR**

230 **Section 1. Duties.** The Executive Director shall be the primary administrative and  
231 executive officer for the DDA. The Executive Director is a non-voting member of  
232 the DDA as well as all other committees. The Executive Director shall serve as  
233 advisor to the Chair and assist the DDA with issues, policies, reports, information,  
234 committees, and actions as needed according to the policies and regulations of the  
235 DDA. The Executive Director shall be responsible for hiring, discharging,  
236 directing and supervising employees and agents of the DDA. The Executive  
237 Director, with the Chair, the Mayor or the Mayor’s designee, and the Treasurer,  
238 shall prepare an Annual Budget for approval by the DDA. The Executive Director,  
239 with the Chair and the Mayor or Mayor’s designee, shall draft an Annual DDA  
240 Work Plan for review and approval by the DDA.

241  
242 **Section 2. Employment.** The Executive Director shall be hired by the DDA and  
243 the Mayor. The performance and compensation of the Executive Director shall be  
244 reviewed annually by the Executive Committee and the Mayor. The Executive  
245 Director may only be terminated by a majority vote of the DDA and the  
246 concurrence of the Mayor.

247  
248 **Section 3. Spending Authority.** The Executive Director shall have authority for  
249 expenditures of up to \$1,000 within amounts authorized in the Annual Budget.  
250 Disbursements made by check over \$1,000 must be authorized by both the  
251 Executive Director and a member of the Executive Committee.

252  
253 **ARTICLE VII**  
254 **FISCAL YEAR**  
255

256 **Section 1. Time.** The fiscal year of the DDA shall begin on the first day of  
257 January of each year and end on the last day of December of each year.

258  
259 **Section 2. Annual Meeting.** An annual meeting of the DDA shall be held in  
260 January. Notice of the time and place of such meeting shall be given by the  
261 Chairman.

262  
263 **Section 3. Annual Audit.** The Treasurer shall cause an annual audit of the books  
264 of the DDA to be made by the firm which audits the books of the City of Blue  
265 Ridge and present such audit to the directors of the DDA. A copy of the audit shall  
266 be filed with the State Auditor; if necessary, to comply with the Local Government  
267 Financial Management Standards Act (Georgia Laws, 1980, p. 1738).

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**ARTICLE VIII**  
**BYLAWS, SEAL, TITLE CONVEYANCE**

**Section 1. Bylaw Amendments.** The by-laws of the DDA shall be subject to alteration, amendment or repeal, and new by-laws not inconsistent with any laws of the State of Georgia creating this DDA may be made by affirmative vote of a majority of the directors then holding office at any regular or special meeting of the directors. Proposed amendments shall be submitted in writing to all directors of the Authority ten (10) days prior to the meeting at which such amendment will be considered. If such written proposed amendment is submitted by mail, it shall be deemed to be delivered when deposited in the United States mail properly addressed and with sufficient postage thereon. Any change to the bylaws must be approved by the City Council and no new provision or amendment shall be effective until such approval by the City Council.

**Section 2. Seal.** The Seal of the DDA shall consist of an impression bearing the name “Downtown Development Authority of Blue Ridge” around the perimeter and the word “SEAL” and the year of activation in the center thereof.

**Section 3. Conveyance of Title.** Upon the action of the DDA resolving to convey title or take title to real property, the signature of the Chair, or Vice Chair in place of the Chair, as well as the signature of a second officer shall be required.

**ARTICLE IX**  
**ASSOCIATE MEMBERS**

**Section 1. Associate Members.** The DDA may include in its meetings and activities persons known as Associate members who shall be non-voting members representing governments, agencies or institutions in the City of Blue Ridge. Associate Members may participate in DDA discussions and activities, provide reports from their respective agencies and serve on DDA committees, subject to approval by the Chair. The DDA may create or disband associate memberships as deemed necessary.

**Section 2. Associate Membership.** Associate members may include, but are not limited to, representatives from City of Blue Ridge, representatives of North Georgia College & State University or other appropriate associations.



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**BLUE RIDGE DEVELOPMENT AUTHORITY**

**CONFLICT OF INTEREST/CONFIDENTIALITY AGREEMENT**

We, the undersigned Directors of the Blue Ridge Downtown Development Authority, as well as Associate Members of the Authority, do hereby agree to be bound by the Conflict of Interest, Disclosure and Confidentiality rules as prescribed in the Bylaws of the DDA and the activating resolution dated December 11, 2019.

<b>DIRECTOR/MEMBER</b>	<b>DATE</b>
<u>Michelle Moran</u>	<u>04/24/2019</u>
<u>Nathan Fitts</u>	<u>04/24/2019</u>
<u>Jay Hamilton</u>	<u>04/24/2019</u>
<u>Nichole Potzauf</u>	<u>04/24/2019</u>
<u>Jeff Depaola</u>	<u>04/24/2019</u>
<u>Gene Holcombe</u>	<u>04/24/2019</u>
<u>Cesar Martinez</u>	<u>04/24/2019</u>

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**Blue Ridge Downtown Development Authority/Better Hometown Board  
Member Contract**

I, \_\_\_\_\_ understand that as a member of the City of Blue Ridge Downtown Development Authority, I have a legal and personal responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.

As part of my responsibilities as a board member:

1. I will interpret the organization's work and values to the community, represent the organization, and act as a spokesperson.
2. I will attend at least 75% of board meetings, committee meetings, and special events.
3. I will act in the best interests of the organization and excuse myself from discussions and votes where I have a conflict of interest.
4. I will stay informed about what's going on in the organization. I will ask questions and request information. I will participate in and take responsibility for making decisions on issues, policies and other board matters.
5. I will attend required professional development training offered by the city in order to help me meet my responsibilities.
6. I will work in good faith with staff and other board members as partners towards creating and achieving our goals. Accepting the responsibility of being a working board member, I will annually take responsibility for at least one major project or area of work specified in our organizational work plan.

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7. If I don't fulfill these commitments to the organization, I will expect the Chairman to call me and discuss my responsibilities with me.

385 In turn, the organization will be responsible to me in several ways:

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1. I can expect that monthly meetings will provide me with financial reports and an update of organizational activities that allow me to meet the "prudent person" standards of the law<sup>1</sup>.

2. Opportunities will be offered to me to discuss with the executive director and the Chairman the organization's programs, goals, activities, and status; additionally, I can request such opportunities.

3. The organization will help me perform my duties by keeping me informed about issues in the industry and field in which we are working, and by offering me opportunities for professional development as a board member.

4. Board members and staff will respond in a straightforward fashion to questions that I feel are necessary to carry out my fiscal, legal and ethical responsibilities to this organization. Board members and staff will work in good faith with me towards achievement of our goals.

5. If the organization does not fulfill its responsibilities to me, I can call on the Chairman and executive director to discuss the organization's responsibilities to me.

410 Signed:

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\_\_\_\_\_  
Member, Downtown Development Authority

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<sup>1</sup> The "Prudent Person Rule," applied in many legal settings in slightly differing language, states that an individual must act with the same judgment and care as, in like circumstances, a prudent person would act.

415 \_\_\_\_\_  
416 Chair, Downtown Development Authority

417  
418 *The board chair should sign two copies of this agreement for each board member.*  
419 *Each new board member should sign both, return one copy to the board chair, and*  
420 *keep the other for reference.*  
421

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*Proposed Meeting Schedule  
For the  
Downtown Development Authority (DDA)*

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The DDA has proposed their regular meeting schedule, time and place as the first Monday of each month at 5:30 p.m. to be held at Blue Ridge City Hall, 480 West First Street, Blue Ridge, Ga. 30513.

2019 Meeting dates are listed as follows:

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<b>Month</b>	<b>Day</b>
June	3rd
July	1st
August	5th
September	TBD – Labor Day falls on the first Monday and City Hall is Closed
October	7th
November	4th
December	2nd

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**INVOICE**

INVOICE NO  
2514

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

SHIP TO 2019 paving projects

ACCOUNT NO	TERMS	INVOICE DATE	PAGE
COBR	COD	5/3/2019	1

DESCRIPTION	UNIT PRICE	EXTENDED
***Mountain Street, overlay from cross walk at East Main Street till seam at train track ROW***	0.00	0.00
Installation and Compaction of 2" 9.5mm F-mix asphalt (1,027 square yards, Overlay, includes digging out areas patched with gravel and installing asphalt prior to overlaying whole area) includes prep and tack coat	17.34	17,808.18
Restripe area after overlay	800.00	800.00

**TOTAL AMOUNT 18,608.18**

**PAYMENT IS DUE UPON RECEIPT**

**Task Release**

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THIS \_\_\_ day of \_\_\_\_\_ 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:

*Sanitary Sewage Lift Station Evaluations (CVS, Industrial Park Rd., & Aska Rd.)*

A. More specifically, the project includes the evaluation of four (4) existing sanitary sewage lift stations (CVS, Industrial Park Road, and Aska Road #1 & #2) to determine if two (2) of the stations could be taken out of service by running a new gravity sewer line. Also included is the evaluation of the possibility of redirecting the flow from the Industrial Park Rd. lift station to prevent it from pumping to the CVS lift station.

**2. The Work:**

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

- A. Review of any existing documentation from the City.
- B. Review of current conditions, topography, lift station sites, etc.
- C. Run calculations to determine likely improvement options and associated costs. Compare to current O&M and future replacement costs.
- D. Provide a written description of any improvements that would be required to remove the existing lift stations from service and/or redirect the flow from the Industrial Park Rd. lift station. Present this information to the City Council at a meeting, if requested.
- E. 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:**

<b>Task</b>	<b>Description</b>	<b>Fee Basis</b>
A	Lift Station Evaluation	\$ 3,250.00
B	Additional Engineering Contingency*	\$ 1,000.00
	(*not to be billed without approval from City)	
<b>TOTAL FEE</b>		<b>\$4,250.00</b>

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

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

- 5.1 The Owner agrees to pay the Engineer for the Work described above the lump sum Contract Price of **Four Thousand Two Hundred Fifty and 00/100 dollars (\$4,250.00)** for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

**6. The Primary Contacts:**

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

Matt Smith	770-479-8782
Name	Phone

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

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>5/10/19</u>	Date: _____, 20__

## City of Blue Ridge

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

City of Blue Ridge  
Council Meeting Minutes  
City Hall  
480 West First Street  
June 11, 2019 at 6:00 p.m.

Present: Mayor Donna Whitener  
Council Members Robbie Cornelius, Nathan Fitts,  
Kenneth Gaddis, Rhonda Haight and Harold Herndon  
City Clerk Kelsey Ledford  
Zoning, Land Development and Project Manager Jeff Stewart  
Chief of Police Johnny Scarce

Absent: 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 Kenneth Gaddis offered a word of prayer followed by the Pledge of Allegiance.
- 3) Approval of Minutes from Previous Meeting:
  - a) Council Member Rhonda Haight made a motion to approve the May 14, 2019 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.
- 4) Approval of Agenda or Motion to Amend Agenda (if applicable):  
Council Member Nathan Fitts made a motion to approve the agenda as presented. The motion was seconded by Council Member Robbie Cornelius. The Council voted 5-0. Motion carried.

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

- 5) Pam Fink—Blue Ridge Business Association:  
Ms. Fink was present in place of Cesar Martinez representing the Blue Ridge Business Association. She announced that the Fourth of July parade would be held on the fourth of July this year and that there would be no parking on East Main Street from 7:00 a.m. until the parade was over.
- 6) Michael Eaton—Derelict Property Ordinance:  
Mr. Eaton expressed his concerns with the proposed Derelict Property Ordinance and spoke in opposition of its passing.

## City of Blue Ridge

---

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

- 7) Kenny Queen—Traffic in front of the Co-Op / Speed Limit:  
Mr. Queen thanked the Council for the rumble strips and speed table on East Main Street in front of the Co-Op and requested that the speed limit be decreased.
- 8) Tommy Vannoy—Orvin Lance Connector Turning Lane:  
Mr. Vannoy was not present. Mayor Donna Whitener asked City Clerk Kelsey Ledford to read a letter from Mr. Vannoy due to his absence. The letter is attached.
- 9)

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

- 10) FY2018 Final Budget Amendment—Finance Director Alicia Stewart:  
Council Member Rhonda Haight made a motion to approve the FY2018 Final Budget Amendment (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.
- 11) Speed Limit Recommendations from Chief Searce:  
Police Chief Johnny Searce and Zoning, Land Development and Project Manager Jeff Stewart presented their recommendations in regards to the speed limits through out the City limits. After some discussion, Council Member Rhonda Haight made a motion to accept their recommendations (attached) with a revision to the speed limit on Robert's Way (to change their recommendation from 20 mph to 15mph) and to make the intersection of East Main Street and Mountain Street a 4-way stop. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried. Amongst the discussion, it was noted that City Attorney James Balli would be amending the City's current ordinance addressing speed limits to make these recommendations effective.
- 12) Traffic Control Devices on Windy Ridge:  
Council Member Robbie Cornelius proposed that the Council amend their April 9, 2019 motion and make the intersection in front of the new fire station on Windy Ridge a 4-way stop instead of a 3-way stop. After some discussion, the Council agreed to leave the motion as made on April 9, 2019.
- 13) GEFA Modification for Loan No. DW2017017 Resolution:  
Mayor Donna Whitener announced that the GEFA Modification for Loan No. DW2017017 would extend the completion date from June 1, 2019 to March 2020, she then proceeded to read the resolution (attached) aloud. Council Member Nathan Fitts made a motion to adopt the resolution. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

## City of Blue Ridge

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### **Purchasing Approvals:**

14) Smith & Loveless Georgia, Inc. Quote No. Ky-2019-05-14-2 (Emergency Purchase):

Council Member Kenneth Gaddis made a motion to approve the Smith & Loveless Georgia, Inc. quote in the amount of \$16,632.04 (attached) in regard to an emergency purchase. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

15) TE Project Streetscape Phase IV:

The Mayor and Council were presented with a bid tabulation (attached) regarding the three bids submitted for the TE Project Streetscape Phase IV. Zoning, Land Development and Project Manager Jeff Stewart explained that the initial low bidder was disqualified due to some documentation discrepancies and that by default Coldwell Construction Company was the current low bidder for the project with a base bid of \$ 576,254.99. Mayor Donna Whitener explained that the grant amount was \$375,000.00, City Match was \$ 93,750.00 but that total expenditures thus far totaled \$ 97,161.78. It was discussed that the City approve the Coldwell bid but that prior to construction that a change order be issued to decrease the project total. Council Member Nathan Fitts made a motion to accept Coldwell Construction Company's bid. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-1 with Council Member Kenneth Gaddis opposed. Motion carried.

16) Trackside Lane Sanitary Sewer Lift Station Replacement Change Order for Grinder:

Council Member Kenneth Gaddis explained the need for a grinder to be added to the project on Trackside and explained the purpose/benefit of the addition. Council Member Kenneth Gaddis made a motion to approve the contract change order in the amount of \$12,250.00 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

17) Hayes James and Associates, Inc. Project No. 19-596-C:

Mayor Donna Whitener gave a summary of the proposed agreement and explained that there is a lot of pedestrian traffic in the project area which has led to the need of the project. Council Member Rhonda Haight made a motion to approve Hayes James and Associates, Inc.'s authorization of professional services for Project No. 19-596-C in the amount of \$ 17,900.00 (attached). The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

18) Harris Invoice No. LGMN00000005565:

Council Member Rhonda Haight made a motion to approve Harris Invoice No. LGMN00000005565 in the amount of \$ 30,129.01 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

## City of Blue Ridge

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19) AirMedCare Membership:

After some discussion, Council Member Nathan Fitts made a motion to table the topic until the following month. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried. The topic was tabled to allow time for the public to provide feedback.

20) Roof Replacement at City Park:

After some discussion, Council Member Rhonda Haight made a motion to table the topic until additional quotes are obtained. The motion was seconded by Council Member Kenneth Gaddis. The Council voted 5-0. Motion carried.

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

21) Derelict Property Ordinance:

Mayor Donna Whitener asked City Clerk Kelsey Ledford to read an email addressed to the City from City Attorney James Balli (attached). Council Member Rhonda Haight stated that the proposed Derelict Property Ordinance was like those in other locally government agencies. Chief of Police Johnny Searce and Zoning, Land Development and Project Manager Jeff Stewart discussed issues that have occurred over many years as well as recent, that the City hopes to solve with the adoption of the ordinance. Mayor Donna Whitener asked the Council to read and think about the section that addresses graffiti, she continued to state that she believed that the tax incentive section should be removed and the Council agreed. The Mayor and Council also agreed to the following changes:

- 1) Section 7(a)(1-2): Change 14 days to 15 days
- 2) Replace the Mayor with Enforcement Officer through out ordinance

Council Member Kenneth Gaddis again questioned what the process would be if a family could not afford to repair or maintain property immediately. The Mayor and Council continued to discuss until the Mayor requested that any additional concerns or revisions be submitted to either City Attorney James Balli or City Clerk Kelsey Ledford prior to the ordinance adoption.

22) Ordinance Approval:

After some discussion, Council Member Kenneth Gaddis requested that Mayor Donna Whitener have City Attorney James Balli draft a policy in regard to writing ordinances. The consensus of the discussion was that the Council wanted to know about any situation that needed an ordinance and approve City Attorney James Balli to write the ordinance.

23) Board Appointments:

Mayor Donna Whitener announced that several positions were open on various City boards. The Council agreed to advertise the positions and accept applications.

## City of Blue Ridge

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

24) Executive Session (if needed)—Personnel and Land Acquisition:

Council Member Rhonda Haight made a motion to close the meeting for an executive session for the purpose of discussing personnel and land acquisition. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

Council Member Rhonda Haight made a motion to open the meeting from an executive session. The motion was seconded by Council Member Nathan Fitts. The Council voted 5-0. Motion carried.

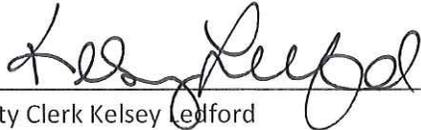
Mayor Donna Whitener announced that no action would be taken at this time.

25) Adjournment:

Council Member Nathan Fitts made a motion to adjourn the meeting. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Meeting adjourned.



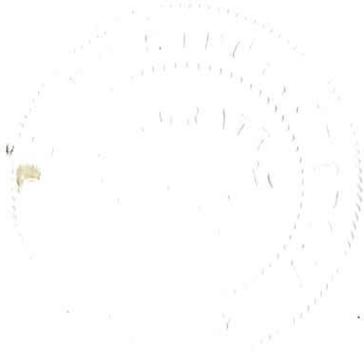
\_\_\_\_\_  
Mayor Donna Whitener



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



\_\_\_\_\_  
Approved



**From:** [Donna Whitener](#)  
**To:** [Kelsey Ledford](#)  
**Subject:** Fwd: Road Improvement  
**Date:** Tuesday, June 11, 2019 2:27:16 PM

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Sent from my iPhone

Begin forwarded message:

**From:** Tommy Vannoy <[tvannoy@tds.net](mailto:tvannoy@tds.net)>  
**Date:** April 16, 2019 at 1:10:14 PM EDT  
**To:** Donna Whitner <[donna@cityofblueridgega.gov](mailto:donna@cityofblueridgega.gov)>  
**Cc:** William Echelberger <[wechelberger@aol.com](mailto:wechelberger@aol.com)>, <[garylkeel@gmail.com](mailto:garylkeel@gmail.com)>, Steven Miracle <[smiracle@etcmail.com](mailto:smiracle@etcmail.com)>, Kevin Panter <[kevinp1@tds.net](mailto:kevinp1@tds.net)>, James Hughes <[jbirdhugh@gmail.com](mailto:jbirdhugh@gmail.com)>  
**Subject: Road Improvement**

Donna,

As you are aware the Blue Ridge United Methodist Church is well along with construction of our new church at 235 Orvin Lance Drive, Blue Ridge. We anticipate a mid summer 2019 completion and occupancy. It has come to our attention that the interaction by the Post Office along Orvin Lance Connector is proving to be a challenge for our church members in that visibility along the Connector, in front of the post office, is difficult to negotiate with the road bank blocking vision. Is it possible for the City of Blue Ridge to grade back the bank in such a manner to improve visibility? Our church members along with the post office users and others appreciate any assistance the City can provide.

Thank you,

Tommy Vannoy  
Chair, BRUMC Building Committee  
(706) 889-4804



# Blue Ridge, Georgia

## Live. Work. Play.

### BUDGET AMENDMENT #3 2018

			<b>ADJUSTED</b>		
<b><u>DEPARTMENT/ACCOUNT DESCRIPTION</u></b>			<b><u>BUDGET</u></b>	<b><u>AMENDMENT</u></b>	<b><u>BUDGET</u></b>
<b>GENERAL FUND</b>					
100-31-0000-1219	TAXES	AD VALOREM TAX 2017	480,000	20,000	500,000
100-31-0000-1310	TAXES	AUTO TAG TAX	90,000	30,000	120,000
100-31-0000-3100	TAXES	SALES TAX	725,000	60,000	785,000
100-31-0000-4200	TAXES	BEVERAGE TAX	300,000	50,000	350,000
100-32-0000-3100	LICENSES	BUILDING PERMITS	5,000	4,000	9,000
100-34-0000-7903	CHG SER	DOWNTOWN PARKING	20,000	30,000	50,000
100-35-0000-1170	FINES	FINES & FORFEITURES	200,000	32,000	232,000
100-51-1100-2100	COUNCIL	GROUP INSURANCE	(55,971)	(17,000)	(72,971)
100-51-1100-3100	COUNCIL	INSURANCE & BONDS	-	(13,000)	(13,000)
100-52-1500-1201	GEN ADMIN	LEGAL	(35,000)	(12,000)	(47,000)
100-52-1500-2202	GEN ADMIN	MAINTENANCE EQUIPMENT	(4,000)	(5,000)	(9,000)
100-52-1500-3900	GEN ADMIN	CONTRACTED SERVICES	(25,000)	(10,000)	(35,000)
100-53-1500-1100	GEN ADMIN	OFFICE SUPPLIES & EXP	(6,000)	(2,000)	(8,000)
100-53-1500-1600	GEN ADMIN	SMALL EQUIPMENT	(10,500)	(4,000)	(14,500)
100-54-1500-1200	GEN ADMIN	CAPITAL OUTLAY- SITE IMPROV	-	(9,000)	(9,000)
100-61-1500-1340	GEN ADMIN	TRANSFER TO MGF	(7,000)	(23,000)	(30,000)
100-52-2650-2202	MUN CT	MAINTENANCE EQUIPMENT	(10,000)	(5,000)	(15,000)
100-57-2650-2000	MUN CT	PAYMENT TO OTHER AGENCIES	(50,000)	(3,000)	(53,000)
100-52-3200-3850	POLICE	CONTRACT LABOR- SRO	(46,000)	(10,000)	(56,000)
100-53-3200-1600	POLICE	SMALL EQUIPMENT	(21,420)	(15,000)	(36,420)
100-53-6124-1210	REC FAC	WATER/SEWERAGE	(13,000)	(3,000)	(16,000)
100-53-6124-1230	REC FAC	ELECTRICITY	(13,000)	(5,000)	(18,000)
100-53-6124-1600	REC FAC	SMALL EQUIPMENT	(6,000)	(7,000)	(13,000)
100-53-6210-1100	REC ADM	SALARIES & WAGES	(31,070)	(5,000)	(36,070)
100-54-6210-2100	REC ADM	CAPITAL OUTLAY- EQUIPMENT	-	(21,000)	(21,000)
100-51-6220-1100	PARK	SALARIES & WAGES	(45,447)	(9,000)	(54,447)
100-54-6220-2100	PARK	CAPITAL OUTLAY- EQUIPMENT	-	(7,000)	(7,000)
100-51-7400-1100	ZONING	SALARIES & WAGES	(27,000)	(5,000)	(32,000)
100-52-7400-3900	ZONING	CONTRACTED SERVICES	(12,300)	(8,000)	(20,300)
10-52-7550-2310	DWNTWN	RENTAL OF LAND & BLDGS	(7,700)	(13,000)	(20,700)
100-53-7550-1103	DWNTWN	MATERIALS & SUP- CHRISTMAS	-	(15,000)	(15,000)
			<u>\$</u>	<u>-</u>	
<b>HOTEL MOTEL FUND</b>					
275-52-7565-2201	FACILITIES	MAINT. BLDG & GROUNDS	-	(7,000)	(7,000)
275-53-7550-1600	DWNTWN	SMALL EQUIPMENT	-	(1,000)	(1,000)
275-57-7550-9010	DWNTWN	ADDITIONS TO RESERVE	(108,000)	8,000	(100,000)



# Blue Ridge, Georgia

## Live. Work. Play.

### BUDGET AMENDMENT #3 2018

<u>DEPARTMENT/ACCOUNT DESCRIPTION</u>	<u>BUDGET</u>	<u>AMENDMENT</u>	<u>ADJUSTED BUDGET</u>
<b>MULTIPLE GRANT FUND</b>			
340-39-0000-1200 TRANSF TRANSFERS IN- GEN FUND	-	23,000	23,000
340-52-7565-1202 FACILITIES ENGINEERING	-	(23,000)	(23,000)

ADOPTED AT REGULAR COUNCIL MEETING

Kelsey Ledford  
CITY CLERK

06.11.2019  
DATE

Street Name	Current Speed Limit	Recommended Speed Limit
Ada Street from Mountain to City Limit sign	30	20
Board Town Road	25	20
Church Street	25	20
Cook Street	25	20
Davis Street	25	20
Depot Street	25	20
Old 76 from City Limit to Green Street. School Zone add flashing light 20mph.	45	35
Old 76 from Green Street to Orvin Lance Connector	35	30
East Main Street from Old 76 (Lynn Kemp) to McKinney Street	35	25
East Main Street from McKinney Street to Church Street	20	10
East Main Street from Church Street to Mountain Street	5	5
East Main Street from Mountain Street to Old 76	30	20
East Second Street from East First Street to Church Street	30	25
Industrial Blvd. from East First Street to Ouida Street (City Limit)	35	30

East Highland Street	25	20
Haight Street	25	20
Jones Street	25	20
Josh Hall Road	25	20
Orvin lance Drive	25	20
McKinney Street	25	20
Messer Street	25	20
Milam Street	25	20
Mountain Hideway Trail	25	20
Mountain Street	25	20
Mountain Tops Street	25	20
Mountain Tops Circle	25	20
Mountain Tops Road	25	20
Old 76 from Orvin Lane Connector to Marina	25	30
Orchard Blvd.	25	20
Orvin Lance Connector	25	20
Ouida Street	25	20
Porter Road	25	20
Ridge Street	25	20
River Street	25	20
Roberts Way	25	15 <del>20</del>
Scenic Drive	25	20
Sierra Lane	25	20
State Street	25	20
Summit Street	25	20
Trackside Lane	25	20
Waldroup Lane	25	20
West First Street from McKinney Street to Depot Street	35	25
West First Street from Depot Street to Hwy 515	35	30
West Second Street		

West Fain Street			
West Highland Street	25		20
West Main Street from McKinney Street to Mountain Street	30		20
Willa Street	25		20
Wilson Street	25		20
Windy Ridge Road	25		20
Hwy 515 / US 76 from Bridge to Bridge (City Limit to City Limit)	55		45







10425 Old Atlanta Hwy.  
Covington, GA 30014

Phone: (678) 712-6780  
Fax: (678) 712-6782

		<b>E-Mail:</b> brsewer@etcmail.com	
<b>To:</b> James Weaver		<b>From:</b> Karyn Yochum	
<b>Company:</b> City of Blue Ridge		<b>Phone:</b> 706-633-9489	
<b>Location:</b>		<b>Total Pages Including This Page:</b> 2	

**Subject: QUOTATION Pricing & Availability of Parts**  
**S/N:** 28-00237  
**LOCATION:** Blue Ridge, Georgia  
**QUOTE:** Ky-2019-05-14-2 Blue Ridge

This is only a **QUOTE**, please call, fax, or e-mail us when you are ready to place your order.

Below you will find the part numbers, pricing and availability of the parts you requested. *Unless otherwise stated, installation costs are not included.* Please contact us when you are ready to order or sign below and fax this back to S&L Georgia at (678) 712-6782. Orders under 2,000 do not need to be signed. **Orders over \$2,000 need to be reviewed Via our Order Acknowledgement we send to you. Please be sure to sign the Order Acknowledgement and fax/email it back so we can place your order. If changes are required please contact us.**

QTY	P/N	DESCRIPTION	UNIT PRICE	COST	SHIPMENT
2	87C383-300	FRONTHEAD 4" SUCTION AQUAMARINE	\$2,172.75	\$4345.50	4-6 WEEKS
2	60D240-300	VOLUTE SPCL 4" FLFC DISCH W/O EARS (UPPER)	\$2,912.00	\$5824.00	10-12 WEEKS
2	60D249-300	VOLUTE 4" FLFC DISCH W/O EARS (LOWER)	\$3,049.30	\$6098.60	4-6 WEEKS
8	60A28	VOLUTE GASKET	\$39.14	\$313.12	IN STOCK
6	11L1A	FLANGE GASKET 4"	\$8.47	\$50.82	IN STOCK
<b>TOTAL</b>				<b>\$16,632.04</b>	

**FREIGHT:** F.O.B. ORIGIN (Freight Prepaid & Added separately)  
**DELIVERY:** Shipment Upon Receipt of PO or Credit Card #  
**RESTOCKING FEES:** **There will be a 15% restocking fee assessed on any approved returns, we will issue an RMA for approved returns.**  
**CANCELLATION:** **Orders cancelled after 36 hours will have a 10% cancellation fee assessed.**  
**WARRANTY:** Warranty Period for Replacement Parts is 90 Days  
**TIME FRAME:** **Quote is good for 30 days.**  
**PAYMENT:** 100% prior to shipment via check/credit card, OR, with continuing credit approval, 100% the earlier of net 30 days from date of shipment or at time of start up (if S&L start up is included in our quote).  
**Smith & Loveless'** quotation and standard terms and conditions applies to this order and no terms set forth in buyers purchase order, acknowledgment letter or verbal communication shall control unless approved in writing by the S&L Contract Department. In the event of any inconsistency between S&L's terms and conditions and buyers purchase order, S&L's terms and conditions shall govern.

**Smith & Loveless** → **accepts purchase orders, MasterCard, or Visa when ordering.** You may fax your order to us at **(678) 712-6782** or call us at **(678) 712-6780**. Thank you for contacting **Smith & Loveless** → regarding your parts request. We look forward to talking with you soon.

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016.

**BUYER**

By: \_\_\_\_\_  
Authorized Signature

Shipping Address: \_\_\_\_\_  
Address  
 \_\_\_\_\_  
Address

Agreed to this \_\_\_\_ day of \_\_\_\_\_, 2016 at Lenexa, KS.

**SMITH & LOVELESS, INC.**

By: \_\_\_\_\_  
Authorized Signature

**Is this purchase tax exempt?**  Yes  No

If **YES**, attach Sales Tax Exemption Certificate. Failure to provide tax exempt certificate prior to shipment will result in Buyer being responsible for all applicable taxes.

**BID TABULATION**  
**CS 562/WEST MAIN ST FROM CS 571/DEPOT ST TO CS 592/MOUNTAIN ST**  
**BLUE RIDGE, GEORGIA**

RECEIVED BY: CITY OF BLUE RIDGE, GEORGIA  
 AT CITY HALL  
 2:00 PM, LOCAL TIME, MAY 2, 2019

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	TRAFFIC CONTROL	1	LS	\$15,000.00	\$15,000.00	\$67,859.00	\$67,859.00	\$16,000.00	\$16,000.00
2	TEMPORARY GRASSING	0.6	AC	\$9,500.00	\$5,700.00	\$1.00	\$0.60	\$3,000.00	\$1,800.00
3	MULCH	9	TN	\$450.00	\$4,050.00	\$543.28	\$4,889.52	\$200.00	\$1,800.00
4	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	6	EA	\$850.00	\$5,100.00	\$499.00	\$2,994.00	\$450.00	\$2,700.00
5	MAINTENANCE OF TEMPORARY SILT FENCE, TYPE A	550	LF	\$2.00	\$1,100.00	\$1.91	\$1,050.50	\$4.50	\$2,475.00
6	MAINTENANCE OF INLET SEDIMENT TRAP	6	EA	\$415.00	\$2,490.00	\$124.75	\$748.50	\$200.00	\$1,200.00
7	TEMPORARY SILT FENCE, TYPE A	1100	LF	\$7.00	\$7,700.00	\$4.00	\$4,400.00	\$6.00	\$6,600.00
8	GRADING COMPLETE -	1	LS	\$31,500.00	\$31,500.00	\$59,388.87	\$69,388.87	\$92,600.00	\$92,600.00
9	GR ARR G BASE CRS, INCL MATL	47	TN	\$52.00	\$2,444.00	\$68.25	\$3,207.75	\$56.00	\$2,632.00
10	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY	345	TN	\$184.00	\$63,480.00	\$142.53	\$49,172.85	\$156.00	\$53,820.00 *
11	MILL ASPH CONC PVMT, VARIABLE DEPTH	4152	SY	\$7.00	\$29,064.00	\$9.37	\$38,904.24	\$5.00	\$20,760.00
12	DRIVEWAY CONCRETE, 6 IN TK	8	SY	\$350.00	\$2,800.00	\$143.42	\$1,147.36	\$92.00	\$736.00
13	DRIVEWAY CONCRETE, 8 IN TK	7	SY	\$375.00	\$2,625.00	\$175.99	\$1,231.93	\$81.00	\$567.00
14	CONC SIDEWALK, 4 IN	1310	SY	\$85.00	\$111,350.00	\$53.00	\$69,430.00	\$52.00	\$68,120.00
15	CONC SIDEWALK, 6 IN	80	SY	\$90.00	\$7,200.00	\$75.00	\$6,000.00	\$67.00	\$5,360.00
16	CONC VALLEY GUTTER, 6 IN	50	SY	\$120.00	\$6,000.00	\$105.09	\$5,254.50	\$79.00	\$3,950.00
17	CONC VALLEY GUTTER, 8 IN	59	SY	\$150.00	\$8,850.00	\$119.24	\$7,035.16	\$90.00	\$5,310.00
18	CONC SPILLWAY, TP 3	1	EA	\$85.00	\$85.00	\$3,791.43	\$3,791.43	\$2,000.00	\$2,000.00
19	CONC HEADER CURB	1356	LF	\$18.00	\$24,408.00	\$34.79	\$47,175.24	\$51.00	\$69,156.00
20	CONC CURB & GUTTER, 6 IN X 24 IN, TP 2	1484	LF	\$24.00	\$35,616.00	\$28.09	\$41,685.56	\$38.00	\$56,392.00
21	REM HIGHWAY SIGN, STD	5	EA	\$135.00	\$675.00	\$116.99	\$584.95	\$200.00	\$1,000.00
22	RESET HIGHWAY SIGN	3	EA	\$85.00	\$255.00	\$111.42	\$334.26	\$260.00	\$780.00
23	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9	26	SF	\$12.00	\$312.00	\$13.30	\$345.80	\$41.00	\$1,066.00
24	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	42	SF	\$15.00	\$630.00	\$14.71	\$617.82	\$41.00	\$1,722.00
25	GALV STEEL POSTS, TP 7	183	LF	\$80.00	\$14,640.00	\$5.21	\$953.43	\$36.00	\$6,588.00
26	ORNAMENTAL FENCE	927	LF	\$22.00	\$20,394.00	\$85.00	\$78,795.00	\$41.00	\$38,007.00
27	THERMOPLASTIC PVMT MARKING, HANDICAP SYMBOL	2	EA	\$185.00	\$370.00	\$306.39	\$612.78	\$100.00	\$200.00
28	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	2358	LF	\$3.00	\$7,074.00	\$3.68	\$8,677.44	\$2.00	\$4,716.00
29	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	2362	LF	\$3.00	\$7,086.00	\$1.84	\$4,346.08	\$2.00	\$4,724.00
30	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	52	LF	\$6.00	\$312.00	\$7.97	\$414.44	\$10.00	\$520.00
31	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	612	LF	\$4.00	\$2,448.00	\$3.06	\$1,872.72	\$4.00	\$2,448.00
32	THERMOPLASTIC TRAF STRIPING, WHITE	9	SY	\$32.00	\$288.00	\$6.13	\$55.17	\$50.00	\$450.00
33	REMOVE EXISTING TRAFFIC STRIPING	77	LF	\$15.00	\$1,155.00 *	\$1.84	\$141.68	\$5.00	\$385.00
34	SPECIAL DESIGN CATCH BASIN, GP 1	1	EA	\$8,500.00	\$8,500.00	\$7,163.87	\$7,163.87	\$2,100.00	\$2,100.00
35	DROP INLET, GP 1	2	EA	\$6,500.00	\$13,000.00	\$2,218.82	\$4,437.64	\$3,100.00	\$6,200.00
36	TRENCH DRAIN, 6 IN	1	EA	\$415.00	\$415.00	\$1,496.99	\$1,496.99	\$1,570.00	\$1,570.00
37	SOD	630	SY	\$7.00	\$4,410.00	\$10.87	\$6,848.10	\$21.00	\$13,230.00
38	Acer buergerianum	2	EA	\$25.00	\$50.00	\$950.74	\$1,901.48	\$1,680.00	\$3,360.00

**BID TABULATION**  
**CS 562/WEST MAIN ST FROM CS 571/DEPOT ST TO CS 592/MOUNTAIN ST**  
**BLUE RIDGE, GEORGIA**

RECEIVED BY: CITY OF BLUE RIDGE, GEORGIA  
 AT CITY HALL  
 2:00 PM, LOCAL TIME, MAY 2, 2019

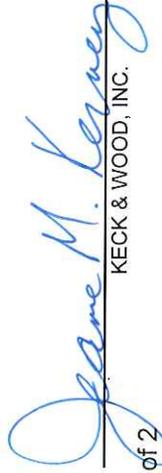
ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3	
				PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
39	Cercis canadensis 'Forest Pansy'	3	EA	\$15.00	\$45.00	\$509.32	\$1,527.96	\$700.00	\$2,100.00
40	Lagerstromia faurei 'Sioux'	17	EA	\$250.00	\$4,250.00	\$271.64	\$4,617.88	\$620.00	\$10,540.00
41	Ilex vomitoria 'Nana'	67	EA	\$5.00	\$335.00	\$39.39	\$2,639.13	\$30.00	\$2,010.00
42	Ceanothus americanus	12	EA	\$5.00	\$60.00	\$58.40	\$700.80	\$39.00	\$468.00
43	Liriope muscan 'Okina'	458	EA	\$5.00	\$2,290.00	\$6.79	\$3,109.82	\$19.00	\$8,702.00 *
44	Liriope muscan 'Silvery Sunproof'	315	EA	\$5.00	\$1,575.00	\$6.79	\$2,138.85	\$20.00	\$6,300.00
45	Rudbeckia fulgida 'Goldstrum'	48	EA	\$5.00	\$240.00	\$19.01	\$912.48	\$20.00	\$960.00
46	Hemerocallis 'Little Business'	188	EA	\$5.00	\$940.00	\$19.01	\$3,573.88	\$25.00	\$4,700.00
47	landscape sod - Bermuda	812	SF	\$5.00	\$4,060.00	\$1.70	\$1,380.40	\$2.40	\$1,948.80
48	landscape mulch - Double Hammered Hardwood	1400	SF	\$8.00	\$11,200.00	\$1.56	\$2,184.00	\$4.00	\$5,600.00
49	TREE GRATES	16	EA	\$250.00	\$4,000.00	\$281.30	\$4,500.80	\$900.00	\$14,400.00
50	TRASH RECEPTACLE	3	EA	\$500.00	\$1,500.00	\$333.95	\$1,001.85	\$2,980.00	\$8,940.00
51	BENCH	4	EA	\$1,500.00	\$6,000.00	\$750.12	\$3,000.48	\$3,800.00	\$15,200.00
<b>TOTAL BID AMOUNT</b>					<b>\$485,071.00</b>		<b>\$576,254.99</b>		<b>\$584,912.80</b>
BID BOND				10%			5%		
NOTE REFERENCE				(3) (4)			(1) (2) (3) (4)		(1) (2) (3) (4)

**NOTES:**

\* DENOTES CORRECTED VALUE

- (1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/18).
- (2) BIDDER IS A REGISTERED SUBCONTRACTOR OR PRE-QUALIFIED WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION. (MUST BE LISTED FOR TE PROJECTS)
- (3) BIDDER SUBMITTED THE SIGNED FEDERAL-AID CERTIFICATION FORM
- (4) BIDDER SUBMITTED THE DBE GOALS FORM

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

  
 JAMES M. KERNEY  
 KECK & WOOD, INC.  
 DATE 5/9/2019

# CONTRACT CHANGE ORDER

<b>CONTRACT:</b> Trakside Lane Sanitary Sewer LS Replacement	<b>PROJECT NO:</b> B7970.012(Bk)
<b>OWNER:</b> City of Blue Ridge	<b>ORDER NO:</b> 2
<b>CONTRACTOR:</b> Mullins Utility & Contracting, LLC	<b>DATE:</b> May 10, 2019
	<b>STATE:</b> Georgia
	<b>COUNTY:</b> Fannin

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
Undisclosed Supplemental Work Allowance	\$24,250.00	
Automated Wastewater Grinder		\$36,500.00
TOTALS	\$24,250.00	\$36,500.00
NET CHANGE IN CONTRACT PRICE		\$12,250.00

**Justification:**

The City has decided to proceed with the automated grinder using the Contractor's revised quote. Most of the expense will be covered by the money set aside under the supplemental work allowance/ The difference will be reconciled with a contract adjustment.

The amount of the contract will increase by Twelve Thousand, Two Hundred Fifty and 00/100 Dollars \$12,250.00.

The contract total including this and previous change orders will increase to Four Hundred and One Thousand, Three and 71/100 Dollars \$401,003.71.

The contract period provided for completion will increase by 0 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

**Requested:**

\_\_\_\_\_  
Mullins Utility & Contracting, LLC

\_\_\_\_\_  
(Date)

**Recommended:**

  
\_\_\_\_\_  
Carter & Sloope, Inc.

5/10/19  
\_\_\_\_\_  
(Date)

**Accepted:**

\_\_\_\_\_  
City of Blue Ridge

\_\_\_\_\_  
(Date)



Remit To: Harris Computer Systems  
 PO BOX 74008484  
 Chicago, IL 60674-8484

Invoice **LGMN0000005565**  
 Date **25-May-2019**  
 Page **1 of 1**

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

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

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

Ordered	Item Number	Description	Unit Price	Ext Price
1.00	CSI-HLG MAINT SF	Accounts Payable: August 2019 to July 2020	US\$2,373.86	US\$2,373.86
1.00	CSI-HLG MAINT SF	Budget Preparation: August 2019 to July 2020	US\$2,005.62	US\$2,005.62
1.00	CSI-HLG MAINT SF	Check Reconciliation: August 2019 to July 2020	US\$666.52	US\$666.52
1.00	CSI-HLG MAINT SF	Fund Ledger: August 2019 to July 2020	US\$3,210.81	US\$3,210.81
1.00	CSI-HLG MAINT SF	System Manager: August 2019 to July 2020	US\$1,004.34	US\$1,004.34
1.00	CSI-HLG MAINT SF	Occupational Tax: August 2019 to July 2020	US\$1,597.81	US\$1,597.81
1.00	CSI-HLG MAINT SF	Cash Collections: August 2019 to July 2020	US\$1,202.16	US\$1,202.16
1.00	CSI-HLG MAINT SF	Tax Manager: August 2019 to July 2020	US\$2,191.25	US\$2,191.25
1.00	CSI-HLG MAINT SF	Annual Tax Update: August 2019 to July 2020	US\$1,623.14	US\$1,623.14
1.00	CSI-HLG MAINT SF	Utility Billing: August 2019 to July 2020	US\$4,625.97	US\$4,625.97
1.00	CSI-HLG MAINT SF	Itron Utility Handheld Interface: August 2019 to July 2020	US\$973.89	US\$973.89
1.00	CSI-HLG MAINT SF	Utility Billing Work Orders: August 2019 to July 2020	US\$973.89	US\$973.89
1.00	CSI-HLG MAINT SF	Application Delivery Software Support: August 2019 to July 2020	US\$3,685.20	US\$3,685.20
1.00	CSI-HLG TPM SF	DeliveryPoint Application License 1 Year Maint: August 2019 to July 2020	US\$701.20	US\$701.20
1.00	CSI-HLG MAINT SF	SmartQuery: August 2019 to July 2020	US\$307.70	US\$307.70
1.00	CSI-HLG MAINT SF	Construction Permits: August 2019 to July 2020	US\$834.69	US\$834.69
1.00	CSI-HLG SAAS SF	MYGOVHUB Online Utility Payments Annual Subscription: August 2019 to July 2020	US\$2,150.96	US\$2,150.96
1.00	CSI-HLG TPM SF	Basic Gemini Data Backup & Recovery included: August 2019 to July 2020	US\$0.00	US\$0.00

Please note we do require 90-day written notice in order to cancel modules without a penalty fee.  Invoice Questions? Please call Brenda Leishman, 1-888-847-7747 ext 2619 or e-mail BLeishman@harriscomputer.com	Subtotal	US\$30,129.01
	Misc	US\$0.00
	Tax	US\$0.00
	Freight	US\$0.00
	Trade Discount	US\$0.00
	<b>Total</b>	<b>US\$30,129.01</b>

**From:** [James Balli](#)  
**To:** [Donna Whitener](#); [Rhonda Haight](#); [Kenneth Gaddis](#); [Robbie Cornelius](#); [Nathan Fitts](#); [Harold Herndon](#)  
**Cc:** [Kelsey Ledford](#); [Jeff Stewart](#); [Johnny Searce](#)  
**Subject:** Blighted Property Ordinance  
**Date:** Wednesday, June 5, 2019 1:26:20 PM  
**Attachments:** [CurrentNuisance.pdf](#)  
[41-2-9 Adoption of ordinances to enforce provisions procedure to enforce.pdf](#)  
[DraftOrdinance.docx](#)

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All, I have had some questions regarding the proposed Blighted Property Ordinance that went through a first reading and remains a first draft subject to change. As you know, as with any proposed law change, the first draft is a rough draft and often changes throughout the process before the final reading or before the effective date. (See STR Ordinance). This is a draft of an ordinance to address public safety and blight issues and **is required by the State of Georgia** before enforcement. Due to incorrect facts, assumptions and rumor set forth in Mr. Eaton's recent statements (for which he resigned) and elsewhere, I wanted to make sure everyone was aware of the actual facts (Kelsey please forward this to all Planning Commissioners and remaining BZA members).

**Fiction/Rumor:** This is a power grab to help developers and would allow arbitrary decisions abusing citizens' rights=FALSE,

**TRUTH:** The current Blue Ridge Ordinance is outdated, completely open to interpretation which encourages selective enforcement, and would allow the Mayor and Council to **"summarily and without notice" order an abatement** of a nuisance property. If notice was provided, the only hearing is in front of the Mayor and Council, no Court, no warrant. If a citizen disobeyed the Council order, **they are subject to arrest**. (See attached).

**PROPOSED:** Sets forth detailed procedures which provide for notice and states **"the enforcement official shall not enter...without first having obtained the consent of the owner or person in possession."** (Line 155-161 to Draft Ordinance attached). If the person refuses permission, the code enforcement **official has to go to the municipal court and convince a judge why the problem would justify an inspection warrant**. If a judge says no, the matter is over under the Ordinance. If an inspection warrant [NOT an

arrest warrant as is current law] is issued, then it would be used as every other type of warrant in the United States and is subject to the same restrictions and protections contained within the Constitution. If the matter goes further, the person is entitled to a full hearing in front of a judge and can raise any issues and reasons for the condition then, if not happy with the outcome, he or she may appeal to Superior Court. During this time, no action will be taken against the property.

The Proposed Ordinance also uses specific definitions of words [as opposed to just letting a government official determine what he or she thinks it means thus protecting the citizen) and describes what it is supposed to address “is occupied and used repeatedly for the commission of illegal activities...is vacant and being used in connection with the commission of drug crimes; or constitutes an endangerment to the public health or safety as a result of unsanitary or unsafe conditions” (Lines 229-231). This is not an Ordinance designed to make people mow grass or keep their house looking like a country club, instead it specifically states property is not considered in violation if it simply looks bad, is old or isn’t properly painted and says “Property shall not be deemed blighted solely because of esthetic conditions” (Line 504) and “Property which may be deemed esthetically substandard or deteriorating shall not meet the definition of a public nuisance unless the overall condition or use of the property results in impaired health, safety, transmission of disease, infant mortality, or crime (Line 139-142).

Moreover, there are express provisions that allow the Mayor and Council to reach agreements with landowners who want to comply but do not have the funds one example in where the ordinance says “the governing authority may waive and release any such lien imposed on property upon the owner of such property entering into a contract with the municipality agreeing to a timetable for rehabilitation of the real property or the dwelling, building, or structure on the property and

demonstrating the financial means [or lack thereof] to accomplish such rehabilitation. (Lines 332-336).

Fiction: There are already State laws regarding nuisance to use or we can use our existing ordinance=FALSE

TRUTH: OCGA 41-2-9 (attached) sets forth certain minimum safeguards that must be enacted by a City and DOES NOT ALLOW ENFORCEMENT until a City has adopted the procedural safeguards set forth in the State statute. Therefore, the length of the proposed Ordinance is in large part due to State law which requires the lengthy provisions to ensure protection of the Constitutional rights of citizens.

In conclusion, this issue proves the Winston Churchill saying that “a lie or rumor will get half-way around the world before the truth can even get its’ pants on.” Specifically, this proposed Ordinance actually removes far-reaching and discretionary power from the Mayor and Council in this area of law, removes the ability for someone to be arrested for non-compliance, enacts procedural safeguards required by the State to protect citizens, allows citizens of modest means an ability to negotiate time to remedy an issue and only focuses on public safety threats while expressly prohibiting selective enforcement because someone doesn’t like the way someone else’s property looks. I am sorry that so much rumor and conjecture was placed into social media and in statements to the newspaper, if Mr. Eaton or anyone else on the Planning Commission or BZA or any other person had simply called me, I could have provided the answers contained herein. Thank you.



James A. Balli, Partner  
Sams, Larkin, Huff & Balli, LLP  
376 Powder Springs Street  
Suite 100  
Marietta, GA 30064  
(770) 422-7016 (office)  
(770) 425-9512 (fax)  
jballi@slhb-law.com

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