

City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
January 14, 2020 at 5:00 p.m.

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

1) Call Meeting to Order:

Mayor Donna Whitener called the meeting to order.

2) Prayer and Pledge of Allegiance:

Council Member Robbie Cornelius 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 November 12, 2019 Council Meeting Minutes (Includes Executive Session Minutes). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.
- b) Council Member Nathan Fitts made a motion to approve the December 20, 2019 Special Called Council Meeting Minutes. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

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

Council Member Rhonda Haight made a motion to amend the agenda by removing agenda items, “Bob Borgwat—Blue Ridge Trout Festival”, “GDOT Hwy 5 MOU”, and “Adoption of the Watershed Protection Plan” and moving them to the February Council Meeting agenda. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

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

- 5) Hope Killingsworth-Johnson—Crosswalks Across Railroad Tracks at Messer Street:
Greg and Hope Killingsworth proposed the City add two crosswalks from East Main Street to West Main Street (across the railroad tracks). The Killingsworth's submitted a drawing of their proposal and it is attached for record. City Attorney James Balli suggested that the Killingsworth's seek approval from the railroad first.
- 6)
- 7)
- 8)
- 9) Monthly Downtown Development Authority & Blue Ridge Business Association Update:
Cesar Martinez discussed the BRBA planning meeting, Fire and Ice event, Gene Holcombe's resignation from the DDA, the 2020 DDA officer appointments and the upcoming DDA Meeting on February 3rd.

Second Public Hearing for Rezoning and Special Land Use Permit Requests:

- 10) Rezoning Request: Green Rocks, LLC (Mike Galinski), 51 Ada Street, Proposed CBD (Central Business District) from C-2 (General Commercial District):
Mayor Donna Whitener announced the request and opened the public hearing.
 - a) Allow Applicant 10-Minutes to Present His or Her Case:
Representative, Matthew Cole spoke on behalf of Green Rocks, LLC. He announced that the current state of the property is that it is vacant and that the LLC has an agreement with Executive Parking Solutions to offer parking downtown until the property could be developed.
 - b) Allow Opposing Parties 10-Minutes Collectively to Present His or Her Case:
There were none. City Attorney James Balli closed the public hearing.
 - c) Planning Commission Recommendation from First Public Hearing on December 3, 2019:
Zoning, Land Development and Project Manager Jeff Stewart gave the Planning Commission's recommendation including conditions (attached). Council Member Nathan Fitts made a motion to approve based upon the recommendation and conditions of the Planning Commission and with City Attorney approval. Council Member Nathan Fitts then amended his motion as follows: to approve the rezoning with the condition that the final site plan must come back before the City Council for final approval and to address any needed project or system improvements. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-1 with Council Member Harold Herndon opposed. Motion carried.

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

11) GEFA Loan No. DW2016036 Modification Resolution:

Council Member Rhonda Haight made a motion to approve the resolution for GEFA Loan No. DW2016036 Modification (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

12) GEFA Loan No. DW2017017 Modification Resolution:

Council Member Nathan Fitts made a motion to approve the resolution for GEFA Loan No. DW2017017 Modification (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

13) Carter & Sloope Task Release No. 22:

Matt Smith with Carter & Sloope was present to discuss the proposed Task Release No. 22. He informed the Council that there were five (5) million dollars' worth of improvements to be done at the Wastewater Treatment Plant. However, only two (2) million dollars' worth were a priority according to Utility Director Rebecca Harkins and Wastewater Treatment Plant Supervisor James Weaver. The proposed task release only covers engineering for the (2) million. He continued to state that the City would apply for funding assistance through the GEFA SRT program which would give a maximum of \$750,000 principal forgiveness. He stated that the City would need to submit their paperwork by March 2020 to be considered at GEFA's May 2020 meeting. He informed the Council that after testing was done in 2019, they discovered that metals are not an issue but that the temperature of the water being released from the plant is a concern. Council Member Rhonda Haight made a motion to approve Carter & Sloope's Task Release No. 22 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

14) Reve Solutions, Inc. Agreement:

Carlos Talbott with Reve Solutions, Inc. was present to present their agreement to provide services at the Wastewater Treatment Plant. Zoning, Land Development and Project Manager Jeff Stewart explained that by allowing Reve Solutions, Inc. to set up a sludge dewatering system, the City would be able to accept third party sewage as an income source. He continued to explain that the company could also assist in cases of emergencies should the City ever need their help. Council Member Rhonda Haight made a motion to approve the final agreement (attached) once approved by City Attorney James Balli. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

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15) Authorize Additional Check Signer:

Council Member Nathan Fitts made a motion to add Jeff Stewart as an additional signer on the City's accounts at United Community Bank. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

16) Retaining Walls:

The Mayor and Council were presented two quotes (attached) for retaining wall repair/replacement in two locations. One quote was for plain concrete and the other for stamped concrete. The quotes include labor, City employees will only be required to remove existing walls that are not repairable. Zoning, Land Development and Project Manager Jeff Stewart provided information and quotes for wall 3 and wall 4 in his total list of walls to be repaired/replaced. Council Member Nathan Fitts made a motion to approve the quote from Jim Mashburn for plain concrete. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

Purchasing Approvals:

17) Handrails:

Council Member Rhonda Haight made a motion to approve the quote from Mike Holloway in the amount of \$10,528.80 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

18) Holloway Trenching, LLC Estimate No. 218:

Council Member Rhonda Haight made a motion to approve the estimate from Holloway Trenching in the amount of \$10,800.00 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

19) Yancey CAT Estimate No. 78520-1:

Council Member Nathan Fitts made a motion to approve Estimate No. 78520-1 from Yancey in the amount of \$7,217.95 (attached), that was done as an emergency purchase according to the City's Purchasing Policy. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Motion carried.

20) Oliver Electric P.O. No. 28765:

Council Member Rhonda Haight made a motion to approve P.O. No. 28765 for Oliver Electric in the amount of \$7,885.00 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

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Discussion Agenda Items (Items for discussion only):

21) Announcement of Town Hall Meetings for Parking:

Mayor Donna Whitener announced that the City would be holding two Town Hall Meetings at City Hall on February 5th at 9:00 a.m. and 5:00 p.m. for the purpose of discussing parking in Blue Ridge.

22) Executive Session (if needed)—Personnel and Land Sale/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 matters. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

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

Council Member Rhonda Haight made a motion to adopt the Police Department Pay scale dated January 14, 2020 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

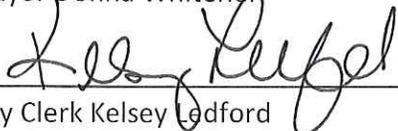
Council Member Rhonda Haight made a motion to approve a 2% cost of living raise for all employees, effective this pay period. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried.

23) Adjournment:

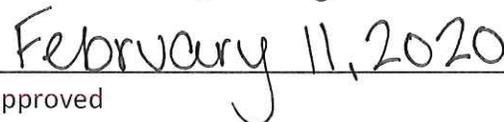
Council Member Nathan Fitts made a motion to adjourn the meeting. The motion was seconded by Council Member Rhonda Haight. The Council voted 4-0. Meeting adjourned.



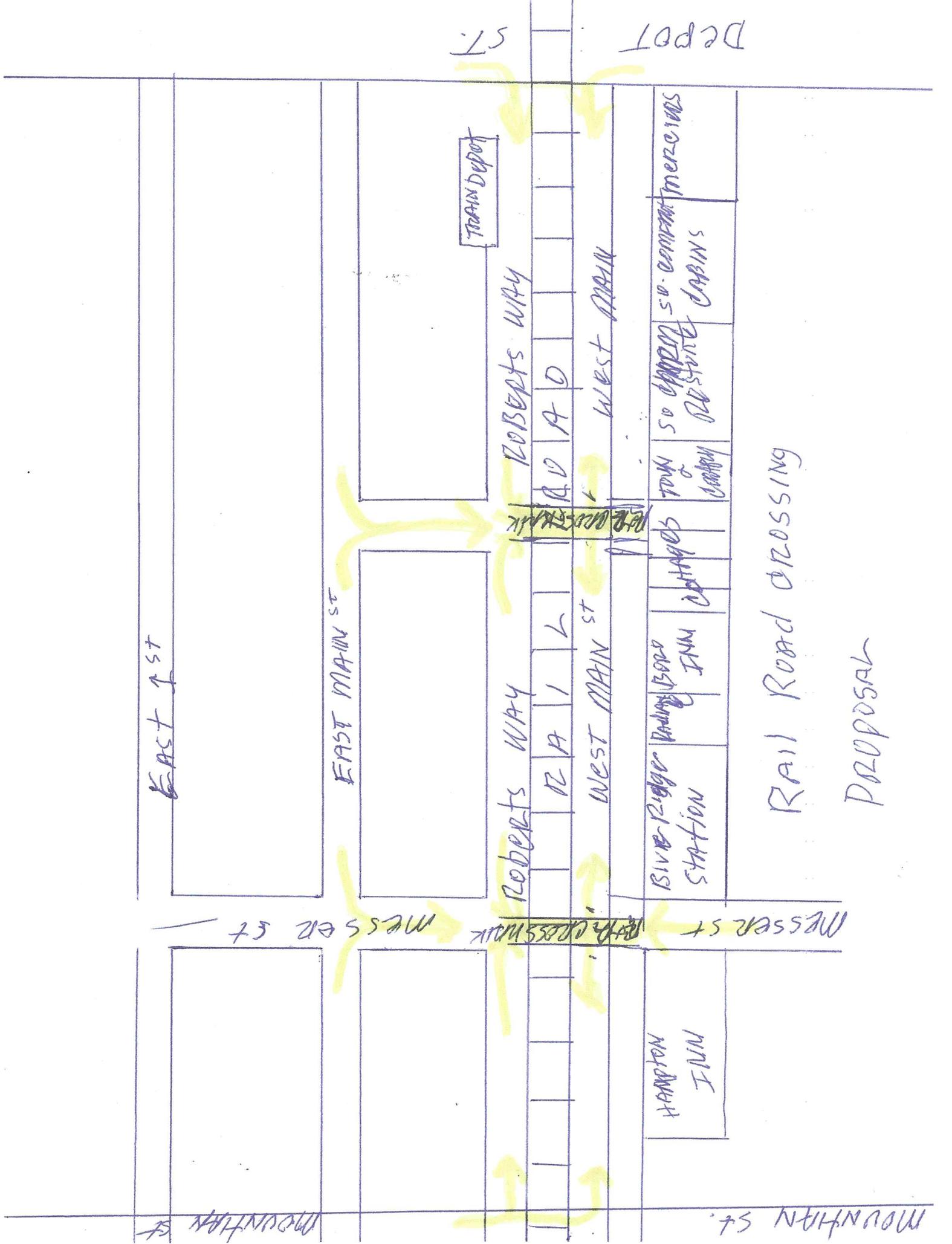
Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved



Rail Road Crossing

Proposal

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 December 3, 2019. The purpose of the hearing was to consider the request of Green Rocks, LLC to rezone tracts of land from C-2 (General Commercial District) to CBD (Central Business District). The property is located off Ada Street

The property map and parcel numbers of the subject properties are BR01 087, BR01 087A, BR01 088, and BR01 088A which contain a total of +-1.01 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 C-2 to CBD.

The request is recommended with the following conditions:

- 1) Prior to issuance of any permits or upgrades the applicant must bring them before the Council for approval
- 2) Any upgrades to the water/sewer, road or sidewalk must be at the applicant's expense

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

Kelsey Ledford
Secretary for the Planning Commission
The City of Blue Ridge

PLANNING COMMISSION ACTION December 3, 2019 .

ADVERTISED November 13, 2019 .

PASSED January 14, 2020 .

A ZONING ORDINANCE/ACTION NO. BR2020-01 .

A ZONING ORDINANCE/ACTION AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING MULTIPLE TRACTS OR PARCELS OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCELS BR01 087, BR01 087A, BR01 088, BR01 088A OWNED BY GREEN ROCKS, LLC AND BEING A TOTAL OF APPROXIMATELY 1.01 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 ZONING ORDINANCE (“PROPERTY”), AND REZONING THE PROPERTY FROM GENERAL COMMERCIAL (“C-2”) TO CENTRAL BUSINESS DISTRICT (“CBD”), WITH CONDITIONS; REPEALING CONFLICTING ZONING ORDINANCES APPLICABLE TO THE PROPERTY; 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 WITH CONDITIONS

(a) That from and after the passage of this zoning ordinance applicable only to the Property described herein within the City of Blue Ridge shall be zoned and so designated on the zoning map of the City of Blue Ridge as CBD, CENTRAL BUSINESS DISTRICT, being that same property depicted in the attached warranty deed recorded at Deed Book 1310, Pages 246-248, Fannin County Superior Court Clerk’s Office and as shown on the also attached plat, with the following conditions:

Conditions:

Final Site Plan must come back before the City Council for final approval and to address any needed project or system improvements.

Legal Description:

The legal description of the above-referenced property, which is being rezoned from C-2 to CBD, is as follows:

All that tract and parcel of land being approximately 1.01 acres and lying and being a part of Land Lot No. 278 of the 8th District and 2nd Section within the City of Blue Ridge, Fannin County, Georgia, and more particularly described on the warranty deed and plat which is attached hereto and incorporated by reference.

SECTION 2:
REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT

Any ordinances applicable to the Property in conflict with the terms of this zoning 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 zoning action 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 zoning action/ordinance is enacted as an amendment to the zoning map of the City of Blue Ridge.

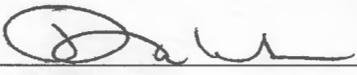
SECTION 5.
EFFECTIVE DATE

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

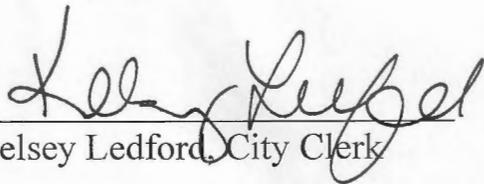
the date of its passage without a veto of said Ordinance by the Mayor as set forth in the City Charter at Section 3.23(b).

SO ORDAINED, this 14 day of January, 2020.

BLUE RIDGE CITY COUNCIL

By: 
Mayor

Attest:


Kelsey Ledford, City Clerk

Type: WD
Kind: WARRANTY DEED
Recorded: 9/9/2019 9:42:00 AM
Fee Amt: \$14.00 Page 1 of 3
Transfer Tax: \$0.00
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

Participant ID: 7178086017

BK 1310 PG 246 - 248

After recording return to:
DOSS & ASSOCIATES
ATTORNEYS AT LAW, LLC
P.O. BOX 1277
BLUE RIDGE, GEORGIA 30513
(706) 652-2083

*****Space above intended for recording purposes only*****

WARRANTY DEED

STATE OF GEORGIA,
COUNTY OF FANNIN

THIS INDENTURE, Made this the 16th day of August, 2019, between *Ada Street, LLC*, of the State of Georgia, of the first part, and *Green Rocks, LLC*, of the State of Georgia, of the second part,

WITNESSETH: That said parties of the first part, for and in consideration of the sum of TEN AND NO/100s DOLLARS (\$10.00) and Other Valuable Consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, in fee simple, the following described property:

Parcel No. 1

ALL THAT TRACT OR PARCEL OF LAND lying and being a part of Land Lot No. 278 of the 8th District and 2nd Section of Fannin County, Georgia and being located in the City of Blue Ridge, Georgia, and being described as Lot No. 19 and the north half of Lot No. 23 in the Weaver Addition to said City of Blue Ridge, Georgia.

THE ABOVE DESCRIBED PROPERTY is the same property that was conveyed from William Wade Lovine to Ada Street, LLC by Limited Warranty Deed dated July 31, 2014. Said deed is recorded in Deed Book 1099, Page 741, in the Office of the Clerk of Superior Court of Fannin County, Georgia.

Map/Parcel No. BR01 087
51 Ada Street Blue Ridge, Georgia 30513

Parcel No. 2

ALL THAT TRACT OR PARCEL OF LAND lying and being a part of Land Lot No. 278 of the 8th District and 2nd Section of Fannin County, Georgia, and containing 0.125 acre of land, more or less, as shown on that certain plat of survey prepared by Lane S. Bishop, G.R.L.S. No.

REAL ESTATE TRANSACTION
Green Rocks, LLC / Ada Street, LLC
08/16/19



1575, dated April 7, 2010 and being recorded in Plat Hanger E-231, Page 3, in the Office of the Clerk of Superior Court of Fannin County, Georgia. Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above referenced property.

THIS CONVEYANCE IS MADE SUBJECT TO the right of ingress, egress, and utility easement along existing roads to the subject property.

THIS CONVEYANCE IS MADE SUBJECT TO existing easements, restrictions, reservations and rights of way as shown on the above described property or as appearing of record.

THE ABOVE DESCRIBED PROPERTY is the same property that was conveyed from Herbert Toll and Lynne Toll to Ada Street, LLC by Limited Warranty Deed dated September 9, 2014. Said deed is recorded in Deed Book 1103, Pages 561-562, in the Office of the Clerk of Superior Court of Fannin County, Georgia.

Map/Parcel No. BR01 088
Ada Street Blue Ridge, Georgia 30513

Parcel No. 3

ALL THAT TRACT OR PARCEL OF LAND lying and being a part of Land Lot No. 278 of the 8th District and 2nd Section of Fannin County, Georgia, and containing 0.22 acre of land, more or less, as shown on that plat of survey prepared by Shelly J. Bishop, G.R.L.S. No. 2536 and being recorded in Plat Hanger C-386, Page 8, in the Office of the Clerk of Superior Court of Fannin County, Georgia. Said recorded plat is hereby made a part of this deed by reference thereto for a more complete description of the above referenced property.

THIS CONVEYANCE IS MADE SUBJECT TO the right of ingress, egress, and utility easement along existing roads to the subject property.

THIS CONVEYANCE IS MADE SUBJECT TO existing easements, restrictions, reservations and rights of way as shown on the above described property or as appearing of record.

THE ABOVE DESCRIBED PROPERTY is the same property that was conveyed from Bobby L. Dills and Shelby J. Dills to Ada Street, LLC by Limited Warranty Deed dated July 11, 2014. Said deed is recorded in Deed Book 1097, Page 730, in the Office of the Clerk of Superior Court of Fannin County, Georgia.

Map/Parcel No. BR01 087A
215 River Street Blue Ridge, Georgia 30513

Parcel No. 4

ALL THAT TRACT OR PARCEL OF LAND lying and being a part of Land Lot No. 278 of the 8th District and 2nd Section of Fannin County, Georgia and being located in the City of Blue Ridge, Georgia and being more particularly described as follows:

BEGINNING at an iron stake located on the South side of River Street, said iron stake being located in a Northeasterly direction, 174 feet from the intersection of River Street and Mountain Street, said iron stake being a common corner between the property herein conveyed and the property of Virginia K. Dyer and Dale Dyer; thence in a Southeasterly direction along and with the Dyer property line, a distance of 100 feet, more or less, to an iron stake; thence in a Northeasterly direction, a distance of 120 feet, more or less, to an iron stake; thence in a Northwesterly direction, a distance of 100 feet, more or less, to an iron stake located on the South side of River Street; thence in a Southwesterly direction along with River Street, a distance of 120 feet, more or less, to the POINT OF BEGINNING.

THIS CONVEYANCE IS MADE SUBJECT TO the right of ingress, egress, and utility easement along existing roads to the subject property.

THIS CONVEYANCE IS MADE SUBJECT TO existing easements, restrictions, reservations and rights of way as shown on the above described property or as appearing of record.

THE ABOVE DESCRIBED PROPERTY is the same property that was conveyed from Herbert Martin Toll and Lynne Morrison Toll, as Co-Trustees of the Herbert Martin Toll Living Trust U/T/A dated September 25, 2007 and Lynne Morrison Toll Living Trust U/T/A dated September 25, 2007 to Ada Street, LLC by Limited Warranty Deed dated September 9, 2014.

REAL ESTATE TRANSACTION
Green Rocks, LLC / Ada Street, LLC
08/16/19



Said deed is recorded in Deed Book 1103, Pages 563-564, in the Office of the Clerk of Superior Court of Fannin County, Georgia.
Map/Parcel No. BR01 088A
247 River Street Blue Ridge, Georgia 30513

TO HAVE AND TO HOLD the said described 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 party of the second part.

AND THE SAID party of the first part, the heirs, executors, successors and assigns or the same, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, as hereinabove provided, against the claims of all persons whomsoever.

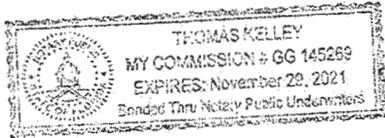
IN WITNESS WHEREOF, the said party of the first part, has hereunto set the hand and seal of the same, the day and year above written.

Signed, sealed and delivered
in our presence

Brenda Battaglia
Unofficial Witness
Thomas Kelley
Notary Public.
Commission Expires:

Ada Street, LLC

Brenda Battaglia (SEAL)
Brenda Battaglia, Member



REAL ESTATE TRANSACTION
Green Rocks, LLC / Ada Street, LLC
08/16/19

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2016036

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 14 day of January, 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$248,625.40** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **FEBRUARY 7, 2018**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **DECEMBER 12, 2017**, of the Borrower; and

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

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

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

[Signature]
(Signature of Person to Execute Documents)

Mayor
(Print Title)

[Signature]
(Signature of Person to Attest Documents)

City Clerk
(Print Title)

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

Date: January 14, 2020

[Signature]
Secretary/Clerk

(SEAL)

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2017017

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 14 day of January 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed **\$387,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **OCTOBER 24, 2018**, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **SEPTEMBER 11, 2018**, of the Borrower; and

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

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

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

Don White
(Signature of Person to Execute Documents)

Donna Whitener Mayor
(Print Title)

Kelly Kubel
(Signature of Person to Attest Documents)

City Clerk
(Print Title)

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

Date: January 14, 2020

Kelly Kubel
Secretary/Clerk

(SEAL)

Task Release

THIS 14 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:

WWTF Improvements, Phase I

A. More specifically, the project includes the proposed WWTF improvements considered to be priority based on discussions with City personnel. The list of priority work includes a new belt press and associated building, piping, electrical and site work; a new automatic bar screen; and a new decanter pump.

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 & permitting for the proposed WWTF improvements
- C. Bidding assistance
- D. Contract administration and construction review
- E. Funding assistance

2.2 Design Phase:

- A. Preliminary engineering including developing initial design alternates, parameters, and review of construction cost estimates.
- B. Engineering design and production of plans including the following components:
 - 1. Surveying of WWTF site.

2. Preparation of plan view sheets that identify locations of existing structures, utilities, piping, etc., along with the proposed WWTF improvements.
 3. Project specific notes, details, and reports to support the design of the proposed WWTF improvements as needed.
- C. Coordinate design with EPD representatives. Assist *City of Blue Ridge* in preparing applicable permits, request letters and reports as needed for project.

2.3 Bid Phase:

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

2.4. Construction Phase:

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

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

G. Provide final construction review and close-out.

2.5 Funding Assistance

A. Assist the *City of Blue Ridge* with all aspects of funding assistance through GEFA SRF program. This includes coordination of all GEFA SRF requirements from the City, engineer, and contractor including project closeout.

3. The Engineer's Representations:

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

3.2 The Engineer represents and warrants that it has become familiar with the Project site and the local conditions under which the Work, and any work of the Owner or the Owner's other contractors based upon the Work, is to be performed.

3.3 The Engineer represents and warrants that it has obtained, reviewed, and carefully examined the Owner-Supplied Information for the Project.

3.4 The Engineer represents and warrants that it shall prepare all documents and things required by this Task Release in such a manner that all such documents and things shall be complete, accurate, coordinated and adequate for purposes intended, and shall be in conformity and comply with all applicable law, codes and regulations. The Engineer represents and warrants that, in performing the Work under this Task Release, it shall comply with all terms and conditions of the Master Agreement.

4. Contract Time:

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

5. Contract Price:

Task	Description	Fee Basis
A	Preliminary Engineering/Funding Assistance	\$ 28,000.00
B	Engineering Design & Permitting	\$ 143,000.00
C	Contract Administration/Construction Review	\$ 77,000.00
E	Additional Engineering Contingency*	Noted Below
TOTAL FEE		\$ 248,000.00

*Lump Sum fee amounts listed above shall not-exceed the amounts listed without prior written authorization. Engineering design, permitting, contract administration, and construction review fees based on a total of 9% of the estimated construction cost of \$2,450,000. *Additional engineering contingency of \$20,000.00 (or +/-8%) 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 Two Hundred Forty Eight Thousand and 00/100 dollars (\$ 248,000.00) for the agreed upon scope described herein.
- 5.2 **Reimbursable Expenses:** None expected for this project.
- 5.3 **Additional Services:** Additional services will be defined as Consulting and Design Engineering on any product or process not described in the scope herein or within the attached report. Additional services may include, but not be limited to, services provided for geotechnical reports, easement and/or property surveys, wetland delineation, permitting and mitigation, and assistance with resolving warranty issues after project acceptance. Additional services will be authorized by the Owner prior to performance and will be billed at the hourly rates shown on the attached schedule and shall be inclusive of overhead and fixed fee or by invoice from Carter & Sloope's sub-consultant.

6. The Primary Contacts:

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

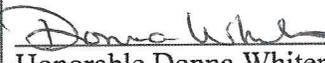
<u>Matt Smith</u>	<u>770-479-8782</u>
Name	Phone

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

Rebecca Harkins
Name

706-632-2091
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>5/13/19</u>	Date: <u>1-15</u> , 20 <u>20</u>

REVE SOLUTIONS, INC.
SEPTAGE RECEIVING SERVICES
AND SLUDGE DEWATERING AGREEMENT
FOR BLUE RIDGE, GEORGIA

This **SEPTAGE RECEIVING SERVICES AND SLUDGE DEWATERING AGREEMENT** (the "Agreement" or "Contract") is made and entered into this 23 day of January, 2020 --- by and between the **REVE SOLUTIONS, INC.** ("Reve") and the **CITY OF BLUE RIDGE, GEORGIA** ("the City"). The purpose of this Agreement is for the Reve to provide septage receiving support services to City and to perform a domestic sludge dewatering trial of the City's normal digested wastewater sludges.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Reve and City agree as follows:

1. Scope of Services

1. Reve will establish and operate a sludge dewatering system on the property of City at the City's Wastewater Treatment Plant ("WWTP"). Reve will receive and process hauled septage from septic tanks. Reve's initial treatment capacity will be for 40,000 gallons of septage per day. Reve's initial projected operational level will be 30,000 gallons per day of hauled septage. Reve will add equipment as necessary to accommodate future anticipated levels of up to 100,000 gallons per day. City, by virtue of this agreement and its terms and conditions, hereby gives Reve permission to work and install equipment on the property owned by City known as the City's Wastewater Treatment Plant
2. The duties of Reve are as follows:
 - Operate a septage receiving profit center for the City.
 - Grow the septage receiving capabilities to allow septage haulers from the region to bring septage.
 - Attempt to address the infrastructure concerns with the existing belt press by integrating the WWTP domestic sludge dewatering needs with the Reve's dewatering equipment through the use of a domestic sludge dewatering trial period. (This goal will evaluate a potential low-cost solution for maintaining the City's domestic sludge dewatering needs with little to no capital outlay.)
 - In time, work to develop brown grease receiving capabilities as another profit center for additional revenue.
- 1.3 Reve will install at its own expense all the above-ground dewatering-related equipment at the facility. Reve will install the following above-ground equipment: screen(s), pumping as needed, holding tanks, dewatering drums, polymer injection system, office trailer, plumbing, mixers, and other supporting equipment.

- 1.4 City agrees to allow Reve to utilize a portion of the existing City-owned WWTP property and said area shall be suitable for installation and operation of the Reve sludge dewatering system as designated by the City in its' sole discretion and approved by the City in advance of the equipment installation. Reve's operations will typically be conducted from 8:00 AM to 5:00 PM, Monday through Friday; however, depending on the needs of the haulers, the times and days may vary.
- 1.5 Reve will be solely responsible for receiving and managing haulers of septage at the facility, including screening the received waste for toxic or otherwise unacceptable waste constituents and keeping accurate records of the quantity and nature of the wastes and the names and addresses of the haulers.
- 1.6 Reve will be responsible for indicating on the manifests that the waste was properly disposed and will be responsible for maintaining copies of the manifests. The originals of all manifests will be given to the City monthly.
- 1.7 Reve will install a flow measuring device that will be utilized to measure and record the quantity of treated septage effluent delivered to the City's WWTP which will have the following average characteristics:
 - $BOD_5 \leq 300$ mg/L
 - Total Suspended Solids (TSS) ≤ 100 mg/L
 - 6.0-8.0 pH Standard Units

“Average characteristics” shall be defined as the total of quarterly BOD_5 and TSS values tested, divided by the number of tests. In the alternative to measuring the flow as described above, Reve and the City may use the truck volumes to form the basis for payments to Reve and billings to the haulers, whether or not the truck is actually full.

- 1.8 Reve will utilize its sludge dewatering system to dewater the digested domestic wastewater sludges, including bio solids, generated at the City WWTP. The City will be responsible for the disposal of the dewatered City wastewater sludges as well as the needed polymer. The sludges dewatered by Reve under this paragraph will be essentially normal sludges that are typically generated during domestic wastewater treatment. The City will retain and be responsible for the City's sludge holding and digestion facilities. Reve will receive and dewater the City's sludges from the City's holding tanks. The City will be responsible for delivering the City's wastewater treatment sludges to the Reve dewatering system. Reve assumes that the City's sludges requiring dewatering will be in the range of 0.6 to three percent (0.6% – 3%) suspended solids. Reve will coordinate with the City to ensure that the City's WWTP sludges are dewatered and properly disposed on a timely basis.
- 1.9 Reve shall obtain all permits, licenses and approvals required by any federal, state, or local authority in order to perform the services specified herein, and shall comply at all times during the term of this Agreement with all terms and conditions of any such permits, license or approvals and all applicable laws, rules and regulations.

12-4-2019

- 1.10 Reve will dispose of the septage solids generated by the dewatering process. All such solids will be non-hazardous, reasonably acceptable by the landfill, and will generally have a solids concentration of 20 to 50%.

2. Contract Period

- 2.1 The contract period will be for five (5) years from the original date of execution shown above which can be renewed by amending this Agreement.

3. Costs and Billing Procedures

- 3.1 It is Reve's intention to give priority to septic haulers located in the City, and second priority to the haulers located in Fannin County. Reve will initially charge \$0.10 for each gallon of septage received and processed by Reve. Reve and the City agree that this initial charge may be adjusted by Reve periodically based on market conditions and/or increased costs of providing the service, such as increased disposal costs; however, the rate charged will not be so excessive as to create a significant reduction in the volumes received and shall be approved by the City in writing before implementation. Such approval shall not be unreasonably withheld. The price charged for septage disposal will be reevaluated every two years by the parties hereto or more often as the parties hereto may agree upon from time to time.
- 3.2 Reve Solutions will be responsible for all the capital expenditures except as otherwise set forth herein, such as the water supply and the sludge transport from the City's treatment plant to the Reve dewatering system, and the City will receive a flat rate of \$0.02 per gallon of septage received. [Example: if an estimated 30,000 gal/day of septage is dewatered (five days per week) during the first year, the City would realize \$150,000].
- 3.3 Reve will provide to the City at the end of each month a list of haulers for that month including the quantities received and processed from each hauler as well as the amount of processed liquid sent to the City's WWTP and an invoice for services rendered under this Agreement. (See paragraph 1.6, above.)
- 3.4 The City will invoice the haulers and receive collections ("Collections") from the haulers based on the information provided in paragraphs 3.1 through 3.3 by Reve. Reve will receive payment from the City as soon as reasonably prudent, but no longer than net 30 days from the date of the City's receipt of the Collections. The parties may adopt a system of payment from septage haulers by which payment will be made in advance. One such advanced-payment system would involve the haulers purchasing vouchers in advance that would be presented to Reve upon the acceptance of the hauler's septage load. This method of payment for services rendered by haulers, or some similar method of payment in advance, or payment upon delivery, would be acceptable to Reve. If a voucher system is utilized, the City shall tender payment to Reve net 20 days from receipt of Reve's monthly invoice.
- 3.5 If requested by the City, Reve will dewater the wastewater treatment sludge

generated at the City's WWTP as described in paragraph 1.8, above. Reve will invoice the City monthly for this service at a rate of \$0.035 per gallon dewatered.

4. Personnel, Sub-consultants and Suppliers

4.1 Personnel

Reve will employ and assign only qualified, e-verified, and competent personnel to perform the services required hereunder.

4.2 Sub-consultants

Reve will employ and assign only qualified sub-consultants to perform the services required hereunder for which Reve is not qualified or capable of performing. For purposes of this agreement, sub-consultants may include those furnishing unique expertise not otherwise provided by Reve such as construction, advice on chemicals, engineering, etc.

4.3 Reve is solely responsible for Acts of its personnel and Ssb-consultants

Reve will be responsible for all and any acts, defaults, omissions or negligence of its personnel and sub-consultants or any other person who is authorized by Reve to participate in any way in performing services for the City.

4.4 Supervision of the Work

The Work shall be strictly supervised and directed using Reve's best and highest skill and effort and in full compliance with all applicable rules, regulations, laws and standards of care. Reve bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of the Reve.

5. Utilities

Provided Reve is in full compliance with its duties and responsibilities under this Agreement, the City shall provide Reve with a water and electricity credit that shall not exceed \$7.00 per day for water and \$7.00 per day for electricity and shall only be applicable at the City's WWTP property and shall only be utilize to provide the City the services set forth in this Agreement.

6. Termination of Contract

6.1 Causes of Termination

(a) By Operation of Law. Either party may terminate this Agreement by giving the other ninety (90) days advance written notice, to be served as provided herein upon the occurrence of any one of the following events:

- i) The other party takes the benefit of any present or future insolvency

statute, or makes a general petition in for the benefit of creditors, or files a voluntary petition for bankruptcy or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws, under any law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

ii) By order or decree of a court, the other party is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of its stockholders, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) days after the entry thereof, any notice of default shall be and become null, void and no effect; unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or

iii) By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of the other party, and such possession or control shall continue in effect for a period of sixty (60) days; or

(b) Uncured Material Breach of Contract. Either party may terminate this agreement should either party be found to be in default of this Agreement, by materially failing or refusing to perform or observe the terms, conditions or covenants in this Agreement and said default is not cured within thirty (30) days of receipt or written notice by the non-defaulting party, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) days following receipt of written notice, the defaulting party fails to commence the remedy of such default within said thirty (30) days following such written notice, or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the defaulting party having the burden of proof to demonstrate any reason for the failure to perform). Should this Agreement be terminated by virtue of this default provision in which Reve is determined to be in an uncured default condition, then in that event, the City shall give Reve six months to vacate the premises following written notice of the uncured default, and, in such event Reve may continue receiving and treating septage from haulers without interruption during the six month grace period so long as the cause of default does not impair the ability of Reve to process septage or inhibit the City from continuing normal treatment plant operations.

(c) For Any Reason. Either party may terminate this Agreement for any reason by giving the other party one year's advance written notice, to be served as provided herein.

(d) O.C.G.A. § 36-30-3(d). City may terminate this Agreement with thirty (30) days written notice in the event that the City's ability to comply with the Agreement

is impaired by war, natural disaster, catastrophe, or any other emergency creating conditions under which the City compliance with the Agreement would become impossible or create a substantial financial burden upon the City or its taxpayers.

- 6.2 In the event of the aforesaid events specified in said subsections 6.1 (a), (b), (c) or (d), above and except as otherwise provided herein, termination shall be effective upon the date specified in the written notice to the defaulting party. However, in the event of termination of Reve by the City as a result of paragraph (c), Reve shall be provided the reason for termination in writing and shall have the right of appeal to the Blue Ridge City Council which shall include a hearing before the City Council during which Reve shall have the right to present evidence and to offer testimony, and the final decision shall be as determined by the City Council in open session.
- 6.3 In the event this agreement is terminated by the City in accordance with the provisions contained in subsection 6.1 (c), Reve will be compensated by the City for Reve's lost capital costs (set forth on Exhibit "A" attached hereto) associated with Reve's initial investment which will be prorated based on a fifteen-year project amortization period. Straight-line depreciation shall apply. If such termination follows the fifteen-year project amortization period, there will be no termination charge.
- 6.4 Should this Agreement be terminated prior to the expiration of the initial five (5) year term, or if any 5-year extension thereof is not accepted by either party, the following additional conditions apply:
 - Reve may remove all the above-ground equipment from the premises that is owned or under lease by Reve.

7. Indemnification

Reve hereby indemnifies and holds the City harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, which arise out of or relate in any way to Reve's performance under this Agreement and/or its utilization of any City property, including but not limited to, claims, liability, damage, loss, cost or expense, sickness, personal injury, disease or death, or to loss or destruction of tangible property, including loss of use resulting therefrom, to the extent caused by Reve or anyone for whom Reve may be liable; (b) the negligence or willful misconduct of Reve, its employees, agents or subcontractors, in the performance of the services under this Agreement; (c) any material breach by Reve of any representation, warranty or covenant in this Agreement; and (d) any violation by Reve of any applicable laws, rules, regulations or ordinances. The provisions of this Section 7 shall survive termination of this Agreement.

8. Insurance

Reve shall at all times during the Agreement maintain in full force and effect the following types of insurance in at least the limits specified below:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory Minimums
Employer's Liability	\$500,000
Bodily Injury Liability	\$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate
Property Damage Liability	\$1,000,000 aggregate (Except Automobile) \$2,000,000 aggregate
Automobile Bodily Injury & Property	\$1,000,000 combined single limit per claim
General Liability	\$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate

Reve will name the City of City as an additional insured on the above shown insurance policy. Reve and the City will coordinate with the various septage haulers who bring septage to the City's Wastewater Treatment Plant to determine the need for these haulers to have appropriate insurance coverage and/or some other form of liability protection.

9. Agreement Not to Discriminate

During the performance of this Contract, Reve will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability, which does not preclude the applicant or employee from performing the essential functions of the position.

10. Waiver

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. Severability

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

12. Governing Law

The parties agree that this agreement shall be governed and construed in accordance with the laws of the State of Georgia. Any provision in this Agreement that violates any provision of Georgia law relating to municipal corporations shall be deemed null and void.

13. Merger

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

14. Reve to Cooperate

If the City undertakes or awards other contracts for additional related work, Reve shall fully cooperate with such other contractor and with the City's employees or appointed committee(s), and carefully fit its own work to such additional work as may be directed by the City. Reve will not commit or permit any act, which will interfere with the performance of work by any other contractor or by the City's employees. Likewise, the City will not significantly interfere with the activities of Reve.

15. Modifications

Any change, alteration or addition to the terms and conditions set forth in this Agreement must be in the form of a written modification signed by both parties.

16. Notices

Any written notices, other than routine notices pursuant the project work described herein, shall be given hereunder by either party to the other by personal delivery in writing, by mail, registered or certified, postage prepaid with return receipt requested, or by a recognized overnight delivery service. Any notices to the City by Reve shall not be considered valid unless a copy is also delivered to the City Attorney and addressed [unless a change of address is provided in writing by City] to James A. Balli, Taylor, English Duma, 1600 Parkwood Circle, Suite 200, Atlanta, Georgia 30339 and jballi@taylorenghish.com.

17. Transfer of Rights

It is agreed that Reve and the City each binds itself and themselves, it's or their successors, executors, administrators and assigns to the other party to this Agreement and to its or their successors, executors and assigns in respect to all covenants of this Agreement. Neither of the parties hereto is prohibited from assigning, subletting or transferring its or their interest in this Agreement provided the other party agrees to such assignment in writing.

18. Remedies

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, shall be referred to mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association (or other similar meditation rules) prior to any recourse to arbitration or a judicial forum.

12-4-2019

19. Safety

Reve will be solely and completely responsible for working conditions and safety on any of the City's property occupied or utilized by Reve with regard to its activities contemplated herein, including safety of all persons and property during the performance of the work, as well as compliance with OSHA regulations and any other applicable law or regulation.

20. Business Considerations

The City will not interfere with the normal expected business activities of Reve even should Reve be in the one-year's notice period for termination as set forth in paragraph 7. Likewise, Reve will conduct its operations so as not to interfere with the normal operations of the wastewater treatment plant by the City.

21. Implementation Timing

Reve will endeavor to have the necessary dewatering equipment in-place and operating within sixty (60) days from the date of the City's approval of Reve's Engineering Plans.

Executed by the parties' duly authorized representatives as indicated by their signatures below.

REVE SOLUTIONS, INC.

THE CITY OF BLUE RIDGE, GEORGIA

By _____

By  _____

Title _____

Title Mayor

Date _____

Date 01.23.2020

12-4-2019

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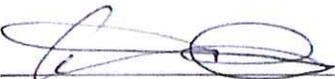
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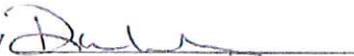
REVE SOLUTIONS, INC.

By 

Title Owner

Date 1-23-20

THE CITY OF BLUE RIDGE, GEORGIA

By 

Title Mayor

Date 01.23.2020

ROBERT WATERS
706-889-4547

MEET, ~~WAS 20TH~~
AFTERNOON
THURS.

Need a quota for each wall. One for stamped concrete, and one for plain concrete wall. Need a quota for placing rock wall back. The rock will include a block wall behind for support with a concrete footing. City will remove the old walls, but not dig the footings for the new walls.

Wall #1

Rock, _____

Plain Concrete, _____

Stamped Concrete, ~~53,710.⁰⁰~~ _____

Wall #2

Rock, _____

Plain Concrete, _____

Stamped Concrete, ~~14,916.⁰⁰~~ _____

Wall #3

Rock, _____

Plain Concrete, _____

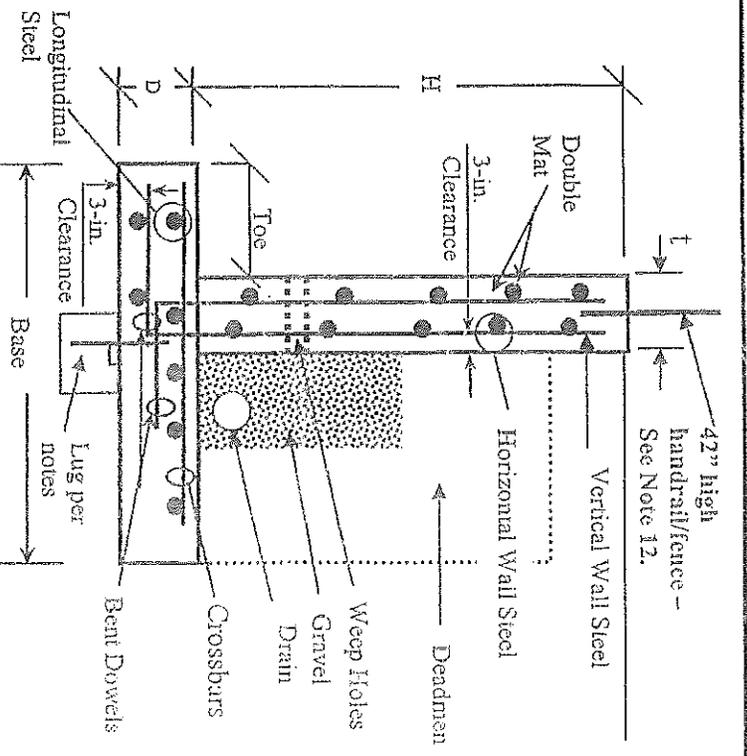
Stamped Concrete, ~~16,534.⁰⁰~~ _____

Wall #4

Rock, _____

Plain Concrete, _____

Stamped Concrete, ~~30,830.⁰⁰~~ _____



- Notes:
1. Reinforcing steel to conform to ASTM A615, with a yield strength of 60 ksi. Concrete 28-day compressive strength to be 3000 psi.
 2. Lap reinforcing steel at splices: #4 at 29-inches, #5 at 36-inches, #6 at 43-inches.
 3. Provide 4-in. diameter weep holes @ 6 ft. O.C. at the bottom of the wall and above finished grade.
 4. Provide 4-in. continuous drain tile behind wall with positive outlet at each end.
 5. Provide a continuous gravel strip 16-in. wide x 1/2 - to 1/2 times the height of the wall.
 6. Compact backfill to 95% Standard Proctor density. Use small or hand held compaction equipment near wall.
 7. Allowable soil bearing capacity must be = 2400 psf.
 8. Backfill unit weight assumed to be 110 pcf. Equivalent fluid pressure = 45 psf, calculated lateral earth pressure = 2309 lb/ft for 10-foot height, and coef. of friction = 0.4.
 9. Add deadmen behind the wall, approximately 10-feet o.c. Dimensions to be same as wall thickness x 2 - to 4-ft. deep, as possible. Steel should be the same as, and tied into, the adjacent wall and footing section.
 10. Backfill must be level.
 11. For walls 10-ft and over: Use a lug, 14-inches deep x 14-inches wide. Use a shear key and #4 bar, 18-inches on-center in lay.
 12. Install a 42" high handrail/fence to meet 2006 IBC, Section 1013.2 requirements. Follow manufacturers design and installation instructions. Provide County with manufacturers Design Calculations.
 13. The footings, wall steel, weep holes, gravel and backfill must be inspected by Geo-Enviro Engineering, Inc.

Ht. (ft.)	l	Footing			Bent Dowels			Wall Steel	
		D	Base	Toe	Crossbars/Long. Steel	Spacing	Vertical	Vertical	Horizontal
2 to 3	10"	12"	2'-3"	0'-6"	#4, 18" OC	#4, 18" OC	3'-0"	#4, 18" OC	#4, 10" OC
4	10"	12"	2'-9"	0'-9"	#4, 18" OC	#4, 18" OC	4'-0"	#4, 18" OC	#4, 10" OC
5	10"	12"	3'-3"	1'-0"	#4, 18" OC	#4, 18" OC	5'-0"	#4, 18" OC	#4, 10" OC
6	10"	12"	4'-2"	1'-6"	#4, 16" OC	#4, 16" OC	6'-0"	#4, 16" OC	#4, 10" OC
7	10"	12"	4'-6"	1'-8"	#4, 16" OC	#4, 16" OC	3'-6"	#4, 16" OC	#4, 10" OC
8	10"	12"	5'-0"	1'-8"	#4, 12" OC	#4, 12" OC	4'-0"	#4, 12" OC	#4, 10" OC
9	10"	12"	5'-6"	1'-8"	#4, 10" OC	#4, 10" OC	4'-6"	#4, 10" OC	#4, 10" OC
All walls 10- and 11-feet, add double mat									
10	12"	12"	6'-6"	2'-9"	#4, 9" OC	#4, 9" OC	5'-0"	#4, 9" OC	#4, 8" OC
11	12"	12"	6'-9"	2'-9"	#4, 7" OC	#4, 7" OC	5'-6"	#4, 7" OC	#4, 8" OC
All walls 12-feet and higher, add double mat									
12	14"	13"	7'-6"	3'-0"	#5, 10" OC	#5, 10" OC	6'-0"	#5, 10" OC	#5, 11" OC
13	14"	13"	8'-3"	3'-0"	#5, 7.5" OC	#5, 7.5" OC	6'-6"	#5, 7.5" OC	#5, 11" OC
14	16"	13"	9'-0"	3'-6"	#5, 7" OC	#5, 7" OC	7'-0"	#5, 7" OC	#5, 9.5" OC
15	16"	14"	9'-8"	3'-9"	#5, 6" OC	#5, 6" OC	7'-6"	#5, 6" OC	#5, 9.5" OC
16	16"	14"	11'-0"	4'-3"	#5, 4.9" OC	#5, 4.9" OC	8'-0"	#5, 4.9" OC	#5, 9.5" OC
16	16"	14"	11'-0"	4'-3"	#6, 6.9" OC	#6, 6.9" OC	8'-0"	#6, 6.9" OC	#5, 9.5" OC

NOTE: This document is for reference and cost estimation purposes only.
 Wall dimensions and steel schedule shown are for walls which are constructed in areas where the existing grade is at or near the footing level of the proposed wall.

Geo-Enviro Engineering must issue an approved design for each project.

Client: _____ Title: Retaining Wall
 Steel Schedule

GEO-ENVIRO ENGINEERING
 678-513-8723 (o) / 678-513-2785 (fax)

Date: May, 2008 Figure 1
 Scale: N.T.S. By: M. Moore

Wall #3

Location, East Main Street. Start at 1051 East Main Street (Ted Weaver) to 1081 East Main Street (Leonard Hunter)

Length, 140' if entire wall is replaced.

Average Height, 4.5' starts out at 4' on one end and ends at 5' on other end.

Photos 3-attached. Picture #1 & #2 is in front of 1051 East Main Street. Picture #3 is in front of 1051 East Main Street.

Summary, This wall has been patched over the years. The rocks are a different color because it is almost impossible to find the same rocks used by in 1900's. Also, cement used to grout is different color.

Wall # 4

Location, 45 Messer Loop, William Gibbs across ~~from~~ 23 East Main Street.

Length, 70' of wall completely gone. Dirt and debris on sidewalk. 140' for wall is still standing but is leaning with big cracks.

Average Height, 6' end to end.

Photos 5-attached. Picture #1 shows part of wall missing. Picture # 2 shows part of wall missing and start of wall still standing. Picture #3 & #5 Shows part of wall leaning. Picture #4 show large crack in wall

Summary, The part of the wall standing needs replaced end to end. Also, the part of the wall missing needs replaced.

JIM MASHBURN
706-455-2052

MART WED. 20TH
AFTERNOON

Need a quota for each wall. One for stamped concrete, and one for plain concrete wall. Need a quota for placing rock wall back. The rock will include a block wall behind for support with a concrete footing. City will remove the old walls, but not dig the footings for the new walls.

Wall #1

Rock, ~~_____~~
Plain Concrete, ~~_____~~
Stamped Concrete, ~~_____~~

Wall #2

Rock, ~~_____~~
Plain Concrete, ~~_____~~
Stamped Concrete, ~~_____~~

Wall #3

Rock, _____
Plain Concrete, \$14,900 ASSUMING
Stamped Concrete, _____

4' x 170' wall - 90-FT
INCLUDES DEADMAN

Wall #4

Rock, _____
Plain Concrete, \$20,500 ASSUMING
Stamped Concrete, _____

6' x 170' wall \$120-FT
INCLUDE DEADMAN

Wall #3

Location , East Main Street. Start at 1051 East Main Street (Ted Weaver) to 1081 East Main Street {Leonard Hunter
Length , 140' if entire wall is replaced.
Average Height , 4.5' starts out at 4' on one end and ends at 5' on other end.
Photos 3-attached. Picture #1 & #2 is in front of 1051 East Main Street. Picture #3 is in front of 1051 East Main Street.
Summary , <u>This</u> wall has been patched over the years. The rocks are a different color because it is almost impossible to find the same rocks used by in 1900's. Also, cement used to grout is different color.

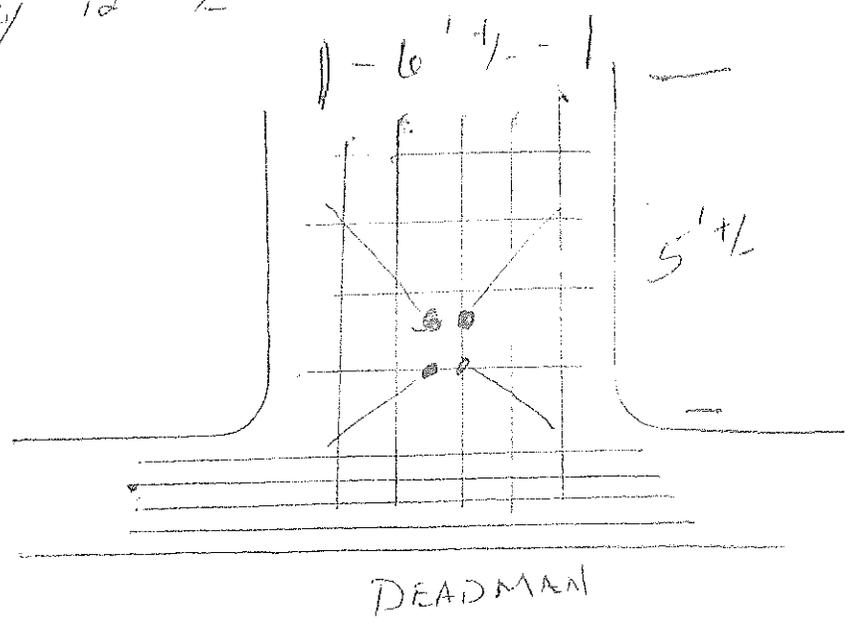
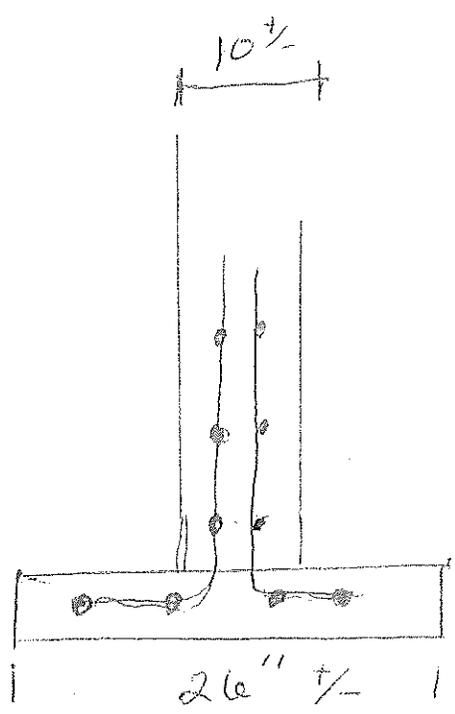
Wall # 4

Location , 45 Messer Loop, William Gibbs across from 23 East Main Street.
Length , 70' of wall completely gone. Dirt and debris on sidewalk. 140' for wall is still standing but is leaning with big cracks.
Average Height , 5' end to end.
Photos 5-attached. Picture #1 shows part of wall missing. Picture # 2 shows part of wall missing and start of wall still standing. Picture #3 & #5 Shows part of wall leaning. Picture #4 show large crack in wall
Summary , The part of the wall standing needs replaced end to end. Also, the part of the wall missing needs replaced.

GRADE # 60 - 1/2 REBAR

UPRIGHTS EVERY 18" +/-

HORIZONTALS EVERY 12" +/-



10" +/-

4.3.3 Handrails and Safety Railings

Handrails that are used to assist pedestrians up and down slopes and steps are an essential component of a streetscape where the sidewalk deviates from the roadway slope and requires an ADA accommodation. Safety railings are used to prevent pedestrians from a fall when the sidewalk or landing is adjacent to a vertical drop or slope that requires a barrier.

Application

- Vertical features such as handrails and safety railings are used to assist pedestrians in navigating up and down stairs and ramps, and to prevent pedestrian falls from elevated walkways, platforms, or landings.

Critical Design Requirements

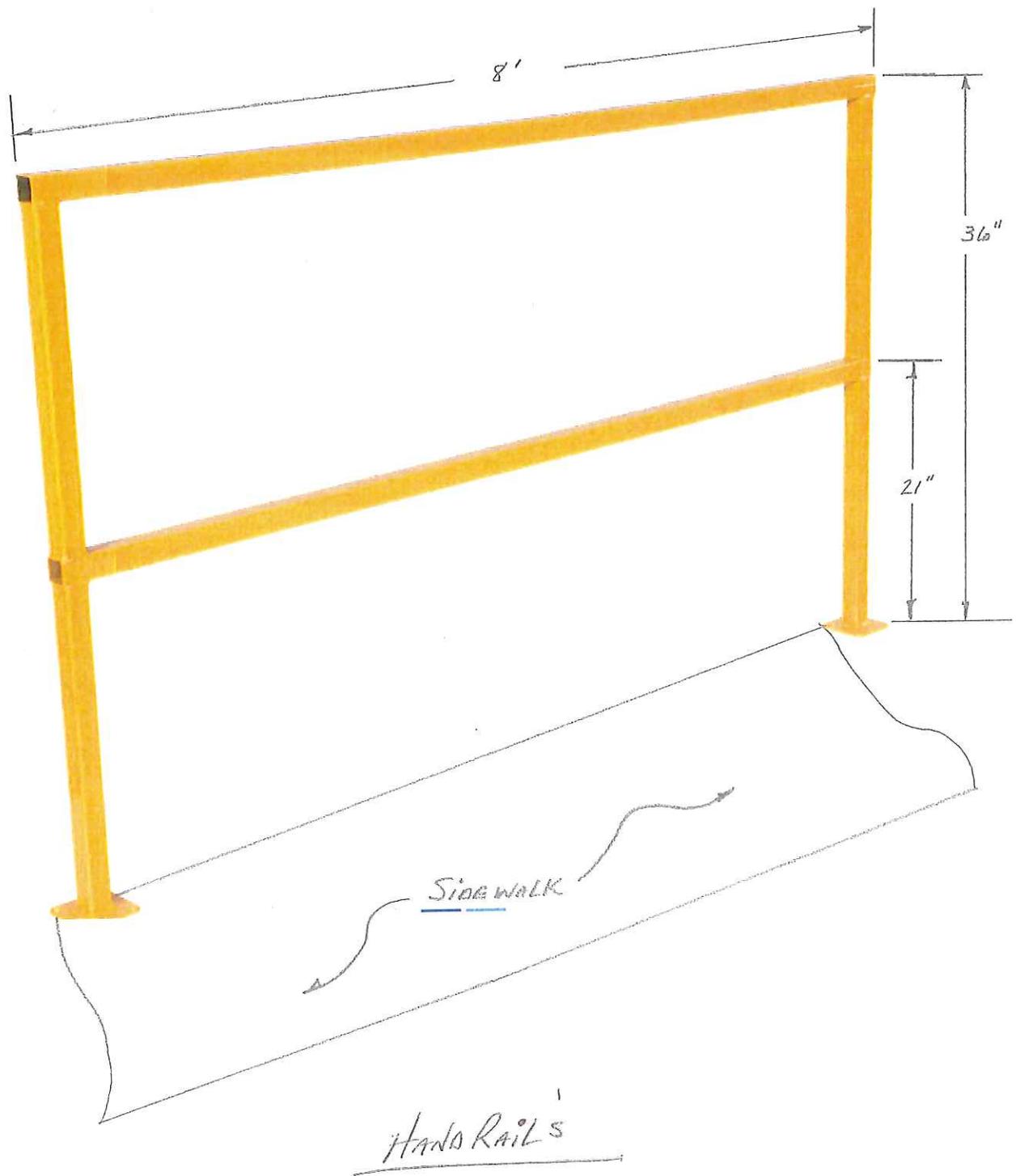
- Handrails should extend at least 12 inches beyond the top and bottom of a slope or bottom tread of steps that require a handrail.
- Handrails should be 34 inches to 38 inches in height along slopes or steps.
 - Handrail gripping surfaces with a circular cross section should have an outside diameter of 1¼ inches minimum and 2 inches maximum.
 - Handrail gripping surfaces and any surfaces adjacent to them should be free of sharp or abrasive elements and should have rounded edges.
 - Handrail gripping surfaces should be continuous, and not be uninterrupted by newel posts, other construction elements, or obstructions.
 - Sidewalks and shared use paths with running slopes steeper than 5 percent should have handrails on both sides, unless the sidewalk or path follows the grade of the adjacent roadway.
- Safety railings should be installed when a vertical drop is 30 inches or greater, a downward slope is 2:1 or greater, or a body of water is less than 2 feet from the edge of the sidewalk or shared use path.
- Safety railings should be a minimum of 42 inches in height and should have a vertical post so that the space between the vertical posts does not exceed 4 inches width.
 - Safety railings shall be 42 inches high and should have vertical post spaced no more than 4 inches apart.
 - Safety railings should have a lateral offset of 1 foot minimum from the edge of the sidewalk.
 - The ends of the safety railings, barriers, or guardrails should be flared away from the path edge or turned down. Barrier or rail ends that remain within the 2-foot clear area should be marked with object markers.

Further Guidance

- [American with Disabilities Act](#)
- FHWA, [MUTCD](#) Section 9C.07 (latest edition)
- FHWA, [Rumble Strips and Stripes](#) (latest edition)
- FHWA, [Separated Bike Lane Planning and Design Guide](#) (latest edition)
- GDOT, [Design Policy Manual](#) (latest edition)
- NACTO, [Urban Bikeway Design Guide](#) (latest edition)
- NACTO, [Urban Street Design Guide](#) (latest edition)
- US Access Board, [Detectable Warning Update](#) (latest edition)
- www.access-board.gov/guidelines-and-standards/streets-sidewalks/public-rights-of-way



Figure 4.13. Pedestrian Safety Railing, Midtown, Atlanta, Georgia



Holloway Trenching, LLC
 40 Waterloo trl
 Morganton, GA 30560

Estimate

Date 12/27/2019
Estimate # 218

Name / Address
CITY OF BLUE RIDGE Becky Harkins

P.O. #
Terms

Due Date 12/27/2019
Other

Description	Qty	Rate	Total
The Following estimate is for the repair of damaged property of Ron Shear on old Hwy 76 across from middle school .Please note that City street dept installed a culvert that was to small and created a big washout that is dangerous to the public.		0.00	0.00
Install 48" Culvert supplied by city and install surge on out fall of culvert	1	1,750.00	1,750.00
Import tandam loads of dirt estimated at 50 loads amount of dirt would be billed on amount installed	50	125.00	6,250.00
Trackloader to place dirt and finish grade based on 50 loads	20	85.00	1,700.00
# 4 Stone tandam load to prevent tracking on highway	1	550.00	550.00
Surge stoneTandam load for out fall of culvert pipe	1	550.00	550.00
Subtotal			\$10,800.00
Sales Tax (0.0%)			\$0.00
Total			\$10,800.00

hollowaytrenching@hotmail.com

706-455-2597

From: [Rebecca Harkins](#)
To: [Kelsey Ledford](#)
Cc: [Jeff Stewart](#); [Nathan Fitts](#); [Donna Whitener](#); [Robbie Cornelius](#); [Rhonda Haight](#); [Harold Herndon](#)
Subject: FW: Quote for generator repair
Date: Thursday, November 21, 2019 11:11:44 AM
Attachments: [City of Blue Ridge 78520 Replace ECM and Water Pump.pdf](#)

This needs to be on the agenda for the next meeting, we have researched options and had jeff Holloway checking with people he knew to see if we could get another quote. we could not because part of the issue will require a reprogramming of the control panel on the generator. I know it a hefty repair but to put it in perspective we are repairing a \$400,000 generator. Currently the water plant has no back up if the power goes out – the generator will not function. I am going to go ahead and approve this as an emergency request, I would hate for us to have a power outage and be completely unable to pump water.

From: Shannon Payne
Sent: Tuesday, October 08, 2019 1:10 PM
To: Mark Patterson; Rebecca Harkins
Subject: Fw: Quote for generator repair

From: Beth Tower <Beth_Tower@yanceybros.com>
Sent: Tuesday, October 8, 2019 1:02 PM
To: Shannon Payne <spayne@cityofblueridgega.gov>
Subject: Quote for generator repair

Good afternoon!

Attached is a quote for repair of the Engine ECM and Water Pump on your generator. Please let me know if you have any questions or would like to schedule this work.

This quote will expire in a month.

I can stop by next week to meet with you also if you would like.

Beth Tower

Product Support Sales Representative

Yancey Power Systems

259 Lee Industrial Blvd.

Austell, GA 30168-7437

(877) 926-2398

(404)803-5585 Cell

(770) 941-7035 Fax

Beth_Tower@yanceybros.com



CITY OF BLUE RIDGE
 480 W 1ST ST
 BLUE RIDGE 30513

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
001198	78520	10/7/2019	MR BRAD HAWKINS
PHONE NO.	FAX NO.	EMAIL	
706.632.2524		bhawkins@cityofblueridgega.gov	
MODEL	MAKE	SERIAL NO.	
C18	AA	NAW00339	
UNIT NO.	WO NO.	P.O. NO.	
ESTIMATE DESCRIPTION:	E016643 ENGINE ECM, WATER PUMP		

SEGMENT: 01 REPLACE ECM (510 9652)

THIS QUOTE IS TO REPLACE THE THERMOSTATS, WATER PUMP AND ECM ON YOUR C18 SERIAL # NAW00339.

- THIS QUOTE INCLUDES CORE CHARGES THAT WILL NEED TO BE RETURNED IN PROPER ORDER TO NOT BE CHARGED 1079.30.

- THIS ESTIMATE IS BASED ON WORK BEING PERFORMED DURING YANCEY POWER SYSTEMS NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY 8AM TO 4:30 PM.

- THIS ESTIMATE IS A GOOD FAITH ESTIMATE BASED ON THE CONDITION OF THE EQUIPMENT AT THE TIME OF INSPECTION. ANY PARTS AND LABOR OUTSIDE OF THE ESTIMATED WORK WILL BE BILLED IN ADDITION TO THE ESTIMATED CHARGES. CUSTOMER WILL BE NOTIFIED DURING REPAIR IF ADDITIONAL WORK IS NECESSARY. YANCEY WARRANTY FOR LABOR WORK PERFORMED IS THREE (3) MONTHES OR 100 RUN HOURS, WHICHEVER COMES FIRST.

Description	Qty	PartDiscount	Discount %	Ext Price
SEAL O RING	1	0.0000	0.00	12.98
PUMP A WATER	1	0.0000	0.00	771.78
CORE	1	0.0000	0.00	607.18
SEAL	2	0.0000	0.00	25.66
REGULATOR-TE	2	0.0000	0.00	97.58
SEAL-PIP	1	0.0000	0.00	7.39
SEAL-O-RING	1	0.0000	0.00	3.46
SEAL-O-RING	2	0.0000	0.00	8.26
SEAL	1	0.0000	0.00	18.37
SEAL O RING	1	0.0000	0.00	11.19

CONTROL GP	1	0.0000	0.00	1,473.34
CORE	1	0.0000	0.00	472.22
1 ABSORBANT PAD	20	0.0000	0.00	20.00
PYROIL-BRK CLEANER	6	0.0000	0.00	11.94

Total Estimated Parts: 3,541.35

Description	Qty	Discount %	Ext Price
TRAVEL TO REPAIR	4	0.00	676.00
LABOR TO REPAIR	4	0.00	676.00
OVERTIME TO REPAIR	6	0.00	1,521.00

Total Estimated Labor: 2,873.00

Description	Qty	Discount %	Ext Price
MILEAGE	190	0.00	653.60
ENVIROMENTAL	1	0.00	150.00

Total Estimated Misc: 803.60

Segment 01 Total: 7,217.95

Total Segments: 7,217.95

SUB TOTAL (BEFORE TAXES) 7,217.95

- This estimate will expire 30 days from the estimate date.
- Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
- Terms: Net 30
- Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME: _____ *from start date*
"The signature is an authorization to proceed with the required repair work as described within the quote"

Issued PO#: _____ **Authorized Name:** _____ **Please Print**

Date: ____/____/____.

Signature

Any questions? Please call Beth Tower at Office: 404-803-5585 Mobile: Fax: 770-941-7035 Branch:

PURCHASE ORDER

DATE 12-17-19

28765

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

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

PLEASE SHIP THE FOLLOWING MERCHANDISE:			TERMS	F.O.B.	SHIPPING DATE		
QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT	
			parts and repair for Aska #1 pump station			7335	00

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. James Weaver

PA. _____

**DWIGHT OLIVER
ELECTRICAL CONTRACTOR, INC.**

P.O. Box 250
Clermont, Georgia 30527

(770) 983-0698 • Fax: (770) 983-1515

JOB INVOICE

4681

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513-4678

TERMS:

PHONE	DATE OF ORDER <u>10-31-19</u>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> EXTRA	
JOB NAME/NUMBER <u>Ace Can Station</u>	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
> 1	Misc. gaskets		35. ⁰⁰	<u>10-07-19</u> Picked up check valve + took to machine shop for milling. <u>10-14-19</u> Picked up valve from machine shop + prepped station for valve changeout. <u>10-15-19</u> Changed out check valve for pump #1.
				OTHER CHARGES
				Machine Shop Charge 450. ⁰⁰
				TOTAL OTHER
				LABOR
				HRS. RATE AMOUNT
>				<u>10-07-19</u> 130. ⁰⁰
				<u>10-14-19</u> 380. ⁰⁰
				<u>10-15-19</u> 1,420. ⁰⁰
				TOTAL LABOR 1,930. ⁰⁰
				TOTAL MATERIALS 35. ⁰⁰
				TOTAL OTHER 450. ⁰⁰
DATE COMPLETED		TOTAL MATERIALS 35. ⁰⁰		

Work ordered by _____

Signature _____

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

Thank You

TAX

TOTAL 2,415.⁰⁰

**DWIGHT OLIVER
ELECTRICAL CONTRACTOR, INC.**

P.O. Box 250
Clermont, Georgia 30527

(770) 983-0698 • Fax: (770) 983-1515

JOB INVOICE

4682

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513-4678

TERMS:

PHONE	DATE OF ORDER <u>10-31-19</u>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA
JOB NAME/NUMBER <u>Ace Cam Station</u>	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
> 1	4"x6" Reducing check value		2,493. ⁰⁰	
OTHER CHARGES				
				TOTAL OTHER
		LABOR	HRS.	RATE
		AMOUNT		
>				

DATE COMPLETED	TOTAL MATERIALS <u>2,493.⁰⁰</u>	TOTAL LABOR	TOTAL MATERIALS <u>2,493.⁰⁰</u>
Work ordered by _____		TOTAL OTHER	TOTAL <u>2,493.⁰⁰</u>
Signature _____		TAX	
I hereby acknowledge the satisfactory completion of the above described work.		TOTAL	<u>2,493.⁰⁰</u>

Thank You

**DWIGHT OLIVER
ELECTRICAL CONTRACTOR, INC.**

P.O. Box 250
Clermont, Georgia 30527

JOB INVOICE

4683

(770) 983-0698 • Fax: (770) 983-1515

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513-4678

TERMS:

PHONE	DATE OF ORDER <u>10-31-19</u>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA	
JOB NAME/NUMBER <u>Ace Can Station</u>	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
>				<u>[10-21-19] Service call for seal replacement in pump #2. When pulling pump, discovered that influent valve was not closing. City to schedule pump truck for Thursday to facilitate seal change. Wired up temporary floats until grease can be removed from auxiliary wet well.</u>
				<u>[10-23-19] Pulled pump #2 to change</u>
				<u>OTHER CHARGES</u>
				<u>the seal & discovered grooving in the motor shaft allowing seal leakage. Took to machine shop for repairs.</u>
				TOTAL OTHER
				LABOR HRS. RATE AMOUNT
>				<u>10-21-19 780.⁰⁰</u>
				<u>10-23-19 875.⁰⁰</u>
				TOTAL LABOR <u>1655.⁰⁰</u>
				TOTAL MATERIALS <u>—</u>
				TOTAL OTHER <u>—</u>

DATE COMPLETED _____ TOTAL MATERIALS _____

<h2>Thank You</h2>	TAX	
	TOTAL	<u>1655.⁰⁰</u>

Work ordered by _____

Signature _____

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

**DWIGHT OLIVER
ELECTRICAL CONTRACTOR, INC.**

P.O. Box 250
Clermont, Georgia 30527

(770) 983-0698 • Fax: (770) 983-1515

TO City of Blue Ridge
480 West First Street
Blue Ridge, GA 30513-4678

TERMS:

JOB INVOICE

4684

PHONE	DATE OF ORDER <u>10-31-19</u>
ORDER TAKEN BY	CUSTOMER'S ORDER NUMBER
<input checked="" type="checkbox"/> DAY WORK	<input type="checkbox"/> CONTRACT
<input type="checkbox"/> EXTRA	
JOB NAME/NUMBER <u>Ace Can Station</u>	
JOB LOCATION	
JOB PHONE	STARTING DATE

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK
>				<u>10-29-19</u> Re installed pump #2 with new bearings, shaft repair, + new seal kit. Placed into operation. Installed new seal tight flex for motor connection. Also remedied Lab lights/Blower tripping issues at the plant.
				OTHER CHARGES
				Bearing replacement <u>342.⁰⁰</u>
				Shaft repair was fixed under warranty.
				TOTAL OTHER
				LABOR
>				<u>10-29-19</u> HRS. RATE <u>980.⁰⁰</u>
				TOTAL LABOR <u>980.⁰⁰</u>
				TOTAL MATERIALS <u>—</u>
				TOTAL OTHER <u>342.⁰⁰</u>

DATE COMPLETED _____ TOTAL MATERIALS _____

Work ordered by _____

Signature _____

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

Thank You

TAX	
TOTAL	<u>1,322.⁰⁰</u>

POLICE DEPARTMENT PAY SCALE	STARTING HOURLY	ANNUAL SALARY	FOR APPROVAL: 1/14/20
PART-TIME PATROLMAN	\$16.00	\$34,944.00	CORRECTED: 1/16/2020
FULL-TIME PATROLMAN	\$18.00	\$39,312.00	
CORPORAL	\$20.00	\$43,680.00	
SERGEANT	\$21.00	\$45,864.00	
LIEUTENANT	\$22.00	\$48,048.00	
CAPTAIN	\$23.00	\$50,232.00	
ASSISTANT POLICE CHIEF	\$24.00	\$52,416.00	
INVESTIGATOR	\$0.50 per hour		
EXPERIENCE - 2% for each period as shown below			
	PT PATROL	FT PATROLMAN	CORPORAL
0-2 YEARS	\$16.00	\$18.00	\$20.00
3-5 YEARS	\$16.32	\$18.36	\$20.40
6-10 YEARS	\$16.64	\$18.72	\$20.80
11-15 YEARS	\$16.96	\$19.08	\$21.20
16-20 YEARS	\$17.28	\$19.44	\$21.60
21+ YEARS	\$17.60	\$19.80	\$22.00
		SERGEANT	LIEUTENANT
		\$21.00	\$22.00
		\$21.42	\$22.44
		\$21.84	\$22.88
		\$22.26	\$23.32
		\$22.68	\$23.76
		\$23.10	\$24.20
		CAPTAIN	ASST. CHIEF
		\$23.00	\$23.00
		\$23.46	\$23.46
		\$23.92	\$23.92
		\$24.38	\$24.38
		\$24.84	\$24.84
		\$25.30	\$25.30
		\$26.40	\$26.40

City of Blue Ridge

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

City of Blue Ridge
Townhall Meeting Minutes
City Hall
480 West First Street
February 5, 2020 at 9:00 a.m.

Present: Mayor Donna Whitener
Council Members Rhonda Haight and
Nathan Fitts
City Clerk Kelsey Ledford
Zoning, Land Development and Project Manager Jeff Stewart
DDA Chairman Cesar Martinez
DDA Board Members Brandon Lofton and Nichole Potzauf

1) Call Meeting to Order:

Mayor Donna Whitener opened the meeting by explaining that the City has had a parking problem for some time but is continuing to work towards finding a solution. She reassured that parking problems are good problems and that many towns only wished they had enough visitors to cause parking problems. She then introduced the attending members of the Council and Downtown Development Authority.

2) Parking:

DDA Chairman Cesar Martinez explained that parking has always been the number one complaint downtown. He stated that since serving on the DDA, he realizes that the City has not been ignoring this problem. He continued to explain that the Council and DDA are looking forward to receiving public input on the matter. He also explained that in the summer East and West Main Street parking is nearly impossible to find, as the spots are usually occupied first thing in the morning. He then pointed out that most of the parking is taken by train riders, who occupy the spaces for an entire day, resulting in little to no turnover of those valuable parking spaces. Mr. Martinez continued to point out that the second culprit of no turnover is that business owners and employees often occupy valuable parking downtown. He explained that the first goal is to find alternative parking for train riders as well as business owners and their employees. Resulting in the valuable parking being left for those investing in our City.

Mr. Martinez announced that the lot owned by Blue Ridge Hotel, recently became unavailable for parking since the hotel is now being constructed. He then proceeded to say that the lots owned by Green Rocks, LLC on Ada Street will be available for parking

City of Blue Ridge

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

until the owner begins development. The City Council will consider approving an addendum to the agreement between Green Rocks, LLC and Executive Parking Systems at their next Council Meeting on February 11th. If approved this would allow the City to receive some of the monies collected on the lot.

The members discussed the new parking deck being constructed on the corner of Depot Street and West First Street. The developer is John Keifer, who also developed Blue Ridge Station as well as the North Georgia University campus including the surrounding property. The deck is on schedule to be completed by the end of the year. The City is hopeful that Mr. Keifer will work out an agreement with the DDA to allow employees to park in his deck at a discounted price or reserve a certain number of spaces for train riders.

Mayor Donna Whitener stated that some businesses that are closed on the weekends and churches have posted signage informing visitors that their lots are available to park in for free on weekends, while they are not operating for normal business. DDA Member Brandon Lofton explained that the DDA is working on many options for parking and each is situational.

Council Member Rhonda Haight announced that Matt and Jessica Draper are the new owners of the Blue Ridge Runners. The members discussed the runners being a key in the DDA moving everyone except for visitors off the main streets because the runners will be able to transport train riders and business owners/employees from their designated parking areas to downtown.

DDA Board Member Brandon Lofton stated that parking was the City's number one priority and he realizes that now that he is serving on a City board. He continued to urge public input on the matter. DDA Chairman Cesar Martinez mentioned that the train riders are who takes up most of the parking on the main streets and stated that the train is willing to work with the City on this issue.

The City then opened the floor for public comment.

Two representatives from Dr. Holds dentist office were present and spoke in favor of validated parking for their patients. DDA Chairman Cesar Martinez discussed parking being free to City residents and that one hour parking will only be \$1.00. After some further discussion of validated parking, one of Dr. Holds' representatives requested that the crosswalk at First Baptist Church, on East First Street be fixed as well as working with the high school tram in the summer.

The owner of Jumping Mouse Beads was present and mentioned that she hears most of the parking complaints coming from locals. She described her business as being unique since her customers normally spend all day downtown working on their crafts and eating lunch downtown during their break. She continued to caution the City about paid

City of Blue Ridge

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

parking and being money hungry. Mayor Donna Whitener stated that there would be 15-30-minute free parking. She continued to state that there would be free parking located farther from downtown but the parking on main streets would be a higher fee for parking. DDA Chairman stated that the money collected from paid parking would fund managing the paid parking, sidewalks, public safety, crosswalks, etc. Council Member Nathan Fitts stated that the City would have to generate revenue in order to pay for the implementation. They continued to discuss beautifying pedestrian walkways, etc.

Chip Cipicic, a resident and member of the Chamber Marketing Team, stated that business is good. He continued to state that Merciers and downtown used to always compete for the number 1 attraction for visiting Blue Ridge, but downtown is now 40% higher than Merciers. He suggested that Blue Ridge double their projected parking plan and take everyone into account. He stated that people want to live, work and play in downtown and suggested adding bike paths.

Larry Minor, a resident, stated that beautification and streetscape was crucial. He mentioned that there are volunteers that would be able to paint murals downtown if the City was interested.

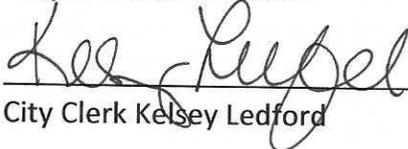
Zach Wojohn, with Executive Parking Systems, was present and stated that he loves Blue Ridge and has bought a home in which he plans to move into upon retirement. He explained how he got involved with the parking situation in Blue Ridge and just wants to help Blue Ridge. He explained that he has learned that the paid parking that is implemented will need to be user friendly and that he thought text to park would be the best solution for Blue Ridge. He continued to suggest that the City would benefit from city wide WIFI. He confirmed that his company has already conducted studies based on tags, time the vehicles have parked, etc. He also stated that there must be a way to fund the City's infrastructure and that paid parking is a good way to do that because it targets tourism and not the locals.

3) Adjournment:

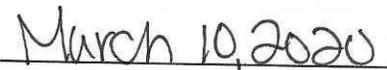
Mayor Donna Whitener adjourned the meeting.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

City of Blue Ridge

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

City of Blue Ridge
Townhall Meeting Minutes
City Hall
480 West First Street
February 5, 2020 at 5:00 p.m.

Present: Mayor Donna Whitener
Council Members Robbie Cornelius (via telephone),
Nathan Fitts and Rhonda Haight
City Clerk Kelsey Ledford
Zoning, Land Development and Project Manager Jeff Stewart
City Attorney James Balli
DDA Chairman Cesar Martinez
DDA Board Members Brandon Lofton, Jay Hamilton and Nichole Potzauf

Absent: Council Member Harold Herndon

1) Call Meeting to Order:

Mayor Donna Whitener called the meeting to order.

2) Annexation Resolution:

City Attorney James Balli presented the Annexation Resolution to annex the right-of-way on both Hwy 5 and Hwy 515 (attached). He gave a summary of the bounds indicated within the resolution. He also noted that this would only annex the highways and the right-of-ways and individual property would only be annexed voluntarily. Council Member Rhonda Haight made a motion to adopt the Annexation Resolution. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

3) Streetscape Change Order:

The Mayor and Council were presented with Change Order No. 2 from Colwell Construction Company, Inc. for the streetscape project on West Main Street in the amount of \$11,267.70 (attached). Council Member Nathan Fitts made a motion to approve the change order. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

City of Blue Ridge

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

Council Member Robbie Cornelius made both of her votes via telephone conference and verbally voted in favor of the above motions. After item 2 of the agenda she ended her call and the remainder of the meeting continued without a quorum of the Council.

4) Parking:

DDA Chairman Cesar Martinez opened the parking townhall by stating that parking, restrooms and the lack of businesses staying open past five o'clock are the three main problems that Blue Ridge has, and that parking is always number one. He continued to state that the City is trying to find a way to eliminate train riders and business owners/employees from using main street parking. He explained that the DDA is working on finding lots near downtown to designate for these people in order to leave main street parking open for visitors or those doing business/investing downtown. He then stated the next step would be to implement paid parking downtown. He announced that they are working on issuing maps that will indicate where free parking is located since this will still be an option for those not wanting to pay for parking. However, main street parking will be paid parking and if people do not want to pay they will have to walk a little. It was also announced that the Hampton lot is no longer being offered to the City for parking, but lots on Ada Street will soon be available, as well as a new parking garage to be completed by the end of 2020. It was also mentioned that additional parking would be made around City Hall and that the municipal parking lot will be restriped to add more parking spaces.

Council Member Nathan Fitts commented that they discussed at the earlier townhall meeting that the City is planning to add additional crosswalks, sidewalks and lighting in order to make downtown more pedestrian friendly.

DDA Chairman Cesar Martinez stated that the revenue generated from paid parking will fund parking and public safety as well as the items mentioned by Mr. Fitts.

The owner of Crawford Collections was present and asked why free parking had already been done away with. DDA Chairman Cesar Martinez replied that it was done at events in order to test the text to park system and to generate revenue. They also discussed parking that will be available in lots of businesses that are closed during the weekends as well as fire/loading zones.

DDA Board Member Brandon Lofton stated that he was astonished by the different kinds of people who are working on solutions for parking or offering their skills and expertise. He continued to state that some plans are immediate while others are more long-term.

City of Blue Ridge

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John Soave was present to speak in favor of paid parking. He stated that he travels to different places across the country and it is normal to pay for parking. He also suggested adding bike paths and racks downtown.

Zach Wojohn, with Executive Parking Systems, was present and stated that he loves Blue Ridge and has bought a home in which he plans to move into upon retirement. He explained how he got involved with the parking situation in Blue Ridge and just wants to help Blue Ridge. He explained that he has learned that the paid parking that is implemented will need to be user friendly and that he thought text to park would be the best solution for Blue Ridge. He continued to suggest that the City would benefit from city wide WIFI. He confirmed that his company has already conducted studies based on tags, time the vehicles have parked, etc. He also stated that there must be a way to fund the City's infrastructure and that paid parking is a good way to do that because it targets tourism and not the locals.

There was discussion of how much parking would be, if the first hour would be free, if there would be certain times parking would be free, if the shuttle service would be free for employees, golf carts, designated parking for golf carts and loading zones on East Main Street between Church Street and Depot Street.

5) Adjournment:

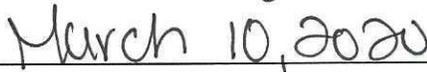
Mayor Donna Whitener adjourned the meeting.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

**A RESOLUTION OF
CITY OF BLUE RIDGE
PURSUANT TO THE CITY CHARTER
AND GENERAL LAW REQUESTING A LOCAL ACT
TO AMEND THE CITY CHARTER**

PASSED: February 5, 2020

A RESOLUTION NO. BR 2020- 04

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO REQUEST THAT THE GENERAL ASSEMBLY ADOPT A LOCAL ACT AMENDING THE CITY CHARTER BY INCREASING THE CORPORATE BOUNDARIES OF THE CITY; TO PROVIDE FOR PROPERTY OWNERS TO EXERCISE THEIR OWN JUDGMENT AND CHOICE REGARDING ANNEXATION OF ANY CONTIGUOUS PROPERTY; AND FOR OTHER PURPOSES.

WHEREAS, the General Assembly possesses the Constitutional and statutory authority to enact changes to local acts which establish charters for municipal corporations and set the respective municipal corporation’s boundaries; and

WHEREAS, the General Assembly last updated the City of Blue Ridge, Georgia’s Charter in 1989 via the passage of 1989 Ga. Laws p. 3823 (“Charter”); and

WHEREAS, there have been requests by citizens and landowners to request the General Assembly enlarge the corporate boundaries of the City of Blue Ridge, Georgia to include a portion of that certain road designated as Highway 5 and the rights-of-way that exist along both sides of said certain portion of Highway 5; and

WHEREAS, there have been requests by citizens and landowners to request the General Assembly enlarge the corporate boundaries of the City of Blue Ridge, Georgia to include a portion of that certain road designated as Highway 515 and the rights-of-way that exist along both sides of said certain portion of Highway 515; and

WHEREAS, this Resolution does not request the General Assembly to involuntarily annex any person's residence or property as said annexation is only along the road and rights-of-way; and

WHEREAS, any person who owns real property which touches any portion of the road or rights-of-way proposed to be annexed would not be required to be annexed into the City of Blue Ridge, Georgia and, pursuant to the provisions of O.C.G.A. § 36-36-1 et seq., any private landowner shall be allowed to make that decision for her or himself; and

WHEREAS, after consideration of the proposal, the City Council determines it to be in the best interests of the citizens, future citizens and visitors of the City of Blue Ridge, Georgia this Resolution be passed and said roads/rights-of-way be annexed;

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE CITY OF BLUE RIDGE, GEORGIA, as follows:

REQUESTED CHANGE TO THE CITY CHARTER:

The City Council of the City of Blue Ridge, Georgia, as the governing authority of the City, does hereby formally request that the Honorable David E. Ralston, Speaker of the House of Representatives and State Representative for House District Seven (7th) and the Honorable Steve Gooch, Majority Whip and Senator for Senate District Fifty-One (51st) author/sponsor, and the Georgia General Assembly enact, a local act which amends the corporate boundaries of the City of Blue Ridge to include new boundaries which are as follows:

TRACT ONE

Beginning at a point just northwest of the intersection of Highway 5 and Trails End Road thence northwest until a point northwest of the intersection of Highway 5 and Old Highway 5 as depicted generally on Exhibit "A" attached hereto.

TRACT TWO

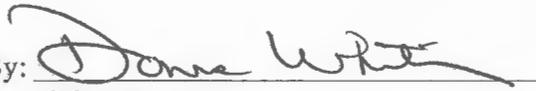
Beginning at a point approximating the intersection of Highway 515 and Toccoa River Bridge thence Northeasterly until a point approximating the intersection of Highway 515 and Forge Mill Road as depicted generally on Exhibit "B" attached hereto.

The City Attorney is hereby instructed to obtain a metes and bounds description of the area set forth on Exhibits "A" and "B" and transmit same, along with a certified copy of this Resolution, to Speaker Ralston, Senator Gooch and the General Assembly for consideration.

February (KL)

SO ORDAINED, this 5 day of ~~January~~, 2020

BLUE RIDGE CITY COUNCIL

By: 
Mayor

February (KL)

Attest Ordinance Passed: ~~January~~ 5, 2020

Attest:

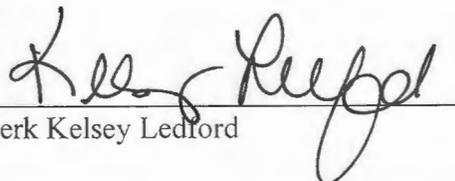
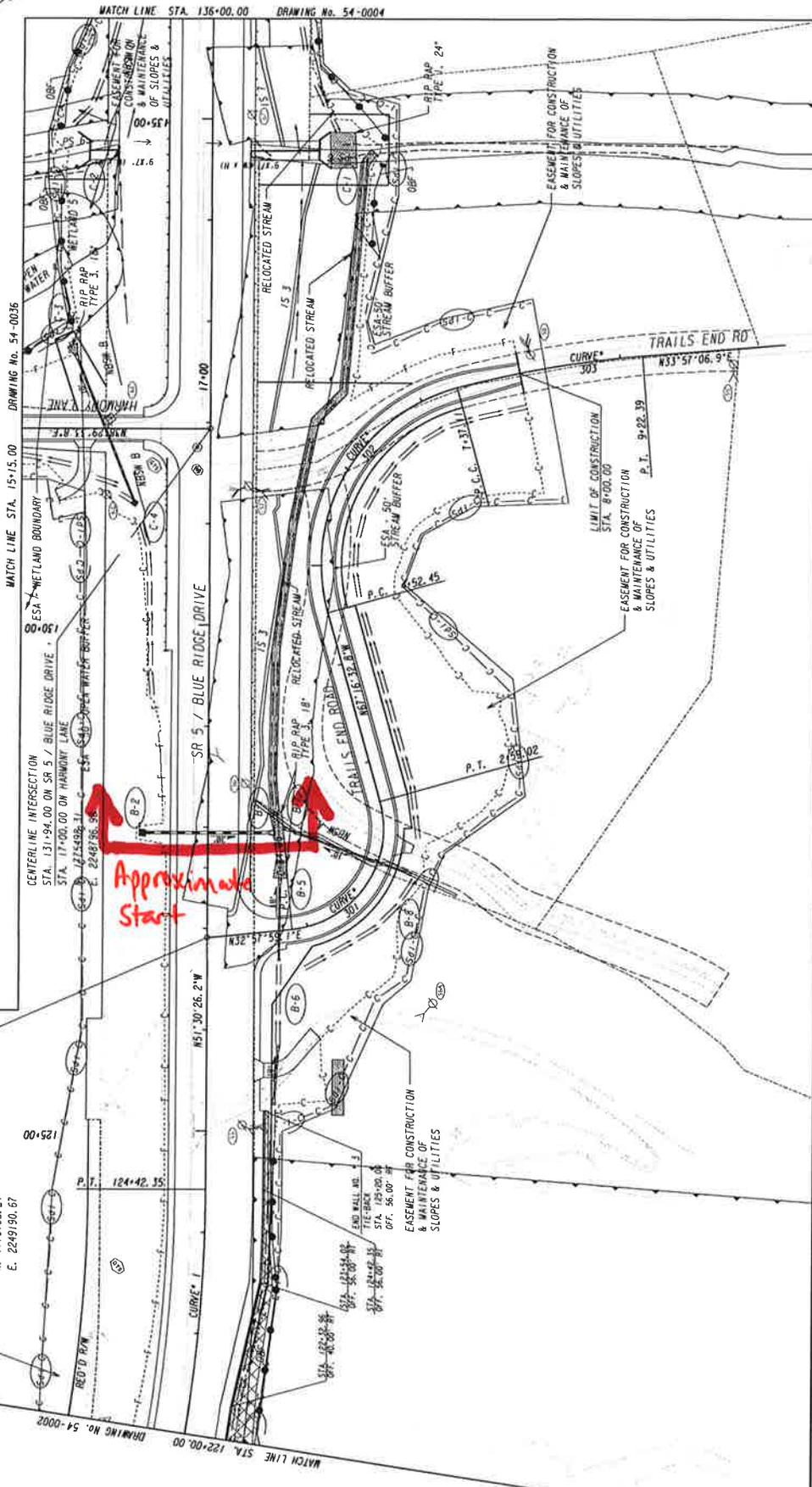

City Clerk Kelsey Ledford

Exhibit “A”



Approximate Start

EASEMENT FOR CONSTRUCTION & MAINTENANCE OF SLOPES & UTILITIES
 CENTERLINE INTERSECTION
 STA. 128+50.00 ON SR 5 / BLUE RIDGE DRIVE
 STA. 0+00.00 ON TRAILS END ROAD
 N. 1775.05, 24
 E. 2249.90, 67

MATCH LINE STA. 15+15.00 DRAWING NO. 54-0036

CENTERLINE INTERSECTION
 STA. 131+94.00 ON SR 5 / BLUE RIDGE DRIVE
 STA. 17+00.00 ON HAMMOND AVE
 N. 1255.05, 17
 E. 2248.75, 56

	PROGRAM DELIVERY		JACOBS SCALE IN FEET 0 50 100 200	REVISION DATES	BMP LOCATION DETAILS SR 5 / BLUE RIDGE DRIVE INITIAL STAGE
					54-0003

Exhibit “B”

Fannin County, GA

Log In

- Search
- Sales Search
- Sales List
- Results
- Comp Results
- Sales Results
- Report
- Soil Analysis
- More



Length: 11,972 feet
 Area: 143.6 acres
 Clear

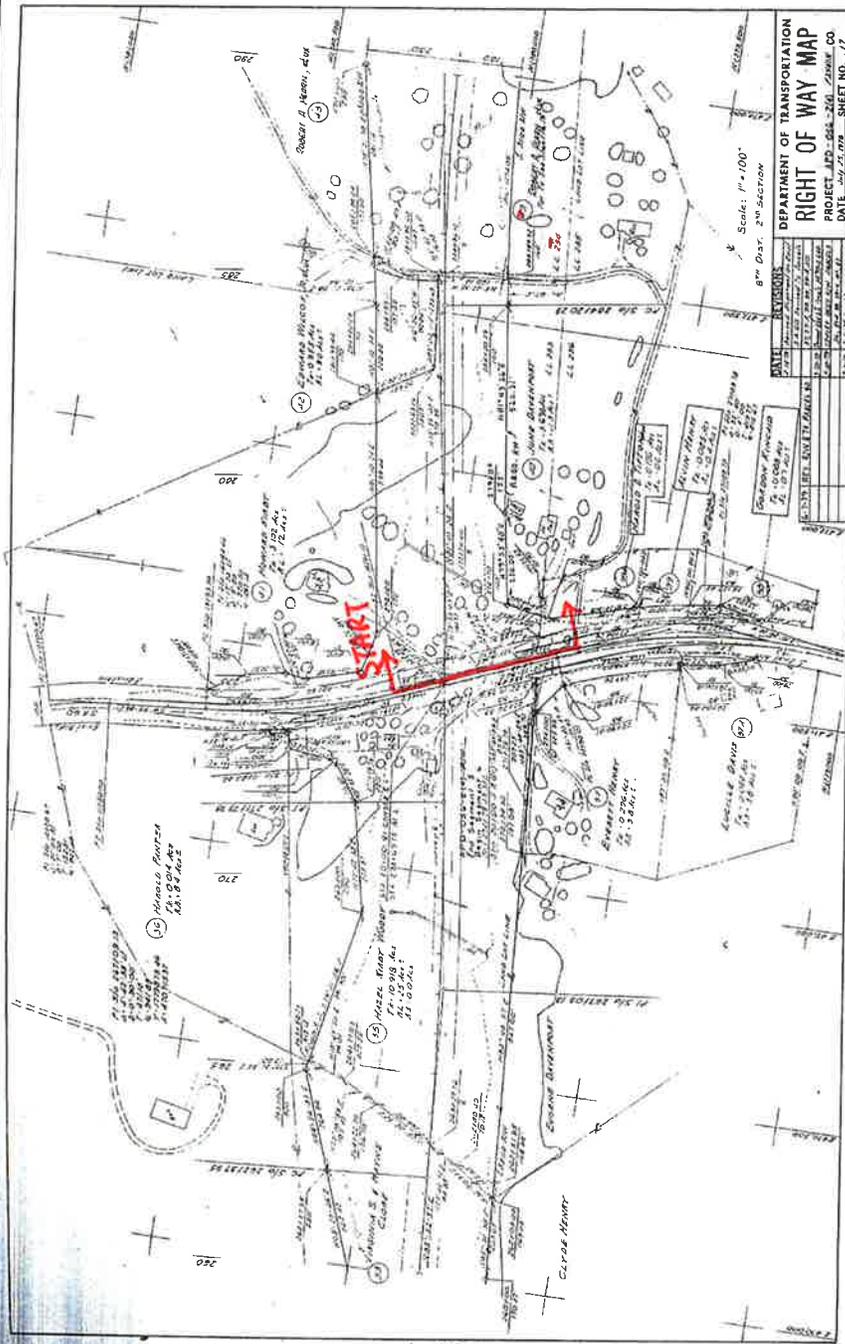
Last 2 Sales	Date	Price	Reason	Qual
	1/3/2017	\$425000	CC	U
	3/30/2009	\$250000	BS	U

Owner
 TERRA MADRE LLC
 76 FORGE MILL CROSSING
 MORGANTON GA 30560

Physical Address
 FORGE MILL CROSSING
 Fair Market Value \$562236

0031087A
 / Acct 4986
 Code Commercial
 District COUNTY
 2.94

2267381.70, 1781



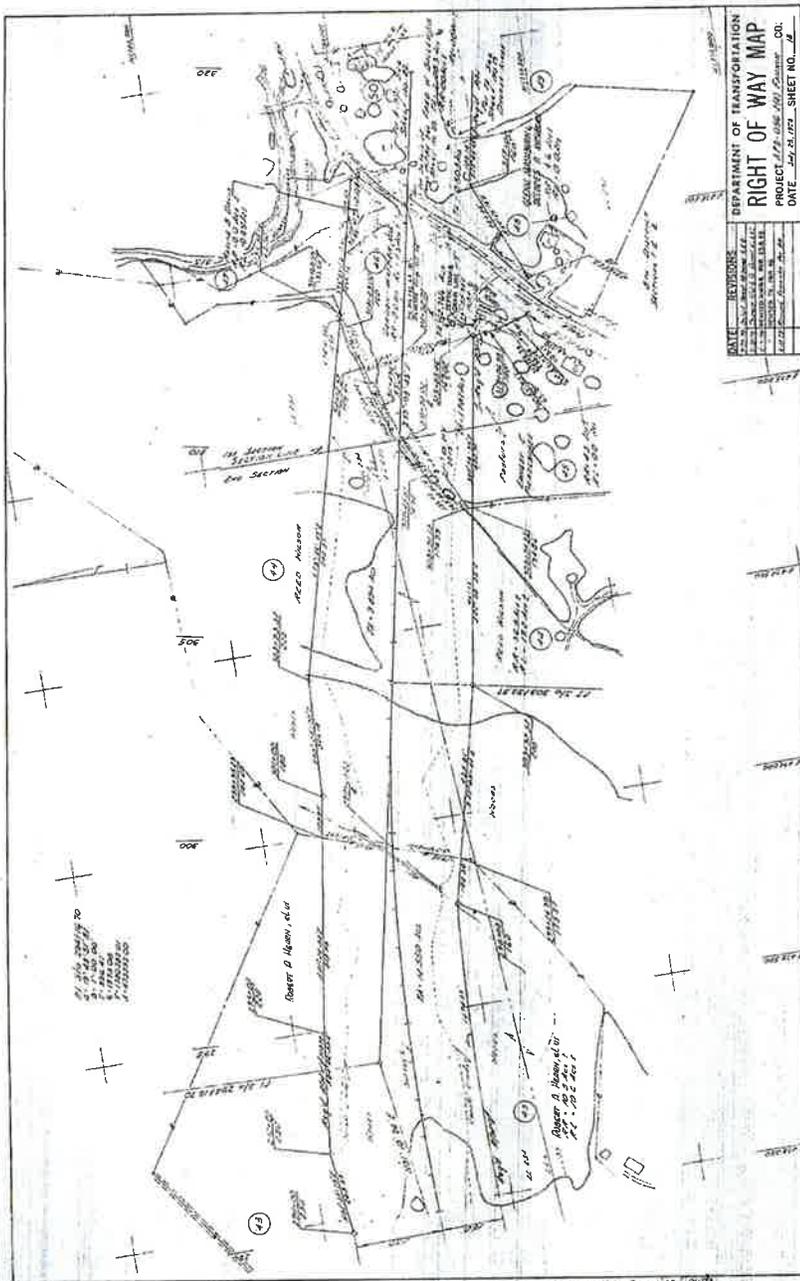
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
 PROJECT #170-554-210, ZIMMER CO
 DATE 2-22-1979 - SHEET NO. 22

NO.	DESCRIPTION	DATE
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Ontario, Linn County, Clerk's Office Superior Court
 Filed for Record... 2... day of Aug... 1979
 at 2:30 P.M. recorded Aug 2 1979
 Roger J. [Signature] Clerk

Baws
 239

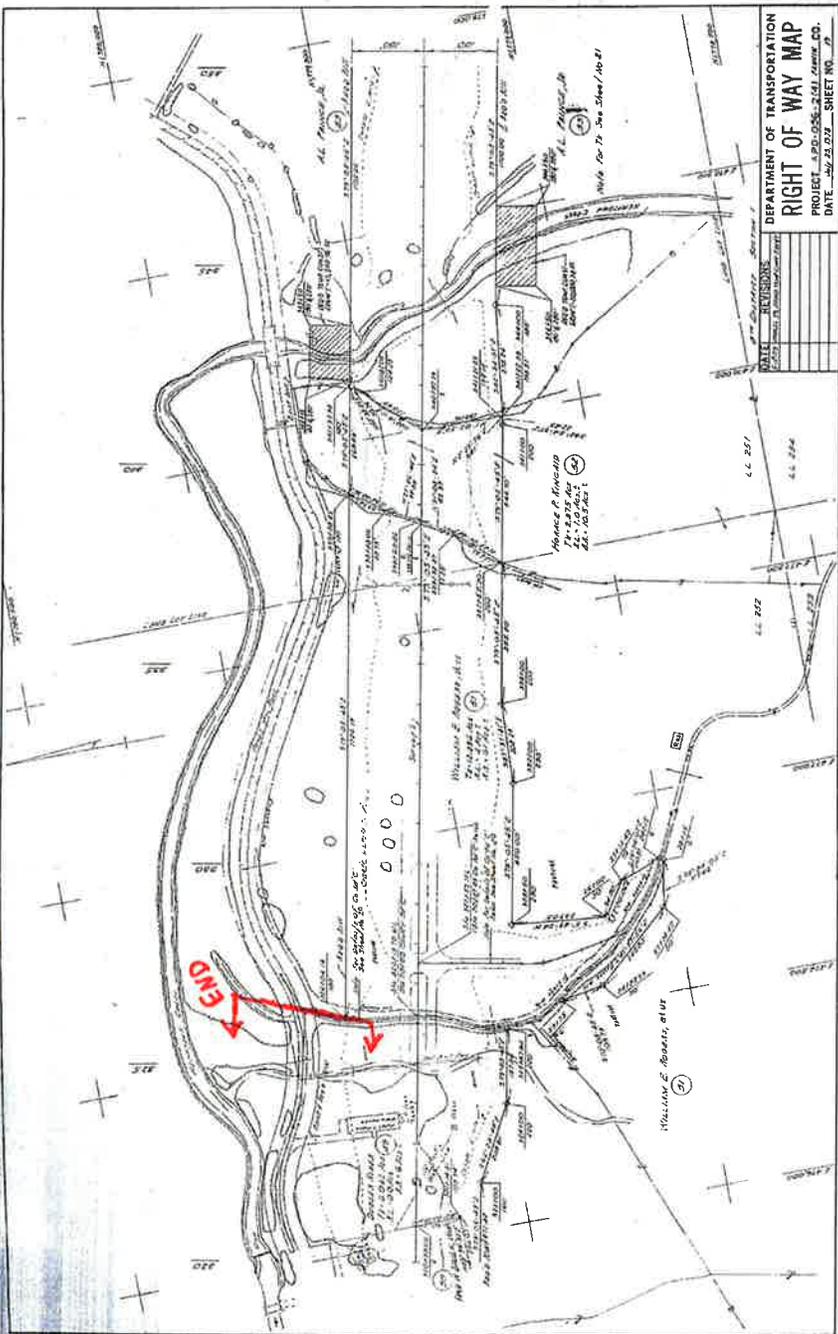
one
page



GEORGIA, Fannin County, Clerk's Office Superior Court
 Filed for Record 2 Aug. 1979.
 at 2:20 P.M. Aug. 2 1979.
 Roy W. Linder Clerk



BAW
BHE



DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT - PD-055-251 CANAL CO.
DATE - MAY 25, 1929 - SHEET NO. 79

3 P. 9
Aug. 17, 1929
Aug. 17, 1929
Rogers, Foster Clerk

Map of Department of Transportation
Project - PD-055-251 Canal Co.
Date - May 25, 1929 - Sheet No. 79

Change Order

No. 2

Date of Issuance: 1/30/2020

Effective Date: 1/30/2020

Project: CS 562/West Main St From CS 571/Depot St to CS 592/Mountain St	Owner: City of Blue Ridge, GA	Owner's Contract No.: PI 0010677
Contract: CS 562/West Main St From CS 571/Depot St to CS 592/Mountain St		Date of Contract: 8/20/2019
Contractor: Colwell Construction Company, Inc.		Engineer's Project No.: 160142

The Contract Documents are modified as follows upon execution of this Change Order:

Task Description:

- Contractor to re-pave and re-stripe a portion of the Faith Presbyterian Church parking lot as shown on the attached construction plan sheets. Contractor to ensure positive drainage out of the parking lot and onto West Main Street as originally intended.

The following items are added/removed to the contract quantities:

Item Description	Units	Quantity	Unit Price	Cost
CONC HEADER CURB	LF	30	\$34.79	\$1,043.70
RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE I, GP 1 OR BLEND 1, INCL BITUM MATL & H LIME	TN	72	\$142.00	\$10,224.00
			TOTAL	\$11,267.70

Attachments (list documents supporting change):

- Contractor estimate 1 for parking lot paving and header curb
- Updated drawings 13-003, and 26-003 showing described changes.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$576,254.99

Contract Price prior to this Change Order:

\$580,620.54

Increase of this Change Order:

\$11,267.70

Contract Price incorporating this Change Order:

\$591,888.24

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.

009463-1

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 1/30/2020

Approved by Funding Agency (if applicable):

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)

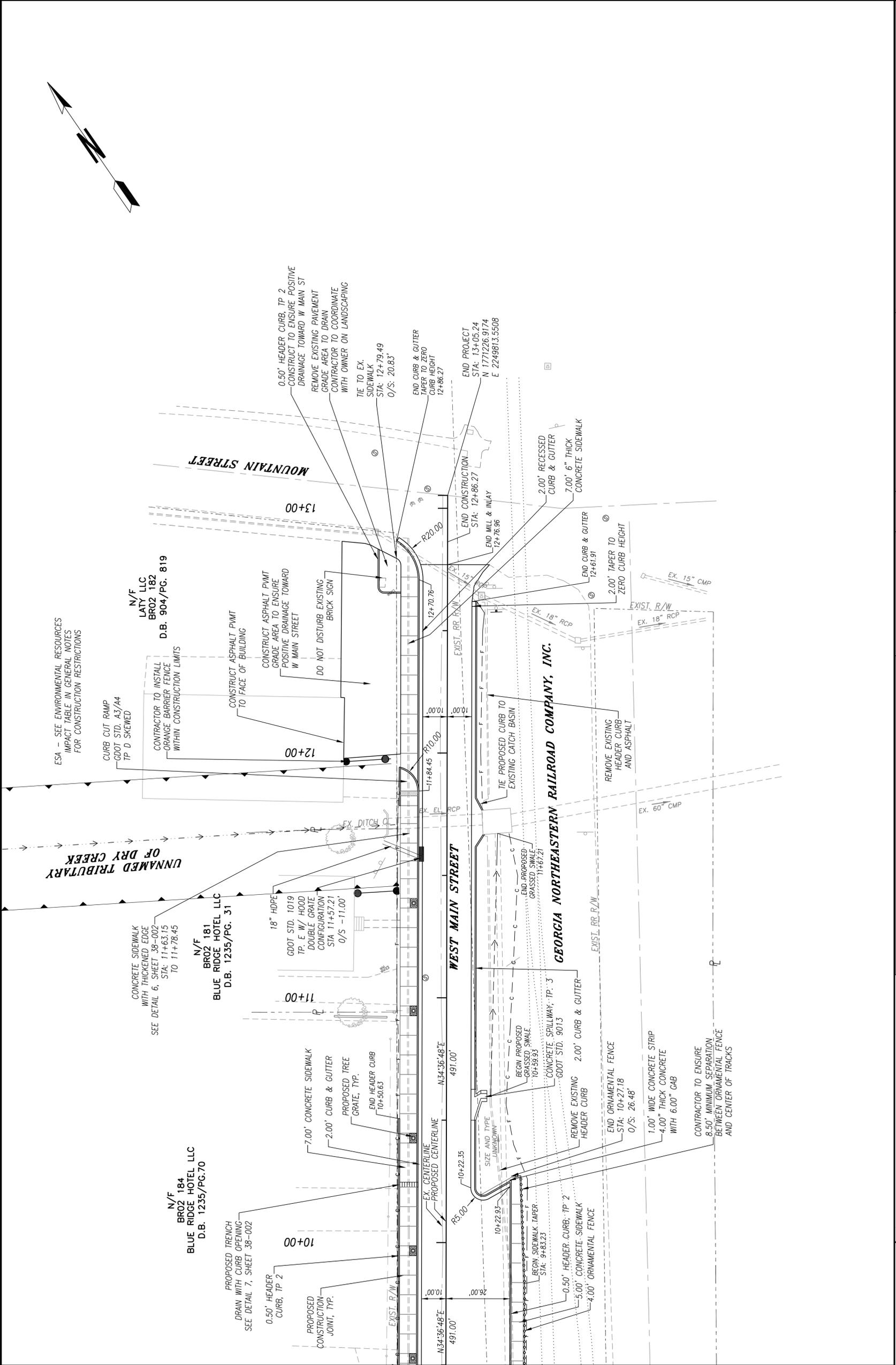
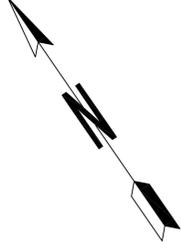
Date: 02/05/2020

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 01/31/2020

Date: _____



PROPERTY AND EXISTING R/W LINE -----E-----

REQUIRED R/W LINE -----F-----

CONSTRUCTION LIMITS -----C-----

EASEMENT FOR CONSTR -----S-----

EASEMENT FOR CONSTR OF SLOPES -----H-----

EASEMENT FOR CONSTR OF DRIVES -----D-----

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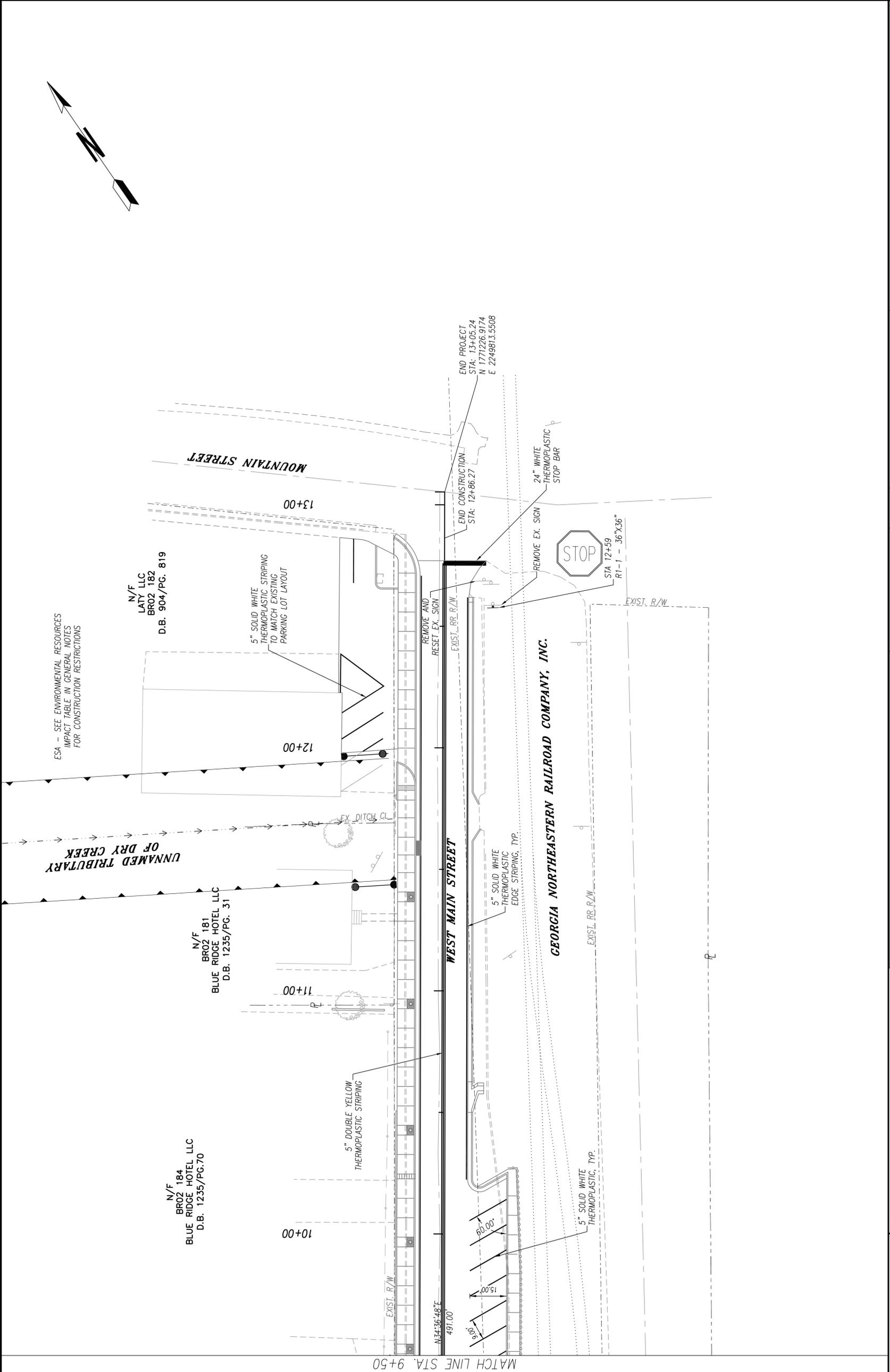
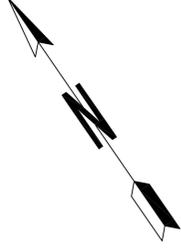
Keck & Wood, Inc.
 ENGINEERS, SURVEYORS
 PLANNERS
 3000 PREMIERE PARKWAY
 DUBLIN, GEORGIA 30097
 (678)417-4000 www.keckwood.com

DATE	REVISIONS
01/21/19	DRIVEWAY AT STA 11+04 HAS BEEN REMOVED
1/30/20	CHANGE ORDER #2

CITY OF BLUE RIDGE, GEORGIA
 CS 562/WEST MAIN ST FROM CS 571/
 DEPOT ST TO CS 592/MOUNTAIN ST

MAINLINE ROADWAY PLAN

DRAWING NO. 13-003



DATE	REVISIONS
01/21/19	DRIVEWAY AT STA 11+04 HAS BEEN REMOVED
1/30/20	CHANGE ORDER #2

CITY OF BLUE RIDGE, GEORGIA
CS 562/WEST MAIN ST FROM CS 571/ DEPOT ST TO CS 592/MOUNTAIN ST
SIGNING & MARKING PLAN

<p>0 20' 40' 60'</p> <p>SCALE: 1" = 20'</p>	<p>ENGINEERS, SURVEYORS PLANNERS</p> <p>Keck & Wood, Inc. 3000 PREMIERE PARKWAY DULUTH, GEORGIA 30097 (678)417-4000 www.keckwood.com</p>
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<p>BEGIN LIMIT OF ACCESS.....BLA</p> <p>END LIMIT OF ACCESS.....ELA</p> <p>LIMIT OF ACCESS.....</p> <p>REGD R/W AND LIMIT OF ACCESS.....</p>	<p>PROPERTY AND EXISTING R/W LINE</p> <p>REQUIRED R/W LINE</p> <p>CONSTRUCTION LIMITS</p> <p>EASEMENT FOR CONSTR</p> <p>& MAINTENANCE OF SLOPES</p> <p>EASEMENT FOR CONSTR OF DRIVES</p>
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Colwell Construction Company, Inc
 PO Box 850, Blairsville, GA 30514
 Office: 706.745.6239
 Fax: 706.745.9582

Established since 1950

JOB WORK ESTIMATE

DATE: January 28, 2019
 PROJECT: West Main Street Streetscape
 SA NUMBER REQUEST: 3
 CUSTOMER: City of Blue Ridge
 ADDRESS: 480 W. First Street
 CITY, STATE/ZIP CODE: Blue Ridge, GA 30513
 PHONE: 706.632.2091
 EMAIL: jstewart@cityofblueridgega.gov

ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICING
72	TONS	9.5mm surface course asphalt	\$142.00	\$10,224.00
30	LF	Concrete Header Curb	\$34.79	\$1,043.70
TOTAL ESTIMATE:				\$11,267.70

TERMS: DUE UPON COMPLETION

ALL PRICES EFFECTIVE: 01/28/19 TO 02/27/19
 THE ESTIMATE BEING CANCELED.

This is a unit price work estimate. The price can change if quantities increase or decrease.

CUSTOMER

BY SIGNING & MAILING OR FAXING BACK, THIS BECOMES A WORK ORDER. THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

COLWELL REPRESENTATIVE



City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
February 11, 2020 @ 5:00 p.m.

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

Absent: Council Member Harold Herndon

1) Call Meeting to Order:

Mayor Donna Whitener called the meeting to order. She mentioned that a quorum was not present at the time, so they would proceed to the items not requiring a vote until a quorum arrived.

2) Prayer and Pledge of Allegiance:

Council Member Robbie Cornelius 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 January 14, 2020 Council Meeting Minutes. The motion was seconded by Council Member Rhonda Haight. 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 personnel and replace it with land sale/acquisition. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

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

5) Bob Borgwat—Blue Ridge Trout Festival:

Mr. Bob Borgwat was not present for the meeting.

City of Blue Ridge

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

6) Bill Fleming—Spraying of Vegetation & Bike Lanes:

Mr. Bill Fleming discussed the negative effects that chemical spray has on bees and proposed the Mayor and Council change to non-chemical spray for the City.

7)

8)

9) Cesar Martinez—Monthly Blue Ridge Business Association & Downtown Development Authority Update:

Mr. Cesar Martinez announced that Fire & Ice will be this Saturday. There will be 23 ice sculptures and there are currently 19 chili contestants. He discussed the townhall meetings from February 5th and highlighted the main takeaways he noticed.

Council Member Nathan Fitts arrived just as Mr. Martinez closed his comments. The Mayor and Council then approved the previous meeting minutes and amended the agenda.

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

10) DOT MOU for Phase 2 & 3:

Council Member Nathan Fitts made a motion to approve the Memorandum of Understandings for phase 2 & 3 of the Department of Transportation Hwy 5 project (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

11) Credit Card Resolution:

Council Member Nathan Fitts made a motion to approve the Credit Card Resolution with Bank of America (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

12) 4-V Ranch Contract Renewal:

City Attorney James Balli informed the Council that the initial contract with 4-V Ranch had an auto renew clause for every two (2) years, but that since the Council initially approved the contract on a six (6) month trial basis that the Council should formally approve the contract with the full term as stated in the contract. Council Member Nathan Fitts made a motion to approve the contract as described by City Attorney James Balli. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

City of Blue Ridge

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

13) Tree City USA Board Appointment:

Mayor Donna Whitener announced that the Tree Board has recommended Ashley Hoopers to fill the vacancy left by Beverly Cox. Council Member Nathan Fitts made a motion to appoint Ms. Hoopers. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

14) Parking Agreement Addendum for Lots on Ada Street:

City Attorney James Balli introduced the addendum (attached) to the original agreement between Executive Parking Systems and Green Rocks, LLC and explained that the addendum would legally allow the City to receive a portion of the proceeds collected on the Ada Street lots owned by Green Rocks, LLC. After some discussion, Council Member Nathan Fitts made a motion to approve the addendum. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

Purchasing Approvals:

15) Johnson Paving Invoice No. 2720 (West Main Street): **P.O. NO. 28782**

Council Member Nathan Fitts made a motion to approve Invoice No. 2720 from Johnson Paving in the amount of \$5,800.00 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

16) Carter & Sloope Invoice No. 24060: **P.O. NO. 28783**

Council Member Nathan Fitts made a motion to approve Invoice No. 24060 from Carter & Sloope in the amount of \$5,240.10 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

17) Carter & Sloope Invoice No. 24059: **P.O. NO. 28784**

Council Member Nathan Fitts made a motion to approve Invoice No. 24059 additional services fee and consultants fee in the amount of \$9,407.91 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

18) Lance Invoices for Gravel: **P.O. NO. 28794**

Council Member Nathan Fitts made a motion to approve the Lance invoices for gravel in the amount of \$7,167.69 (attached). The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

City of Blue Ridge

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

19) Farmer's Market Quote: **P.O. NO. 28785**

Mayor Donna Whitener announced that the City would house a small museum at the Farmer's Market for the Historical Society, but that some renovations and repairs would be needed in order to house it properly. Zoning, Land Development and Project Manager Jeff Stewart explained the quote from David Allen and Sons in the amount of \$18,500.00 (attached). After some discussion, Council Member Nathan Fitts made a motion to approve the quote. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

20) North Georgia Grading Proposal (McKinney Street): **P.O. NO. 28786**

Council Member Rhonda Haight made a motion to approve the proposal from North Georgia Grading in the amount of \$14,760.41 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

21) Replacement of Deck and Wall Repair (East Main Street):

Mayor Donna Whitener provided photos (attached) of a proposed retaining wall and deck on East Main Street near the train depot. She has not yet received quotes but wanted to let the Council know that she has requested quotes and that the demolition of the deck will begin on Monday. Council Member Nathan Fitts made a motion to table the topic until quotes are obtained. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

Discussion Agenda Items (Items for discussion only):

22) Executive Session (if needed)—Land Sale/Acquisition:

Council Member Rhonda Haight made a motion to close the meeting for an executive session for the purpose of discussing land sale/acquisition. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. 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 3-0. Motion carried.

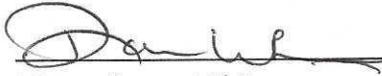
Mayor Donna Whitener announced that no decisions were made at this time.

City of Blue Ridge

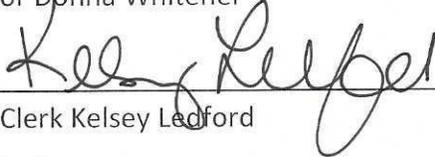
480 West First Street • Blue Ridge, Georgia • (706) 632-2091

23) Adjournment:

Council Member Rhonda Haight made a motion to adjourn the meeting. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford

March 10, 2020

Approved



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 09, 2019

On May 14, 2018 a recommendation was adopted by the Georgia Department of Transportation to classify P.I. 621340 Fannin – SR 5 Widening as a Public Interest Determination (P.I.D.) project therefore allocating funding for utility relocations for participating utility companies.

On June 07, 2018 a Memorandum of Understanding (M.O.U.) was sent to all utility companies found to have facilities within the project boundaries for review and P.I.D. consideration. Our records indicate that your company chose to OPT IN to the P.I.D. program for PI 621340 by your signed and executed M.O.U.

In September 2019 a determination by the Georgia Department of Transportations was made to split P.I. 621340 into three (3) phases with three (3) separate Project Identification numbers as outlined below:

- Phase 1 (P.I. 0017038) - SR 5 Widening / Wash Wilson Road to Old Flowers Road
- Phase 2 (P.I. 0017039) – SR 5 Widening / Pineview Lane to Wash Wilson Road
- Phase 3 (P.I. 0017040) – SR 5 Widening / SR 515 to Pineview Lane

Georgia Department of Transportation policy requires that a signed and executed Memorandum of Understanding from all participating utility companies be obtained specific to each project identification number. Our records indicate that the City of Blue Ridge Water has existing facilities that have been found to be in-conflict with the scope of work for P.I. 0017039 and will require relocation. Attached is the Memorandum of Understanding specific to P.I. 0017039 for your review. If the City of Blue Ridge Water chooses to allow their facilities to be relocated through GDOT contract and paid for by the Department, please submit three (3) signed and dated blue ink copies of the attached M.O.U. to this office. Once the signed copies have been executed this M.O.U. will supersede the original P.I. 621340 agreement currently on file. A copy of this executed M.O.U. will be mailed back to you for your records.

Please mail three (3) signed and dated copies of the attached M.O.U. to the address below:

Georgia Department of Transportation
attn: Kipp Champion
30 Great Valley Pkwy
White, Ga. 30184

Thanks -Kipp Champion

Georgia DOT Project: N/A
GDOT P.I. 0017039

**PUBLIC INTEREST DETERMINATION
MEMORANDUM OF UNDERSTANDING**

between the
Georgia Department of Transportation (hereafter the **DEPARTMENT**)
and
City of Blue Ridge (Water) (hereafter the **OWNER**)

Whereas the DEPARTMENT proposes to undertake a project hereafter referred to as **PROJECT** to widen SR 5 from Pineview Lane to Wash Wilson Rd in Fannin County, Georgia by contract through competitive bidding procedures; and,

Whereas, where OWNER has property rights ("Prior Rights") at the location of the **PROJECT**, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or utility facility, at the location of the **PROJECT**; and

Whereas, **OWNER** acknowledges that, generally, absent a showing of prior rights or a compensable property interest, the costs of relocation, protection, removal, or adjustment performed by **OWNER** shall be borne by **OWNER**; and

Whereas, pursuant to O.C.G.A. § 32-6-170(b), **DEPARTMENT** is authorized to pay or participate in the payment of the costs of relocation, protection, or adjustment of **OWNER'S** facilities where **DEPARTMENT** has made the determination that (i) such payments are in the best interest of the public and necessary in order to expedite the staging of the **PROJECT**; and (ii) the costs of the removal, relocation, protection, or adjustment of such facilities are included as part of the Contract between the **DEPARTMENT** and the **DEPARTMENT'S** highway contractor for the **PROJECT**; and;

1. Type of Utility

OWNER has the following utility facilities which may need to be adjusted or relocated as a result of the proposed **PROJECT**:

Type of facility or facilities of **OWNER**:

- Domestic water mains and distribution lines and associated appurtenances
- Sanitary Sewer facilities and/or Storm Drainage System
- Electrical Distribution (overhead and underground) wires, poles, etc.
- Electrical Transmission (overhead and underground) wires, poles, etc.
- Natural Gas Distribution Facilities (underground)
- Natural Gas Transmission Facilities (underground)
- Petroleum Pipeline (underground)
- Telecommunications facilities and equipment
- Cable TV facilities
- Street Lighting
- Internet Data Service
- Other Facilities (Description) _____

2. New Utility Facilities Proposed (Betterment)

OWNER desires the following to be installed as new additional facilities within the **PROJECT**.

Insert here or attach a detailed description of proposed new additional utility installations:

Upgrade of existing 6" & smaller PVC (and other material) water mains to 12"/10" ductile iron and 6" PVC water mains as shown on the proposed utility plans.

3. Installation

OWNER desires the following to be installed by the **DEPARTMENT** as part of the **PROJECT**. Installation of additional required facilities, appurtenances, etc. as required by the **PROJECT** shall be installed by the **OWNER**.

Insert here or attach a detailed description of proposed utility installations:

Installation of proposed 12"/10" ductile iron and 6" PVC water mains from the HWY 515 intersection to the end of the City's main.

4. Assignment of Responsibilities for Design and Construction

This MEMORANDUM OF UNDERSTANDING and the following shall serve as a *basis* for assignment of responsibilities and costs for the **DEPARTMENT** to enter into a Standard Utility Agreement (SUA) or Contract Item Agreement (CIA), if necessary, with **OWNER** prior to the award of the **PROJECT**.

OWNER hereby intends to:

A. **OWNER**, at the **DEPARTMENT'S** cost, will provide the following services for the properties for which it has established prior rights (check to signify):

Design _____
 Construction _____
 Include Work in the Roadway Contract _____

B. **OWNER**, for any removal, relocation, protection, or adjustments that do not have prior rights will allow their facilities to be placed into the **DEPARTMENT'S** contract for the following services pursuant to O.C.G.A. § 32-6-170(b). The **DEPARTMENT** will add the removal, relocation, protection, or adjustment costs to the overall **PROJECT's** cost. The **OWNER** will be responsible for all design work cost (check to signify):

Construction X

C. **OWNER**, at **OWNER'S** cost, will provide the following services (check to signify):

Design X
 Construction _____

The following is hereby mutually agreed to and understood by both parties:

1. The identification of existing utility facilities including preparation of Overhead/Subsurface Utility Engineering (SUE) investigations plans will be accomplished by the **DEPARTMENT** prior to award of the **PROJECT**.
2. The preliminary engineering, including preparation of detailed plans and contract estimate for the required Water items will be accomplished by the **OWNER** and the cost of which will be the responsibility of the **OWNER** where prior rights have not been established or of the **DEPARTMENT** where prior rights have been established. The plans shall provide for adjustment or relocation of the **OWNER'S** facilities in accordance with the **DEPARTMENT'S** standard pay items and procedures for including such items in the **PROJECT** contract. In cases of discrepancy, the governing descending order will be as follows: (1) Special Provisions, (2) **PROJECT** Plans (prepared by **OWNER** or **OWNER'S** Consultant) including Special Plan Details, (3) Supplemental Specifications, (4) Standard Plans including **DEPARTMENT** Standard Construction Details, (5) Standard Specifications. The **OWNER'S** standard details should be labeled as "Special Plan Details" and included immediately in sequence behind the **OWNER'S** plans to avoid confusion with the **DEPARTMENT'S** Standard Plans and Standard Construction Details. The **OWNER** shall provide plans using the **DEPARTMENT'S** title block design and in MicroStation file format, and, if requested, as PDF files.
3. The plans and estimate shall be subject to approval by both the **DEPARTMENT** and **OWNER** prior to advertising for bids.
4. All work necessary for the adjustment or relocation of the described facilities in accordance with the final plans when approved shall be included in the highway contract and let to bid by the **DEPARTMENT**.
5. All construction engineering and contract supervision shall be the responsibility of the **DEPARTMENT** to ensure that all utility work included in the **PROJECT** is accomplished in accordance with the **PROJECT's** plans and specifications. The **DEPARTMENT** will consult with the **OWNER** before authorizing any changes or deviations which affect the **OWNER's** facility.
6. For Utility work included in the **PROJECT** contract, the **OWNER** and **OWNER'S** Consultant shall have the right to visit and inspect the work at any time and advise the **DEPARTMENT'S** Engineer of any observed discrepancies or potential problems. For certain products, assemblies and materials certification, the **OWNER** and **OWNER'S** Consultant shall provide the **DEPARTMENT** assistance for certification of the work. The **DEPARTMENT** agrees to notify the **OWNER** when all utility work is complete and ready for final inspection and invite the **OWNER** to attend the final inspection or provide a corrections list to the **DEPARTMENT** prior to the final inspection.
7. After award of the highway contract, the **OWNER** will continue to maintain its facilities until adjustment or relocation begins on any segment of the facilities. Once adjustment or relocation begins on a segment of the facilities, the **DEPARTMENT** or its contractor will be responsible for the maintenance of the adjusted or relocated facilities until final acceptance is made for the work.
8. Upon maintenance acceptance or final acceptance of the work and upon certification by the **DEPARTMENT'S** engineers and the **OWNER** that the work has been completed in accordance with the plans and specifications, the **OWNER** will accept the adjusted or relocated facilities and will thereafter operate and maintain said facilities without further cost to the **DEPARTMENT** and its contractor.
9. A determination of payment due the **DEPARTMENT** shall be in accordance with a separate Contract Item Agreement to be executed prior to award of the highway **PROJECT**.

10. The **DEPARTMENT** and **OWNER** agree that all matters will be governed by the **DEPARTMENT'S** Utility Accommodation Policy and Standards Manual, current edition. It is contemplated by the **DEPARTMENT** and **OWNER** that a Contract Item Agreement or Standard Utility Agreement executed by both parties would supersede this memorandum.

APPROVED FOR THE OWNER BY:


(Signature)

02.11.2020
(Date)

Mayor
(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

STATE UTILITIES ADMINISTRATOR

Contract Item Agreement Required Yes No
Preliminary Engineering Agreement Required Yes No



Russell R. McMurry, P.E.,
Commissioner
One Georgia Center
600 West Peachtree Street, NW
Atlanta, GA 30308
(404) 631-1000 Main Office

December 09, 2019

On May 14, 2018 a recommendation was adopted by the Georgia Department of Transportation to classify P.I. 621340 Fannin – SR 5 Widening as a Public Interest Determination (P.I.D.) project therefore allocating funding for utility relocations for participating utility companies.

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Please mail three (3) signed and dated copies of the attached M.O.U. to the address below:

Georgia Department of Transportation
attn: Kipp Champion
30 Great Valley Pkwy
White, Ga. 30184

Thanks -Kipp Champion

Georgia DOT Project: N/A
GDOT P.I. 0017040

**PUBLIC INTEREST DETERMINATION
MEMORANDUM OF UNDERSTANDING**

between the
Georgia Department of Transportation (hereafter the **DEPARTMENT**)
and
City of Blue Ridge (Water) (hereafter the **OWNER**)

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Whereas, where OWNER has property rights ("Prior Rights") at the location of the **PROJECT**, OWNER will provide written evidence as to said prior rights within the area and will provide written documentation of prior rights relating to any individual crossing or utility facility, at the location of the **PROJECT**; and

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Construction _____
Include Work in the Roadway Contract _____

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Design X
Construction _____

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6. For Utility work included in the **PROJECT** contract, the **OWNER** and **OWNER'S** Consultant shall have the right to visit and inspect the work at any time and advise the **DEPARTMENT'S** Engineer of any observed discrepancies or potential problems. For certain products, assemblies and materials certification, the **OWNER** and **OWNER'S** Consultant shall provide the **DEPARTMENT** assistance for certification of the work. The **DEPARTMENT** agrees to notify the **OWNER** when all utility work is complete and ready for final inspection and invite the **OWNER** to attend the final inspection or provide a corrections list to the **DEPARTMENT** prior to the final inspection.
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APPROVED FOR THE OWNER BY:



(Signature)

02.11.2020

(Date)

Mayor

(Title)

APPROVED FOR THE DEPARTMENT BY:

(Signature)

(Date)

STATE UTILITIES ADMINISTRATOR

Contract Item Agreement Required Yes No
Preliminary Engineering Agreement Required Yes No

**State of Georgia
Bank of America
Purchasing Card
Application**

Bank of America



STATE OF GEORGIA / BANK OF AMERICA VISA PURCHASING CARD APPLICATION

Does your Organization currently bank with Bank of America? Yes No

Organization Information (Please type or print):

Name of Organization (As it will appear on card): Limit 24 spaces:

C | I | T | Y | | O | F | | B | L | U | E | | R | I | D | G | E | | | | | | | | | |

Organization Legal Name City of Blue Ridge
Street Address 480 West First Street
City/State/Zip Blue Ridge Tax ID # 58-6011380
Business Phone 706-632-2091 No. of Employees _____

Type of Organization: Community College _____ Special District (type) _____
Municipality District School Board _____ Other (specify) _____
County _____ County Constitutional Office (specify) _____

Program Administrator(s): (attach additional list if necessary)

Name Alicia Stewart Title Finance Director

Business Address 480 West First Street

City Blue Ridge State GA Zip 30513 Business Phone 706-632-2091

E-mail address astewart@cityofblueridgega.gov Fax number 706-946-3288

Name Donna Whitener Title Mayor

Business Address 480 West First St

City Blue Ridge State GA Zip 30513 Business Phone 706-632-2091

E-mail address dwhitener@cityofblueridgega.gov Fax number 706-946-3288

Program Information:

1. What is the total dollar amount of your annual purchases under \$5,000? \$1,156,456
2. What is your projected annual spending volume with the Purchasing Card (total)? \$10,000
3. What is your average small dollar purchase amount (for use as a guideline)? \$850
4. What types of purchases do you plan to use the Purchasing Card for (travel, office supplies, etc.)? travel
5. How many cards do you anticipate initially? 4 At full implementation? 6
6. When do you plan to implement a Purchasing Card program (target date)? immediately

Planned Reporting Method:

Planned Payment Method:

- EDI
- Statement Billing (ASCII File)
- InfoSpan 2.0
- Paper

- ACH Credit
- ACH Debit
- Wire Transfer

Signature and Authorization:

The Organization named above (the "Organization"), by the signature of its authorized officer or employee below, requests that a Visa Purchasing Card account be established by Bank of America, N.A. USA in the name of the Organization, and that Visa Purchasing Cards be issued to the representatives of the Organization as the Organization designates from time to time. The Organization agrees to be liable for transactions made on the account, and shall pay Bank of America, N.A. USA the account charges in accordance with Bank of America's response to the State of Georgia's RFP #SWC 40300-224-000000029 and amendments which may be added from time to time (the "Agreement"). The Organization hereby acknowledges receipt of a copy of the Agreement. The Organization understands that its participation in the Purchasing Card Program may be immediately terminated if it fails to make timely payments hereunder. If Agreement should terminate, Bank of America may, at its option, upon notice to the Organization, terminate Organization's account or issue new terms for the account. I hereby certify that I am authorized to sign this application for the Bank of America Purchasing Card Program and to contractually bind the Organization to all terms and conditions found herein, without limitation, for the duration of the said contract.

Name (print): Donna Whitener Title: Mayor
Signature: _____ Organization: City of Blue Ridge, Georgia
Date: 02/11/2020

TO ENSURE PROMPT PROCESSING, CONFIRM THAT THE FOLLOWING IS PROVIDED:

- 4 Complete Application:** Complete all sections of the Application including Signature(s) and Authorization and Resolution.
- 4 Financial Statements:** Enclose the three most recent years audited financial statements or three most recent years tax returns (if applicable).
- 4 Submit the completed Application, along with required documentation to:**

Bank of America
Eric Melson
Public Sector Banking
Mailstop GA1-006-06-73
600 Peachtree ST NE
Atlanta, GA 30308

For questions about this application contact Eric Melson at (404) 607-5251
Email eric.melson@baml.com

Resolution

Legal Name of Organization City of Blue Ridge

Headquarters Address 480 West First Street

City/State/Zip Blue Ridge, Georgia 30513

I, Kelsey Ledford, Secretary of the above-named organization (the "Organization") do hereby certify that I am the keeper of the records, corporate seal and minutes of the proceedings of the governing board of the Organization (the "Board"); that on the 11th of February, 2020, a meeting of the said Board was held in accordance with the laws of Georgia and Bylaws of the Organization, that a quorum of Board members was present, and the following resolutions were duly and legally passed:

Copy of Resolutions:

Be it Resolved, that the following officers and/or employees:

Title	Name
<u>Mayor</u>	<u>Donna Whitener</u>

of the Organization (the "Designees"), or any _____ of them be and they/he hereby are/is authorized for and on behalf of and in the name of the Organization, for such time, at such interest rates, and on such other terms and conditions as are deemed expedient by the Designees to negotiate and procure credit from Bank of America, N.A. ("Bank of America") on VISA Purchasing card(s), to designate the officer(s) or employee(s) to receive Purchasing card(s), and to execute the application and provide any other documents or information required by Bank of America as a requirement of issuing such Purchasing card(s). The authority herein given and the designation of officer(s) or employee(s) shall remain irrevocable as far as Bank of America is concerned until Bank of America is notified in writing of the revocation of such authority and shall have acknowledged in writing receipt of such notification.

Be it Further resolved, that such Purchasing cards, the debt created by their use and any security interest pertaining to that debt, issued to designated officer(s) or employee(s) of the Organization shall represent legal and binding obligations of the Organization; and that Bank of America is hereby authorized and directed to pay the proceeds of any such credit without the necessity to look to the use of the credit or of the account, whether such account is opened or maintained by the Designees, or others as designated by the Designees, in their individual capacities or not, and whether funds from the use of such accounts are deposited to the individual credit of, or used for the individual credit of, or used for the individual purposes of, the Designees, or others designated by the Designees, or not.

Be it Further Resolved, the Corporation shall indemnify and hold harmless Bank of America from any claim, loss, cost, damage, liability or expense arising out of its actions in reliance on this Resolution.

I Hereby Further Certify that the seal affixed hereto is the Seal of the Organization; that the individuals named above are the duly elected incumbents of the respective offices of the Organization set forth opposite their respective names; and that the signatures set opposite their respective titles are the genuine, original signatures of each respectively:

(Please supply genuine signatures hereunder)

Title	Name (printed or typed)	Specimen Signature
<u>Mayor</u>	<u>Donna Whitener</u>	_____
_____	_____	_____
_____	_____	_____

I have hereunto affixed my name as secretary and have caused the Seal of the Organization to be affixed this _____ day of _____, 20_____.

(Secretary)

**ADDENDUM "A" TO AGREEMENT FOR
PARKING MANAGEMENT SERVICE**

This Addendum is to that certain Agreement for Parking Management Service ("Agreement") dated November 1, 2019 between Executive Parking Systems, Inc. ("EPS") and Green Rocks, LLC ("Green Rocks") to provide parking management services to the parking lot located at 51 Ada Street, Blue Ridge, Georgia 30513 ("Parking Lot").

1.

The City of Blue Ridge, Georgia ("City") shall be considered to be a Party to the Agreement for the purposes of the terms set forth herein.

2.

The City duties under the Agreement shall be to perform such grading and surfacing of the Parking Lot with "crush and run" or the like so as to make the Parking Lot suitable for the parking of vehicles of the visitors or citizens of the City. Green Rocks expressly provides permission for the City to enter upon the Parking Lot and conduct these improvements.

3.

In exchange for the above, and during the entire term of this Agreement, EPS shall monthly tender forty percent (40%) of the Net Operating Income of the Parking Lot to the City ("City Percentage"). Upon request, the City shall be provided an accounting of how the City Percentage is calculated. Green Rocks expressly waives any right to any of the City Percentage.

4.

EPS shall name the City as an "additional insured" for the insurance set forth in Paragraph 8 of the Agreement. The City shall have no duty to monitor or otherwise supervise any of the services set forth in the Agreement.

5.

To the extent any provision set forth in this Addendum conflicts with any provision set forth in the Agreement, the terms of this Addendum shall govern.

This _____ day of February, 2020.

GREEN ROCKS, LLC

By:

Its:

EXECUTIVE PARKING SYSTEMS, INC.

By:

Its:

CITY OF BLUE RIDGE, GEORGIA

By: Donna Whitener, Its: Mayor

Approved as to Form:

By: James A. Balli, City Attorney

01684552-1



INVOICE

INVOICE NO
2720

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

SHIP TO City of Blue Ridge--2020--

ACCOUNT NO	TERMS	INVOICE DATE	PAGE
COBR	COD	1/7/2020	1

DESCRIPTION	UNIT PRICE	EXTENDED
Set concrete pipe, set headwall, demoliton and clean-up. All work completed on West Main street	5,800.00	5,800.00

TOTAL AMOUNT 5,800.00

PAYMENT IS DUE UPON RECEIPT

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

January 2, 2020
C&S Project No: B7970.018
Invoice No: 24060

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

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued monitoring of metals (copper and mercury) and temperature based on EPD requirements and discussions with City staff about options for addressing temperature limits.

Engineering Services from September 22, 2019 to December 31, 2019

Task	001	Preliminary			
Professional Personnel					
			Hours	Rate	Amount
			Principal III	5.75	225.00
			Senior Professional Engineer II	1.25	175.00
			Project Engineer I	10.25	100.00
			Project Engineer III	.25	120.00
			Totals	17.50	2,567.50
			Total Labor		2,567.50
				Total this Task	\$2,567.50

Task	999	Reimbursable Expenses			
Consultants					
			Pace Analytical Services, LLC		2,672.60
			Total Consultants		2,672.60
				Total this Task	\$2,672.60
				Total this Invoice	\$5,240.10

Please contact me if you have any questions or comments.

Sincerely,

Matt Smith, P.E.

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

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

January 2, 2020
Project No: B7970.012
Invoice No: 24059

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

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued contract administration and construction review and project close-out. Also included are consultant charges for sewer video inspection and additional engineering services for environmental clearance for additional work area (gravity sewer rehab), cost estimate for the work, coordination of survey, review of sewer video, rehab recommendations, and DBE annual report for GEFA.

Engineering Services from September 22, 2019 to December 31, 2019

Fee

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

Additional Services

	Hours	Rate	Amount
Principal III	11.00	225.00	2,475.00
Project Engineer I	2.25	100.00	225.00
Project Engineer V	3.00	140.00	420.00
Totals	16.25		3,120.00
Total Labor			3,120.00

Consultants

Townley Construction Company, Inc.	6,287.91
Total Consultants	6,287.91

Total this Invoice \$9,407.91

Project	B7970.012	Trackside Lane Sewage PS(Task Release 3)	Invoice	24059
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Please contact me if you have any questions or comments.

Sincerely,



Matt Smith, P.E.

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

PURCHASE ORDER

DATE _____

28794

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

TO Lance

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

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

QUANTITY	UNIT	STOCK NO.	DESCRIPTION	PRICE	UNIT	AMOUNT
			Gravel for West Main Storm Drain Proj.			7,167.09
		INV 155404		2470.37		
		155405		1,892.43		
		155406		389.58		
		155407		2,409.31		

ACKNOWLEDGE ORDER AND STATE WHEN YOU WILL SHIP.

REQ. [Signature]
PA. _____

DAVID ALLEN & SONS

01/24/2020

Repair BASE plates & ReAnchor 20 Columns

Repair 2 Set Roof Rods

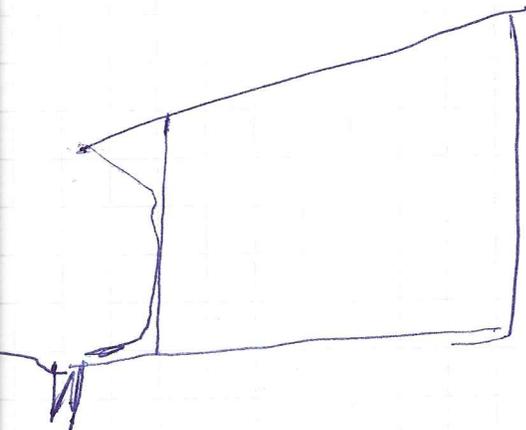
Repair 12 Apert frames

REPAIR 3 Roof Purging

Secure 10 Roof sheets

100 ft Rake Trim

\$18,500.00



North Georgia Grading

5202 Waleska Hwy 108 Jasper, Georgia 30143
Office 678-454-1260 Cell 678-986-4540 Fax 678-454-1117
Leisa@northgeorgiagrading.com

Proposal

1/14/2020

Project:

Twins Carwash
Hwy 515 and McKinney Rd
Blue Ridge Ga

Existing storm remediation

Excavate existing manhole, cut and lower , new invert, place 1 vf riser and new top.				\$4,850.00
24" CMP	45	lf	\$39.16	\$1,762.41
Pipe crew	3	days	\$2,500.00	\$7,500.00
89 Stone bedding	18	ton	\$36.00	\$648.00
			Total	\$14,760.41

* Repair existing storm line where existing pipe was crushed when water main was originally installed.

Please sign and return upon _____



BEFORE



AFTER



BEFORE



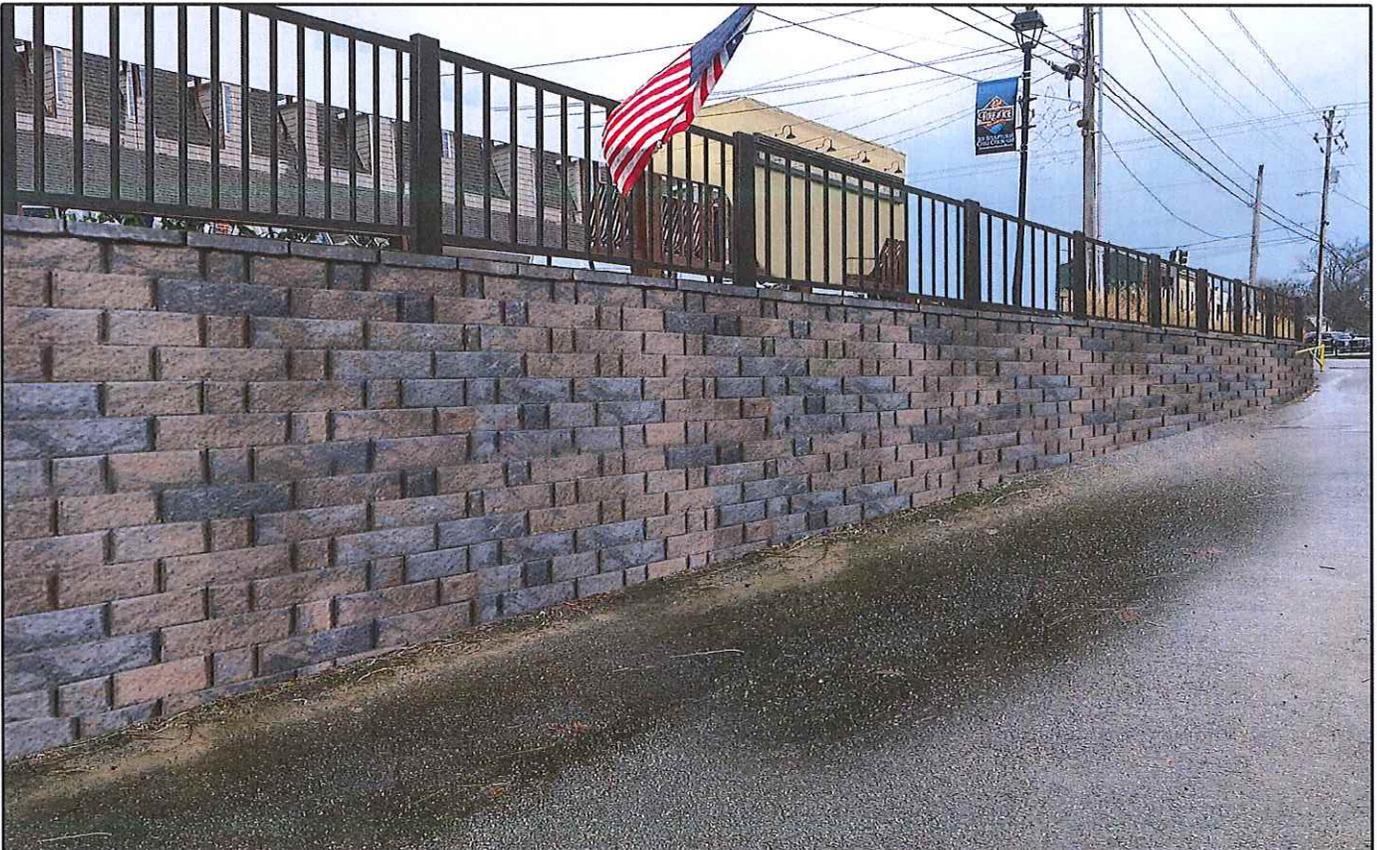
AFTER



BEFORE



AFTER



City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
February 21, 2020 at 5:00 p.m.

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

Absent: Council Member Harold Herndon

1) Call Meeting to Order:

Mayor Donna Whitener called the meeting to order.

2) Charter Resolution:

City Attorney James Balli presented the Charter Resolution (attached). He explained that the City has some local authority over changes to its charter. However, some changes must be approved by the General Assembly, like elections, as the proposed resolution contains. He summarized the resolution and explained that it contained changes for staggered terms and vacancy's that can be appointed by the Council.

Council Member Nathan Fitts discussed how he liked the idea of staggered terms, but it would mean holding more elections. This would cost more money and he questioned if it would be worth the cost. Council Member Rhonda Haight stated that an election should cost \$4,000-5,000, but that due to legal issues the last few elections have cost far more than normal. There was continued discussion about filling vacancies and Council Member Nathan Fitts asked if the Mayor could just fill the vacancy. City Attorney James Balli then clarified his intent for that particular section of the resolution, being that the Mayor could not fill the vacancy because in the instance of a tie, she would need to remain in her role as Mayor to be the tie breaking vote.

Council Member Robbie Cornelius made a motion to adopt the proposed Charter Resolution. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

City of Blue Ridge

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

3) Hotel Motel Resolution:

The Mayor and Council were presented with a resolution to increase the Hotel Motel Excise Tax to eight percent (8%) (attached). The Mayor explained that the City could give the DDA the first three percent (3%) but that the remaining tax would be restricted, and that the City would have to spend it towards tourism. City Attorney James Balli confirmed that the City would address any rentals booked prior to the resolution being in effect but not taking place until in the enacting resolution/ordinance. Council Member Nathan Fitts made a motion to adopt the Hotel Motel Resolution. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

4) UGA Agreement:

The Mayor and Council discussed the UGA Agreement which permitted UGA to provide a summer intern to assist the DDA with administrative tasks between May and August at \$10.00/hr. It was discussed that the agreement only required the City to pay ½ of the intern's hourly wage. Council Member Rhonda Haight made a motion to approve the UGA Agreement (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

5) Retaining Wall and Deck Quotes (East Main Street):

The Mayor and Council were presented with two quotes for the retaining wall and deck project on East Main Street. The first quote was from Jamie Lunsford in the amount of \$72,200 (attached) and the second quote was from Kelly Hardscapes in the amount of \$79,000 (attached). Council Member Nathan Fitts made a motion to approve the quote from Jamie Lunsford. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

6) Firetruck:

The Mayor and Council decided not to discuss this agenda item and removed it from the agenda.

7) City Pool:

The Mayor and Council discussed the City pool and the repairs that are desperately needed. They discussed changing the pool to salt water. Council Member Nathan Fitts made a motion to table the topic until more research could be conducted. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

City of Blue Ridge

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

8) Executive Session—Land:

Council Member Rhonda Haight made a motion to close the meeting for an executive session for the purpose of discussing land sale/acquisition. The motion was seconded by Council Member Robbie Cornelius. The Council voted 3-0. Motion carried.

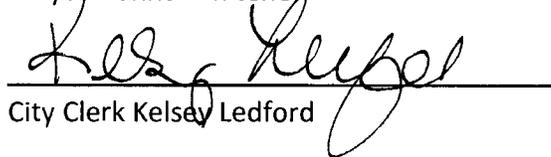
Council Member Rhonda Haight made a motion to open the meeting from an executive session. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried. No motions were made at this time.

9) Adjournment:

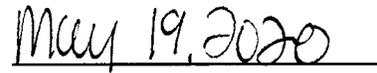
Council Member Rhonda Haight made a motion to adjourn the meeting. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

**A RESOLUTION OF
CITY OF BLUE RIDGE
PURSUANT TO THE CITY CHARTER
AND GENERAL LAW REQUESTING A LOCAL ACT
TO AMEND THE CITY CHARTER**

PASSED: February 21, 2020

A RESOLUTION NO. BR 2020-06

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO REQUEST THAT THE GENERAL ASSEMBLY ADOPT A LOCAL ACT AMENDING THE CITY CHARTER TO PROVIDE FOR STAGGERED TERMS FOR THE MAYOR AND CITY COUNCIL MEMBERS AS AUTHORIZED BY O.C.G.A. § 21-2-541.2 AND OTHER APPLICABLE LAW; TO PROVIDE FOR APPOINTMENT IN THE CASE OF A VACANCY IN OFFICE; AND FOR OTHER PURPOSES.

WHEREAS, the General Assembly possesses the Constitutional and statutory authority to enact changes to local acts which establish or amend charters for municipal corporations; and

WHEREAS, O.C.G.A. § 21-2-541.2 provides that the General Assembly may enact local laws changing concurrent terms of municipal office to staggered terms and designate the terms of each office; and

WHEREAS, the holding of special elections is time consuming and expensive for the City of Blue Ridge; and

WHEREAS, after consideration of the proposed changes to the City Charter, the City Council determines it to be in the best interests of the citizens, future citizens and visitors of the City of Blue Ridge, Georgia this Resolution be passed;

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE CITY OF BLUE RIDGE, GEORGIA, as follows:

REQUESTED CHANGE TO THE CITY CHARTER:

The City Council of the City of Blue Ridge, Georgia, as the governing authority of the City, does hereby formally request that the Honorable David E. Ralston, Speaker of the House of Representatives and State Representative for House District Seven (7th) and the Honorable Steve Gooch, Majority Whip and Senator for Senate District Fifty-One (51st) author/sponsor, and the Georgia General Assembly enact, a local act which changes the Charter as follows:

Section 2.10(b) of “City Council creation” changed to read “The Mayor and Councilmembers shall serve for staggered terms of four years and until their respective successors are elected and qualified.” The rest of said subparagraph to remain the same.

Section 2.11(e) of “Elections” changed to read “There shall be elected a mayor and five councilmembers. On the Tuesday next following the first Monday in November 2021, the Mayor and Councilmembers for Post 2 and 4 shall be elected to a term of office of four years and on such day every four years thereafter. On the Tuesday next following the first Monday in November 2021, the Councilmembers for Post 1, 3 and 5 shall be elected to a term of office of two years and on such day two years after shall be elected to a term of office of four years and on such day every four years thereafter. The terms of office shall begin at the time of taking the oath of office as provided in Section 3.11 of this Charter.”

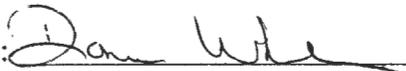
Section 2.12 (b) “Vacancies in office” changed to read “In the event that the office of the Mayor becomes vacant, the City Council shall elect one of its members to serve as Mayor until the next regular City election where a Mayor shall be elected to serve for the remainder of the unexpired term or elected to a full term. In the event that the office of a Councilmember becomes vacant, the Mayor and the City Council shall, by majority vote, appoint any citizen eligible to hold

said office who shall serve until the next regular City election where a Councilmember shall be elected to fill the remainder of the unexpired term or elected to a full term.”

Nothing in this resolution shall be construed as requesting a local act that violates Title 21 of the Official Code of Georgia Annotated nor prohibiting the General Assembly from utilizing different wording that carries out the intent of this Resolution. The City Attorney is hereby instructed to transmit a certified copy of this Resolution, to Speaker Ralston, Senator Gooch and the General Assembly for consideration.

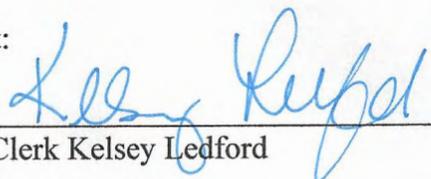
SO ORDAINED, this 21st day of February, 2020

BLUE RIDGE CITY COUNCIL

By: 
Mayor

Attest Ordinance Passed: February 21, 2020

Attest:


City Clerk Kelsey Ledford

PASSED: February 21, 2020

A RESOLUTION NO. BR 2020-07

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BLUE RIDGE, GEORGIA REQUESTING THE GEORGIA GENERAL ASSEMBLY TO ADOPT LOCAL LEGISLATION FOR THE CITY OF BLUE RIDGE, GEORGIA TO INCREASE THE HOTEL/MOTEL EXCISE TAX UNDER O.C.G.A. § 48-13-51(b); TO AUTHORIZE THE MAYOR TO EXECUTE AND TAKE ALL NECESSARY ACTS AND ORDINANCES TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO PROVIDE AN EFFECTIVE DATE OF THIS RESOLUTION; AND FOR OTHER PURPOSES

WHEREAS, the governing body of the City of Blue Ridge, Georgia, has determined that this Resolution is in the best interests of its' citizens, business owners and visitors; and,

WHEREAS, the utilization of the taxes collected pursuant to O.C.G.A. § 48-13-51 allow for funds to be available for the purposes allowed therein without requiring said funds be raised from the general fund or from increase in property taxes; and,

WHEREAS, within the City of Blue Ridge there currently exists a five (5%) Hotel/Motel tax authorized under O.C.G.A. § 48 -13-51; and,

WHEREAS, the Georgia General Assembly adopted legislation enabling municipalities and counties to increase the respective Hotel/Motel tax up to eight percent (8%), subject to approval of the General Assembly and subject to spending restrictions identified in O.C.G.A. § 48-13-51(a)(3) and O.C.G.A. § 48-13-51(b); and,

WHEREAS, the City of Blue Ridge desires to increase its Hotel/Motel tax from 5 percent (5%) to 8 percent (8%); and,

WHEREAS, such tax would benefit the City of Blue Ridge by providing additional revenues for the promotion of tourism, conventions, and tradeshow, and tourism product development in the City of Blue Ridge; and,

WHEREAS, O.C.G.A. § 48-13-51(b) provides that municipalities/counties wishing to increase such tax must adopt a resolution which specifies the subsequent tax rate, identifies the projects or tourism product development purposes, and specifies the allocation of proceeds.

NOW, THEREFORE, BE IT RESOLVED AS THAT the City of Blue Ridge hereby requests that the legislative delegation of for the City of Blue Ridge, Georgia sponsor and introduce a local legislative act before the Georgia General Assembly authorizing the City of Blue Ridge to adopt a Hotel-Motel Excise Tax of eight percent (8%) as authorized pursuant to O.C.G.A. § 48-13-51(b);

BE IT FURTHER RESOLVED THAT the City of Blue Ridge intends to use the proceeds of such tax for any legal purposes, to include specifically, but not necessarily limited to, promoting tourism, conventions, and trade shows by a qualified destination marketing organization designated by the City of Blue Ridge as defined by O.C.G.A. § 48-13-50.2(1), for such purpose;

BE IT FURTHER RESOLVED THAT an amount equal to the amount of total taxes collected which would have been collected at a rate of 5 percent (5%) shall be expended in accordance with O.C.G.A. § 48-13-51(a)(3) by a private sector non-profit organization or other entity specified in O.C.G.A. § 48-13-51(a)(3);

BE IT FURTHER RESOLVED THAT an amount equal to not less than 50 percent (50%) of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent (5%) shall be expended for promoting tourism, conventions, and trade shows by a private sector non-profit organization designated as the destination marketing organization for the City of Blue Ridge, as defined by O.C.G.A. § 48-13-50.2(1), and in accordance with O.C.G.A. § 48-13-51(b)(5)(A);

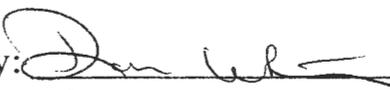
BE IT FURTHER RESOLVED THAT any remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent (5%) which are not otherwise expended for promoting tourism,

conventions, and tradeshow by the destination marketing organization shall be expended for tourism product development, as defined in O.C.G.A. § 48-13-50.2(6), and in accordance with O.C.G.A. § 48-13-51(b)(5)(B).

BE IT FURTHER RESOLVED THAT any and all resolutions, or any part thereof, in conflict with this resolution are hereby repealed. This resolution shall be effective upon its' adoption by the City Council.

SO ORDAINED, this 21st day of February, 2020

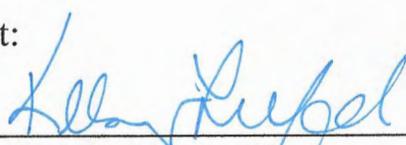
BLUE RIDGE CITY COUNCIL

By: 

Mayor

Attest Resolution Passed: February 21, 2020

Attest:



City Clerk Kelsey Ledford



**UNIVERSITY OF
GEORGIA**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON BEHALF OF
THE UNIVERSITY OF GEORGIA SCHOOL OF PUBLIC AND INTERNATIONAL AFFAIRS (SPIA)
AND
The City of Blue Ridge**

This Memorandum of Understanding is hereby entered into as of the date below by and between the Board of Regents of the University System of Georgia by and on behalf of the University of Georgia School of Public and International Affairs (“University”), and The City of Blue Ridge (“Organization”). The University and the Organization shall hereinafter collectively be referred to as the “parties.”

WHEREAS, the University and the Organization wish to collaborate to provide University students with pre-professional and mentoring experiences through a semester-long internship with a public, private, or non-profit organization (the “Internship”);

WHEREAS, the Internship will also help the Organization with its own goals, including but not limited to the development of its potential future workforce;

WHEREAS, the University and Organization desire to enter into this Memorandum for the period set forth herein in order to provide this experience for University students.

NOW, THEREFORE, the parties agree that the terms and conditions set forth in this Memorandum shall guide and direct the parties as follows:

1. PURPOSE:

- 1.1.** The purpose of this Memorandum is to guide and direct the parties respecting their working relationship and to provide high quality applied learning experiences for University students.

2. GENERAL RESPONSIBILITIES:

- 2.1.** The Internship will be of such content and cover such periods of time as may from time to time be mutually agreed upon by the University and the Organization. When possible, the starting and ending date for each Internship shall be agreed upon at least one month before the Internship commences. Implementation of the Internship at the Organization shall be subject to final approval by the Organization.
- 2.2.** All student applicants must be acceptable to both parties. Students will be bachelor’s-degree seeking students from UGA SPIA. The Organization shall have final approval on whether to offer a student applicant an Internship.

2.3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex (including sexual harassment and pregnancy), sexual orientation, gender identity, genetic information, age, disability or veteran's status in either the selection of students for participation in the Internship, or as to any aspect of the Internship; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the student's effective participation in the Internship.

3. RESPONSIBILITIES OF THE UNIVERSITY:

3.1. The University will retain ultimate responsibility for the education of its students and will measure progress of the student and the Internship specifically by surveying participating students and relevant officials at the Organization at the end of each Internship. In addition, at the conclusion of each student's Internship, the student will present findings of their experience to other students at the University.

3.2. The University shall inform each student applicant interested in being an intern at the Organization of any Organization policies and procedures relevant to the Internship, including expectations regarding timeliness and professional dress.

3.3. For each student participant in the Internship (each, an "Intern") the University will reimburse the Organization for fifty percent (50%) of the costs associated with the employment of the Intern during the period of the Internship, up to a maximum reimbursement per Intern of \$2,160 for undergraduate-level Interns and \$2,880 for graduate-level Interns. The Organization should submit an invoice at the end of the Internship to the University at the following address or by email of a PDF file:

Attn: Irina Pope
Business Manager / International Affairs Department
109 Candler Hall
Athens, GA 30602
poperina@uga.edu

4. RESPONSIBILITIES OF THE ORGANIZATION:

4.1. The Organization will retain responsibility for and will maintain supervision of students while on site for the Internship.

4.2. The Organization shall provide for the orientation of interns as to the philosophies, rules, regulations and policies of the Organization.

4.3. The Organization shall assist the University in the evaluation of the learning and performance of participating students by completing a pre- and post-work report regarding the Intern's performance over the course of the Internship. The Organization's pre-work report will specify goals for the Internship, and the post-work report will measure self-reported progress against those goals.

4.4. The Organization hereby agrees to keep confidential any student records or information it may obtain in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, unless it has otherwise obtained prior written consent of the student.

4.5. All medical or health care (emergency or otherwise) that a student requires will be at the expense of the individual involved.

5. MISCELLANEOUS:

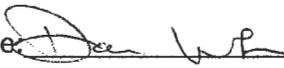
- 5.1. The parties will work together to maintain an environment of quality learning experiences for the University's student(s), while at the same time enhancing the resources available to the Organization. At the request of either party, a meeting or conference will be held between University and Organization representatives to resolve any problems or develop any improvements in the operation of the Internship.
- 5.2. This working relationship and affiliation shall be reviewed annually by the parties. This Memorandum may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice to the other party, but any students currently participating in an Internship may complete the Internship. This MOU shall expire three years from the date of execution.
- 5.3. This Memorandum is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than Organization and the University; without limiting the generality of the foregoing, no rights are intended to be created for any student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student. The relationship between Organization and any intern shall be established as appropriate between the Organization and such intern, without regard to this Memorandum.
- 5.4. The Organization shall employ Interns for a period of no less than 8 weeks for undergraduate-level Interns and a minimum of 300 total hours for graduate-level Interns. The Organization agrees that the Internship is a paid internship and the Intern is to be considered an employee of the Organization for all relevant purposes. The Organization shall invoice the University following the end of the Internship for an amount equal to fifty percent (50%) of the total cost of the Internship, up to a maximum reimbursement per Intern as set forth in Section 3.3 above.
- 5.5. This Memorandum shall be governed by, construed and applied in accordance with the laws of the State of Georgia.
- 5.6. This Memorandum shall supersede any and all previously executed Memoranda of Understanding between the parties concerning Internship experiences.

IN WITNESS WHEREOF, the parties hereto have executed and signed this Agreement:

**The Board of Regents of the University System of Georgia, Organization
by and on behalf of the University of Georgia School for
Public and International Affairs**

By:

Name: _____
Title: Dean
Date:

Name:  _____
Title: Mayor
Date: 02.21.2020

Jamie Lunsford

Estimate No: 528
Date: 02/15/2020
For: City Of Blue Ridge
donna@tcfurn.com
Depot. Retaining Wall

Estimate

136 Hidden Valley Dr
Morganton Ga
30560
706-897-4412
Jlunsford41@gmail.com

Description	Quantity	Rate	Amount
Build retaining wall at depot approx. 8' high 245' long with compliant wheel chair ramp incorporated in wall in one direction with ramp being poured concrete. Using anchor diamond pro wall block	1	\$72,200.00	\$72,200.00
City responsible for demolition and any utilities that are in way of construction as well as fencing to fence off construction area.	1	\$0.00	\$0.00

Subtotal \$72,200.00
TAX 0% \$0.00
Total \$72,200.00

Total \$72,200.00

KELLEY HARDSCAPES

RETAINING WALL PROPOSAL

KELLEY HARDSCAPES

RETAINING WALL PROPOSAL

Scope of Work

1. Installation of wall approximately 250' (total length) long, which is replacing existing wall. 150' of the wall will be 8' tall at the highest point and the remaining 100' will be 5' tall down to ground level.
2. Belgard Anchor Diamond pro block will be used in the construction of this wall along with geo grid that is engineered to maintain wall stability.
3. Installation of a 4" drain pipe behind the wall along with clean stone 57 gravel and filter cloth for better drainage (filter cloth will maintain gravel at its current state so that soil will not intrude into the gravel)
4. Addition of ramp at the end of the wall with a 12 to 1 slope. This ramp will be constructed in relation to the computerized picture presented by North Georgia Stone.
5. Final clean up at completion of job to include cleaning area of any debris from wall installation at job site.

Estimated cost of job: \$79,000.00.

119 Old Hwy 64 West

Hayesville, NC 28904

828-415-1515

This is an estimate only. Kelley Hardscapes provides estimates based on measurements and customer dialogue. Materials and labor can vary based on actual jobsite and final configurations. Once construction begins, unknown conditions such as soil conditions, utilities, drainage, and sewer and septic may require additional labor and material. Kelley Hardscapes will notify customers of these situations and additional costs and the customer will instruct Kelley Hardscapes whether to proceed with the project.

If you would like to discuss items in this quote, or if you need any additional information, please contact me at 828-361-2992.

Thank you for giving Kelley Hardscapes the opportunity to bid for your business. We look forward to completing this job to your satisfaction.

Aaron Kelley

Kelley Hardscapes

<https://www.kelleyhardscapes.com>



City of Blue Ridge

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

City of Blue Ridge
Council Meeting Minutes
City Hall
480 West First Street
March 10, 2020 at 5:00 p.m.

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

Absent: Council Member Harold Herndon

1) Call Meeting to Order:

Mayor Donna Whitener called the meeting to order.

2) Prayer and Pledge of Allegiance:

Council Member Robbie Cornelius offered a word of prayer 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 5, 2020 9:00 a.m. Town Hall Meeting Minutes. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

b) Council Member Rhonda Haight made a motion to approve the February 5, 2020 5:00 p.m. Town Hall Meeting Minutes. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

c) Council Member Rhonda Haight made a motion to approve the February 11, 2020 Council Meeting Minutes. The motion was seconded by Council Member Nathan Fitts. 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 by adding Hampton Inn encroachment agreement and purchase/sale agreement under action items, Mountain Tops paving invoice under purchasing approvals and city pool under

City of Blue Ridge

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discussion items. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

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

5) Bill Fleming—Clarification of Outside Amplification for Festival:

Bill Fleming and Brannon, owner of Mystic Mountain Pizza, discussed the upcoming first annual First Street street fest, proposed for April 4th. They questioned being able to have alcohol at this event as well as music amplifiers. City Attorney James Balli told them to contact him after the meeting to discuss.

6) Jacquelyn Howard—5G:

Jacquelyn Howard voiced her concerns of allowing 5G into our community and the possible negative effects it could have on the citizens.

7) Bob Boraqwat- Trout Fest:

Bob Boragwat promoted the upcoming Trout Festival to be held on April 25th.

8)

9)

10) Blue Ridge Business Association and Downtown Development Authority Update:

Cesar Martinez was not present.

Second Public Hearing for Rezoning and Special Land Use Permit Requests:

11) Rezoning Request: Robbman Scott Kiker, 200 West First Street, Proposed CBD (Central Business District) from C-2 (General Commercial District):

Mayor Donna Whitener presented the rezoning request and opened the public hearing.

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

Scott Kiker gave the Mayor and Council a handout (attached) as he was making his request before the City. He explained that there is no other residential property around his subject property and argued that it only made sense to rezone it as commercial. He continued to explain the rendering contained in the handout and stated that there would be about 60 units developed. He concluded by confirming that the Planning Commission had recommended that his request be approved by Council.

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

There were none.

City of Blue Ridge

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- c) Planning Commission Recommendation from First Public Hearing on March 3, 2020:
City Attorney James Balli read the Planning Commission's recommendation (attached) and summarized the proposed Land Use Map Amendment Ordinance (attached). Council Member Nathan Fitts made a motion to approve the rezoning request and adopt the Land Use Map Amendment Ordinance. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

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

- 12) Resolution Requesting Sales Tax Information from the Department of Revenue:
City Attorney James Balli read the first paragraph of the proposed ordinance. Council Member Rhonda Haight made a motion to approve the Resolution Requesting Sales Tax Information from the Department of Revenue (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.
- 13) Storm Water Ordinance (First Reading):
City Attorney James Balli gave a summary of the Storm Water Ordinance by reading the first paragraph of the ordinance (attached).
- 14) Watershed Protection Plan:
Mayor Donna Whitener explained that the Watershed Protection Plan needs to be adopted by the Council as it is required by EPD to keep the City's WWTF permit. Council Member Rhonda Haight made a motion to approve the Watershed Protection Plan. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.
- 15) Hampton Inn Encroachment Agreement:
City Attorney James Balli summarized the agreement and pointed out that this agreement will protect the City by allowing the encroachment. Council Member Rhonda Haight made a motion to approve the Temporary License for Encroachment Agreement (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.
- 16) Purchase/Sale Agreement:
Council Member Rhonda Haight made a motion to approve the Purchase and Sale Agreement between the City and Highland Baptist Tabernacle, Inc. for the property located at 631 Industrial Blvd in the amount of \$750,000 (attached). The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

City of Blue Ridge

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Purchasing Approvals:

17) Aqua-Aerobic Systems, Inc. Proposal No. 55939:

The Mayor and Council were presented with proposal no. 55939 from Aqua-Aerobic Systems, Inc. in the amount of \$11,693.20 (attached). Council Member Nathan Fitts made a motion to approve. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

18) Keck and Wood Invoice No. 1337397:

The Mayor and Council were presented with invoice no. 1337397 from Keck and Wood in the amount of \$10,567.41 (attached). Council Member Nathan Fitts made a motion to approve. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

19) Bradley Street Water Line Replacement:

The Mayor and Council were presented with an email and quotes (attached) from Utility Director, Rebecca Harkins for the water line replacement on Bradley Street. Ms. Harkins requested a budget of \$11,785.55 to complete this project. Council Member Rhonda Haight made a motion to approve the budget. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried. City Clerk Kelsey Ledford confirmed that the material and labor would be provided by two different vendors.

20) Mountain Tops Paving Invoice:

The Mayor and Council were presented with quote no. 6359 from Johnson Paving in the amount of \$14,995.60 (attached). This quote is for patch work to be done in the Mountain Tops area. The Council had approved a quote from TRC previously for patch work to be done at that time, however, due to unknown circumstances TRC was unable to complete any of the work in a timely manner. Therefore, Ms. Harkins obtained the quote from Johnson Paving. This quote is to be paid from the water fund. Council Member Rhonda Haight made a motion to approve the quote. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

Discussion Agenda Items (Items for discussion only):

21) Plan and Budget for City Hall Remodel:

Mayor Donna Whitener discussed some of the remodel that had taken place at City Hall due to a leak in the restroom/back hall. She mentioned that she did not have a budget or a plan per say since she has not received any feedback from the Council. Council Member Nathan Fitts asked if there was accounting records available to show the total

City of Blue Ridge

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spent thus far. Mayor Donna Whitener stated that material was approx. \$5,800 and labor was approx. \$3,000. Council Member Nathan Fitts then stated that before any future remodels, etc. are done, he would like the proposal to come before Council for approval first.

22) City Pool:

The Mayor and Council discussed the future of the City Pool. Council Member Nathan Fitts proposed the idea of not having the pool open this year in order to work out a joint venture with the County. He stated he has already spoken to some of the candidates for the Board of Commissioners and he believes this is something that can be jointly developed in order to create a bigger and better pool for our shared community. Council Member Robbie Cornelius suggested the News Observer place a questionnaire in the paper about whether the public supports this idea.

23) 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 3-0. Motion carried. Council Member Nathan Fitts made a motion to open the meeting back up from an executive session. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Motion carried.

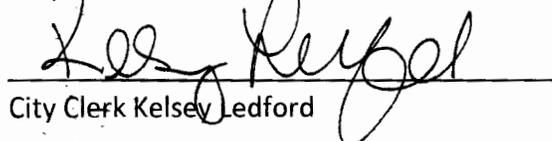
Council Member Rhonda Haight made a motion to ratify minutes from the December 17, 2015 Council Meeting to attach the paper titled "Employee Evaluation Points System" (attached) regarding employee evaluations. The motion was seconded by Council Member Nathan Fitts. The Council voted 3-0. Motion carried.

24) Adjournment:

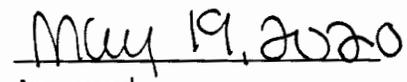
Council Member Nathan Fitts made a motion to adjourn the meeting. The motion was seconded by Council Member Rhonda Haight. The Council voted 3-0. Meeting adjourned.



Mayor Donna Whitener

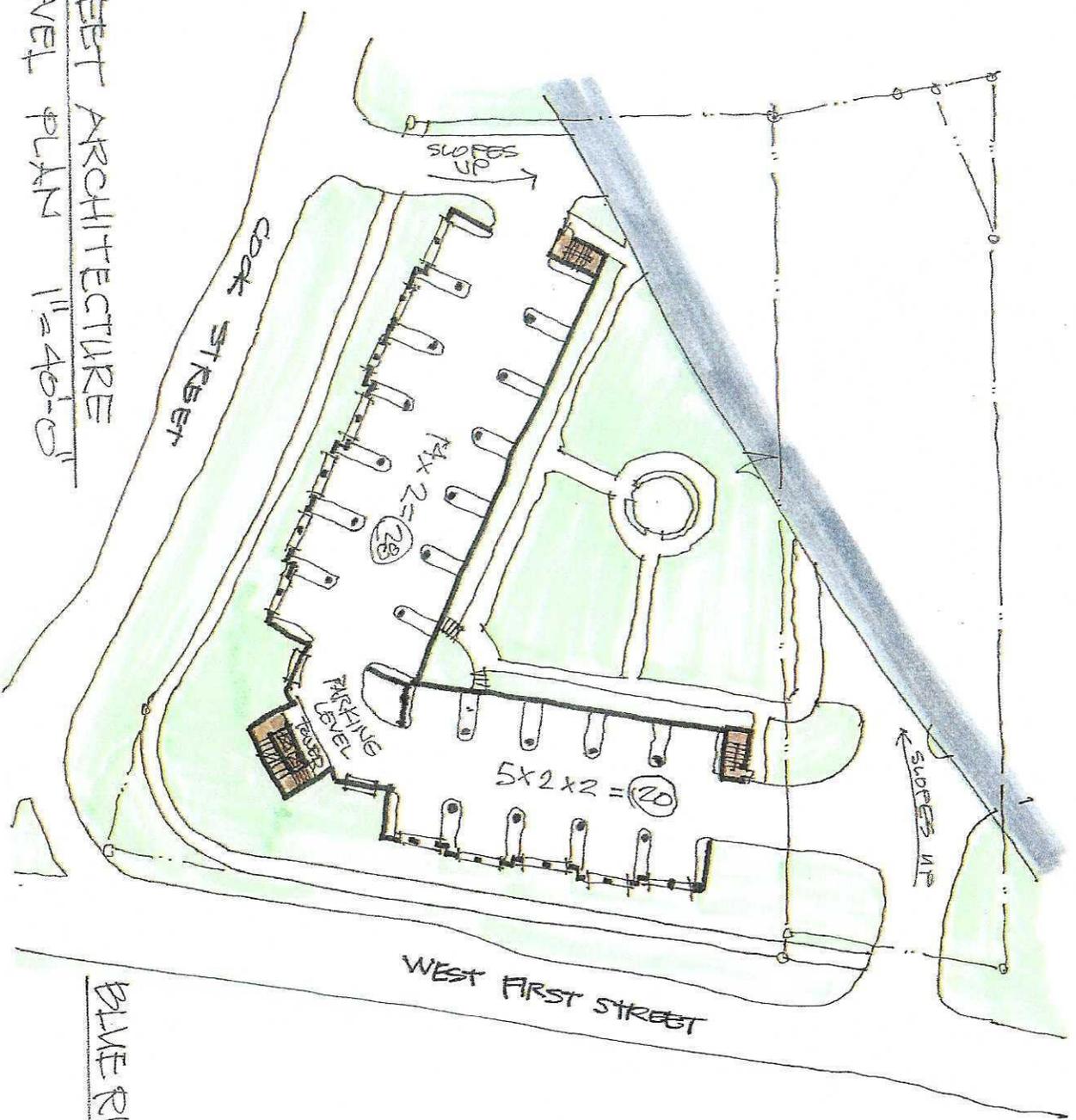


City Clerk Kelsey Ledford



Approved

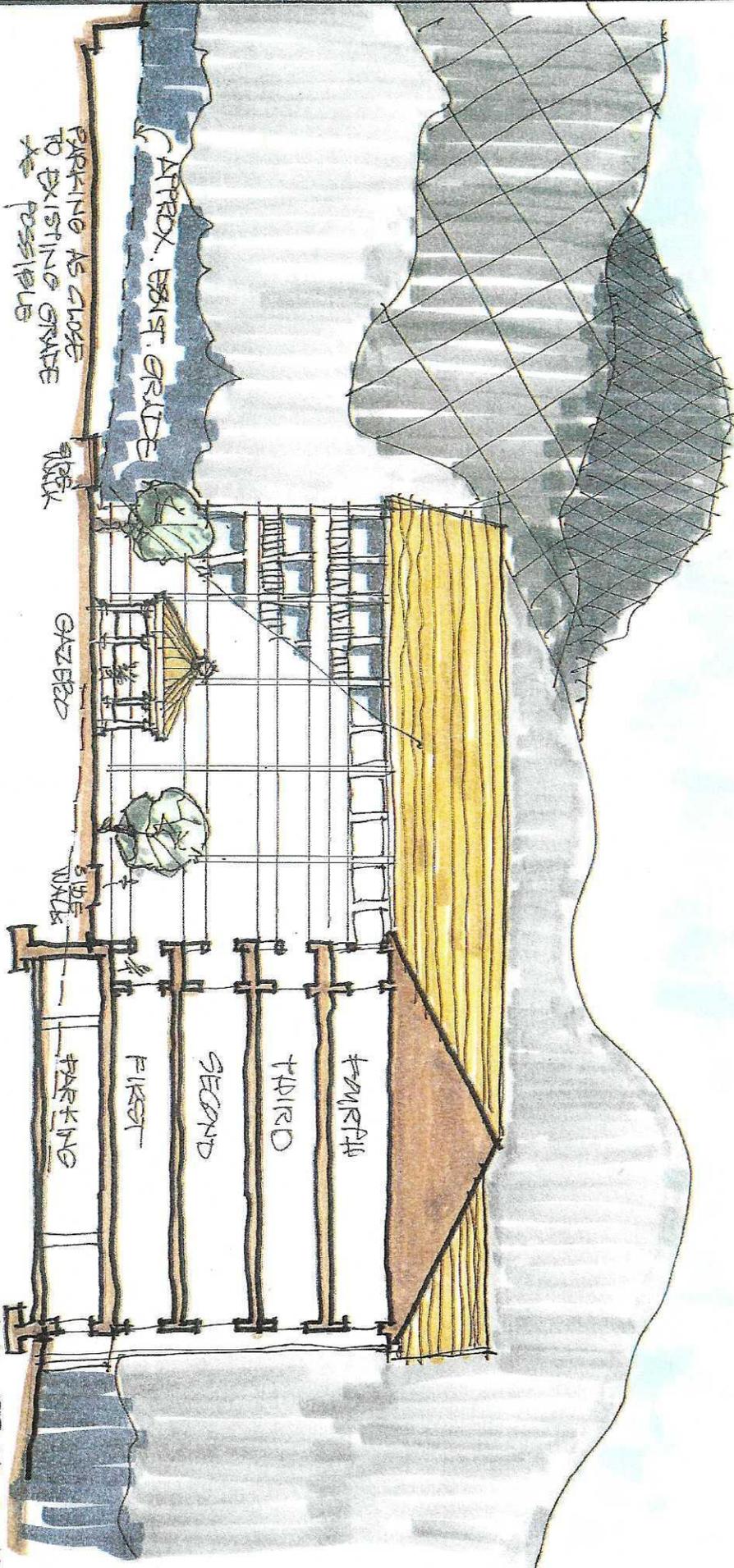
RIVER STREET ARCHITECTURE
PARKING LEVEL PLAN 1"=40'-0"



BLUE RIDGE CONDOS
2.4.20

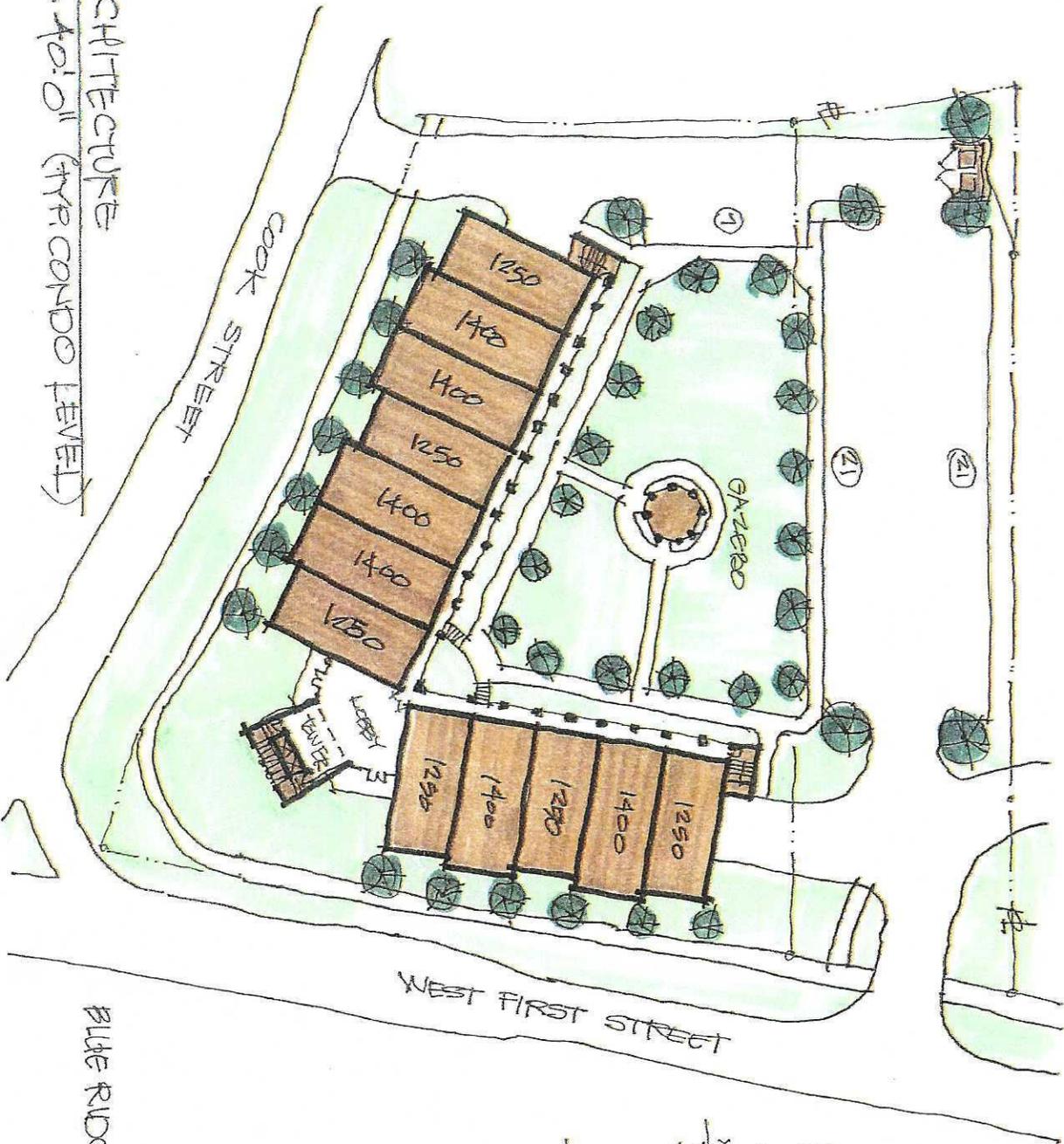
Condos

RIVER STREET ARCHITECTURE
SITE / BUILDING SECTION 1/16" = 1'-0"



BLUES RIDGE CONDOS
2.4.20

RIVER STREET ARCHITECTURE
 SITE PLAN: 1" = 40' 0" (TYP CONDO LEVEL)



BLUE RIDGE CONDOS
 R54
 2.4.20

ROOM COUNT
 G @ 1250 = 7500
 G @ 1400 = 8400
 12 PER FLOOR
 X 4 FLOORS
 48 TOTAL UNITS
 03,600 SF.

PARKING COUNT
 49 OUTSIDE
 18 COVERED
 67 SPACES

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 March 3, 2020. The purpose of the hearing was to consider the request of Robbman Scott Kiker to rezone a tract of land from C-2 (General Commercial District) to CBD (Central Business District). The property is located at 200 West First Street

The property map and parcel number of the subject property is BR01-117 which contains a total of +-2.08 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 C-2 to CBD.

The request is recommended with the following conditions:

- 1) Prior to issuance of any permits or upgrades the applicant must bring them before the Council for approval
- 2) Any upgrades to the water/sewer, road or sidewalk must be at the applicant's expense

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

Kelsey Ledford
Secretary for the Planning Commission
The City of Blue Ridge

PLANNING COMMISSION ACTION March 3, 2020

ADVERTISED February 12, 2020

PASSED March 10, 2020

A ZONING ORDINANCE/ACTION NO. **BR2020-10**

A ZONING ORDINANCE/ACTION AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING A TRACTS AND PARCELS OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL BR01 117 OWNED BY ROBBMAN S. KIKER AND BEING A TOTAL OF APPROXIMATELY 2.08 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 ZONING ORDINANCE (“PROPERTY”), AND REZONING THE PROPERTY FROM GENERAL COMMERCIAL (“C-2”) TO CENTRAL BUSINESS DISTRICT (“CBD”), WITH CONDITIONS; REPEALING CONFLICTING ZONING ORDINANCES APPLICABLE TO THE PROPERTY; 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 WITH CONDITIONS

(a) That from and after the passage of this zoning ordinance applicable only to the Property described herein within the City of Blue Ridge shall be zoned and so designated on the zoning map of the City of Blue Ridge as CBD, CENTRAL BUSINESS DISTRICT, being that same property depicted in the attached warranty deed recorded at Deed Book 1234, Pages 110-111, Fannin County Superior Court Clerk’s Office and as shown on the also attached plat, with the following conditions:

Conditions:

Prior to issuance of permits, the Final Site Plan must come back before the City Council for final approval with a rendering of the proposed building. Applicant shall be required to pay for any upgrades (as determined by the City) to the water and sewer system, road or sidewalk.

Legal Description:

The legal description of the above-referenced property, which is being rezoned from C-2 to CBD, is as follows:

All that tract and parcel of land being approximately 2.08 acres and lying and being a part of Land Lot Nos. 278 and 279 of the 8th District and 2nd Section within the City of Blue Ridge, Fannin County, Georgia, and more particularly described on the warranty deed and plat which is attached hereto and incorporated by reference.

SECTION 2:
REPEAL OF CONFLICTING ORDINANCES TO REMOVE CONFLICT

Any ordinances applicable to the Property in conflict with the terms of this zoning 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 zoning action 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 zoning action/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

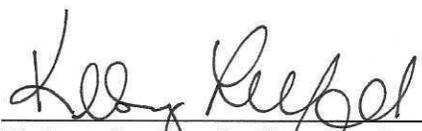
the date of its passage without a veto of said Ordinance by the Mayor as set forth in the City Charter at Section 3.23(b).

SO ORDAINED, this 10 day of March, 2020.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Attest:



Kelsey Ledford, City Clerk

After recording return to:
Doss & Associates
P.O. Box 1277
Blue Ridge, Georgia 30513

Deed Preparation Only
No Title Search Performed
No Title Insurance Afforded

Type: WD
Kind: WARRANTY DEED
Recorded: 12/12/2017 8:43:00 AM
Fee Amt: \$12.00 Page 1 of 2
Transfer Tax: \$0.00
Fannin Co. Clerk of Superior Court
DANA CHASTAIN Clerk of Courts

Participant ID: 7178086017

BK 1234 PG 110 - 111

*****Space above intended for recording purposes only*****

WARRANTY DEED

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE, Made on December 7, 2017, between Robbman Scott Kiker of the State of Georgia, of the first part, and between Constance Martelia Cunningham, of the State of Georgia, of the second part,

WITNESSETH: That said parties of the first part, for and in consideration of the sum of TEN AND NO/100s DOLLARS (\$10.00) and Other Valuable Consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, in fee simple, the following described property:

As to a 25% interest:

All that tract or parcel of land lying and being in the 8th District and 2nd Section of Fannin County, Georgia and being a part of Land Lot No. 279 and being in the City of Blue Ridge, Georgia, and being designated as City Lot Nos. 1,2,3,4,5,8,9,10, 11, and 12 in the Cook addition to the City of Blue Ridge, Georgia as fully described in deed from Mrs. Anna Morrow to Mrs. Verdie E. Summerour dated December 7, 1922 as the same appears of record in the Office of the Clerk of the Superior Court for Fannin County, Georgia, in Deed Book 6, page 536. Reference is made to said deed for a full description of said property.

Also approximately ½ acre of Land Lot No. 278 in the 8th District and 2nd Section of Fannin County, Georgia, as described in deed from J.W. Messer to Verdie E. Summerour dated May 5, 1924, as the same appears of record in the Office of the Clerk of Fannin County Superior Court in Deed Book 8, Page 136, to which reference is hereby made for a full and completed description thereof. All of said described property lying contiguous and forming one body or tract of land known as Verdie E. Page (See Summerour) Home place property in the City of Blue Ridge, Georgia.

Also, all that tract or parcel of land lying and being in Land Lot Nos. 278 and 279 in the

8th District and 2nd Section of Fannin County, Georgia, containing 0.64 acres of land as shown by that plat of survey recorded in Plat Book 28, page 92 in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

The above described property is subject to that certain Boundary Line Agreement, Easement Agreement and Quitclaim Deed between UCB North Georgia Properties, Inc. and Robbman Scott Kiker recorded in Deed Book 1231, Pages 136-140 in the Office of the Clerk of the Superior Court for Fannin County, Georgia.

The above described property is the same property as was conveyed to Robbman Scott Kiker by quit claim deed from Cadman Robb Kiker, Jr. dated April 30, 2013. Said deed is recorded in Deed Book 1052, pages 78-80 in the Office of the Clerk of the Superior Court of Fannin County, Georgia.

The above described property is the same property as to which a 25% interest was conveyed from Robbman Scott Kiker to Constance Martelia Cunningham by warranty deed dated the 29th day of June, 2017 and recorded in Deed Book 1216, pages 280-281 in the Office of the Clerk of the Superior Court for Fannin County Georgia.

Said property having a map/parcel number of BR01 117

The above described property is subject to all easements or rights of way appearing of record.

TO HAVE AND TO HOLD the said described 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 party of the second part.

AND THE SAID party of the first part, her heirs, executors, successors and assigns, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered
in our presence.

Jure M. Hallard
Unofficial Witness

James D. Hallard
Notary Public.
Commission Expires:

Robbman Scott Kiker (SEAL)
Robbman Scott Kiker



**A RESOLUTION OF THE CITY OF BLUE RIDGE
REQUESTING SALES TAX INFORMATION FROM THE GEORGIA
DEPARTMENT OF REVENUE PURSUANT TO O.C.G.A. § 48-2-15(d.1)**

PASSED: March 10, 2020

A RESOLUTION NO. BR 2020-08

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO AUTHORIZE REQUESTING SALES TAX INFORMATION FROM THE DEPARTMENT OF REVENUE; TO APPOINT A DESIGNATED OFFICER AS CONTEMPLATED BY O.C.G.A. § 48-2-15(d.1); AND FOR OTHER PURPOSES.

WHEREAS, Georgia Code (O.C.G.A) § 48-2-15, as amended in 2018, authorizes the Commissioner of the Georgia Department of Revenue (hereinafter the “DOR Commissioner”) to provide certain confidential sales tax information to the “designated finance officer or taxing official” of counties and other local governments; and

WHEREAS, more specifically, O.C.G.A. § 48-215(d.1) authorizes the DOR Commissioner to provide to a local government's designated officer, upon request, certain information relating to vendors that have submitted sales tax reports within the period of time set forth in that request; and

WHEREAS, O.C.G.A. § 48-2-15(d.1) further allows the local government's designated officer to request that the DOR Commissioner validate, from time to time, the political subdivision to which sales taxes are being remitted by taxpayers with a business location within that local government's boundaries; and

WHEREAS, the City desires to obtain the sales tax information described in the above Georgia Code Section;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Blue Ridge, Georgia, as follows:

1. The City Council hereby designates the following finance or tax official as the City's Designated Officer for all purposes described in O.C.G.A. § 48-2-15 (d.1): Mayor, Donna Whitener;

2. The City Council hereby requests that the DOR Commissioner (or his/her designee) furnish to the above-named Designated Officer all vendor sales tax information described in O.C.G.A. § 48-2-15 (d.1) for Fannin County/the City of Blue Ridge, Georgia County for the following time period: January 1, 2019 to December 31, 2019;

3. In accordance with O.C.G.A. § 48-2-15(d.1)(2)(B) and following receipt of the information described in Paragraph 2, above, the Designated Officer is hereby authorized to request validation by the DOR Commissioner of the political subdivision to which one or more vendors/taxpayers with a business location within Fannin County and the City of Blue Ridge , Georgia have remitted sales taxes for the designated period, with such validation request to contain the business name and location address of each such vendor/taxpayer and such other

information as may assist the DOR Commissioner in responding to such validation request;

4. The Designated Officer shall use such information only in the discharge of his/her duties and shall maintain the confidentiality of such information as required by O.C.G.A. § 48-2- 15(d.1); and

5. The City Council shall comply with all confidentiality requirements of O.C.G.A. § 48-2-15(d.1), including, but not limited to, the requirements that (1) such information may only be discussed by members of the City Council in executive session and (2) members of the City Council shall recuse themselves from such executive session discussions in the event of a conflict of interest as described in the above Georgia Code Section. For purposes of such recusal, a conflict of interest shall include, but not be limited to, engaging in similar business to those which are identified in the confidential information or having a financial or other personal interest, direct or indirect, in such matter which is incompatible with the impartial and proper discharge of that person's official duties, which would tend to impair the independence of that person's judgment or actions, or which would make such person privy to information that would provide a competitive business advantage.

BE IT FURTHER RESOLVED, that this Resolution shall become effective upon its approval by the City of Blue Ridge City Council, and the official named

above shall remain the City's Designated Officer for all purposes under O.C.G.A. § 48-2-15(d.1) until further action of the City Council.

BE IT FURTHER RESOLVED, that City Clerk is hereby directed to provide a certified copy of this Resolution to the Georgia Department of Revenue via email (public.disclosure@dor.ga.gov) or to otherwise transmit a copy of this Resolution as may directed by the Georgia Department of Revenue.

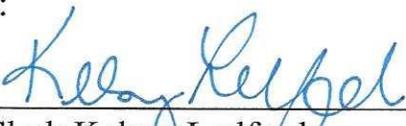
SO ORDAINED, this 10th day of March, 2020

BLUE RIDGE CITY COUNCIL

By  _____
Mayor

Attest Resolution Passed: March 10, 2020

Attest:



City Clerk Kelsey Ledford

FIRST READING March 10, 2020

SECOND READING _____

PASSED _____

AN ORDINANCE NO. BR2020-09

AN ORDINANCE TO ENACT POSTDEVELOPMENT AND REDEVELOPMENT STORMWATER MANAGEMENT CONTROLS AND STANDARDS AND TO PROVIDE FOR ENFORCEMENT; TO PROVIDE FOR STREAM BUFFER PROTECTIONS AND REGULATION AND TO PROVIDE FOR ENFORCEMENT; TO PROVIDE FOR RULES AND REGULATIONS GOVERNING ILLICIT DISCHARGES AND ILLEGAL CONNECTIONS TO STORM SEWERS AND TO PROVIDE FOR ENFORCEMENT; AND FOR OTHER PURPOSES

WHEREAS, the purpose of this Ordinance is to protect, maintain and enhance the public health, safety, environment and general welfare by establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment and to provide for stream buffer protections and to provide for rules and regulations governing illicit discharges and connections to storm sewers; and

WHEREAS, it has been determined that proper management of post-development stormwater runoff, stream buffers and any discharges or connections to storm sewers will minimize damage to public and private property and

30 infrastructure, safeguard the public health, safety, environment and general welfare
31 of the public, and protect water and aquatic resources;

32 **NOW, THEREFORE, BE IT ORDERED, AND IT IS HEREBY**
33 **ORDAINED** by the Council of the City of Blue Ridge, Georgia, as authorized by
34 the City Charter and general law, as follows:

35 **SECTION 1**

36
37 **ARTICLE 1. POSTDEVELOPMENT STORMWATER MANAGEMENT**
38 **FOR NEW DEVELOPMENT AND REDEVELOPMENT**

39
40 **1. PURPOSE AND INTENT.**

41
42 This article seeks to meet that purpose through the following objectives:

43
44 (a) Establish decision-making processes surrounding land development
45 activities that protect the integrity of the watershed and preserve the health
46 of water resources;

47
48 (b) Require that new development and redevelopment maintain the pre-
49 development hydrologic response in their post-development state as nearly
50 as practicable in order to reduce flooding, streambank erosion, nonpoint
51 source pollution and increases in stream temperature, and maintain the
52 integrity of stream channels and aquatic habitats;

53
54 (c) Establish minimum post-development stormwater management
55 standards and design criteria for the regulation and control of stormwater
56 runoff quantity and quality;

57
58 (d) Establish design and application criteria for the construction and use
59 of structural stormwater control facilities that can be used to meet the
60 minimum post-development stormwater management standards;

61
62 (e) Encourage the use of nonstructural stormwater management
63 and stormwater better site design practices, such as the preservation of

64 greenspace and other conservation areas, to the maximum extent
65 practicable;

66
67 (f) Establish provisions for the long-term responsibility for and
68 maintenance of structural stormwater control facilities and
69 nonstructural stormwater management practices to ensure that they
70 continue to function as designed, are maintained, and pose no threat to
71 public safety; and

72
73 (g) Establish administrative procedures for the submission, review,
74 approval and disapproval of stormwater management plans, and for the
75 inspection of approved active projects, and long-term follow up.

76
77 **2. APPLICABILITY.**

78
79 (a) This article shall be applicable to all land development, including, but
80 not limited to, site plan applications, subdivision applications, and grading
81 applications, unless exempt pursuant to Subsection (b) below. These
82 standards apply to any new development or redevelopment site that meets
83 one (1) or more of the following criteria:

84
85 1. New development that involves the creation of five thousand
86 (5,000) square feet or more of impervious cover, or that involves other
87 land development activities of one (1) acre or more;

88 2. Redevelopment that includes the creation, addition or
89 replacement of five thousand (5,000) square feet or more of
90 impervious cover, or that involves other land development activity of
91 one (1) acre or more;

92 3. Any new development or redevelopment, regardless of size, that
93 is defined by the Zoning and Land Development Director or their
94 designee (“Director”) to be a hotspot land use; or

95 4. Land development activities that are smaller than the minimum
96 applicability criteria set forth in items (1) and (2) above if such
97 activities are part of a larger common plan of development, even
98 though multiple, separate and distinct land development activities may
99 take place at different times on different schedules.

100
101 (b) The following activities are exempt from this article:

- 103 1. Individual single-family residential lots that are not part of a
104 subdivision or phased development project;
105
106 2. Additions or modifications to existing single-family residential
107 structures; and
108
109 3. Repairs to any stormwater management facility or practice
110 deemed necessary by the Director.

111
112 **3. DESIGNATION OF ARTICLE ADMINISTRATOR.**

113
114 The Director or his/her designee is hereby appointed to administer and
115 implement the provisions of this article.

116
117 **4. COMPATIBILITY WITH OTHER REGULATIONS.**

118
119 This article is not intended to modify or repeal any other article, rule,
120 regulation or other provision of law. The requirements of this article are in addition
121 to the requirements of any other ordinance, rule, regulation or other provision of
122 law, and where any provision of this article imposes restrictions different from
123 those imposed by any other ordinance, rule, regulation or other provision of law,
124 whichever provision is more restrictive or imposes higher protective standards for
125 human health or the environment shall control.

126
127 **5. STORMWATER DESIGN MANUAL.**

128
129 The City of Blue Ridge will utilize the policy, criteria and information
130 including technical specifications and standards in the latest edition of the
131 Georgia Stormwater Management Manual and any relevant local addenda, for the
132 proper implementation of the requirements of this article. The manual may be
133 updated and expanded periodically, based on improvements in science,
134 engineering, monitoring and local maintenance experience.

135
136 **6. DEFINITIONS.**

137
138 *Applicant* means a person submitting a post-development stormwater
139 management application and plan for approval.

140 *Channel* means a natural or artificial watercourse with a definite bed and
141 banks that conducts continuously or periodically flowing water.

142 *Detention* means an agreement between a land owner and the City of Blue
143 Ridge or other government agency or land trust that permanently protects open
144 space or greenspace on the owner's land by limiting the amount and type of
145 development that can take place, but continues to leave the remainder of the fee
146 interest in private ownership.

147 *Detention* means the temporary storage of stormwater runoff in a stormwater
148 management facility for the purpose of controlling the peak discharge.

149 *Detention facility* means a detention basin or structure designed for the
150 detention of stormwater runoff and gradual release of stored water at controlled
151 rates.

152 *Developer* means a person who undertakes land development activities.

153 *Development* means a land development or land development project.

154 *Drainage easement* means an easement appurtenant or attached to a tract or
155 parcel of land allowing the owner of adjacent tracts or other persons to
156 discharge stormwater runoff onto the tract or parcel of land subject to the drainage
157 easement.

158 *Erosion and sedimentation control plan* means a plan that is designed to
159 minimize the accelerated erosion and sediment runoff at a site during land
160 disturbance activities.

161 *Extended Detention* means the detention of stormwater runoff for an
162 extended period, typically twenty-four (24) hours or greater.

163 *Extreme flood protection* means measures taken to prevent adverse impacts
164 from large low-frequency storm events with a return frequency of one hundred
165 (100) years or more.

166 *Flooding* means a volume of surface water that is too great to be confined
167 within the banks or walls of a conveyance or stream channel and that overflows
168 onto adjacent lands.

169 *Greenspace or open space* means permanently protected areas of the site
170 that are preserved in a natural state.

171 *Hotspot* means an area where the use of the land has the potential to generate
172 highly contaminated runoff, with concentrations of pollutants in excess of those
173 typically found in stormwater.

174 *Hydrologic soil group (HSG)* means a Natural Resource Conservation
175 Service classification system in which soils are categorized into four (4) runoff
176 potential groups. The groups range from group A soils, with high permeability and
177 little runoff produced, to group D soils, which have low permeability rates and
178 produce much more runoff.

179 *Impervious Cover* means a surface composed of any material that
180 significantly impedes or prevents the natural infiltration of water into soil.

181 Impervious surfaces include, but are not limited to, rooftops, buildings, streets and
182 roads, and any concrete or asphalt surface.

183 *Industrial Stormwater Permit* means a National Pollutant Discharge
184 Elimination System (NPDES) permit issued to an industry or group of industries
185 which regulates the pollutant levels associated with industrial stormwater
186 discharges or specifies on-site pollution control strategies.

187 *Infiltration* means the process of percolating stormwater runoff into the
188 subsoil.

189 *Inspection and maintenance agreement* means a written agreement
190 providing for the long-term inspection and maintenance of stormwater
191 management facilities and practices on a site or with respect to a land development
192 project, which when properly recorded in the deed records constitutes a restriction
193 on the title to a site or other land involved in a land development project.

194 *Jurisdictional wetland* means an area that is inundated or saturated by
195 surface water or groundwater at a frequency and duration sufficient to support a
196 prevalence of vegetation typically adapted for life in saturated soil conditions,
197 commonly known as hydrophytic vegetation.

198 *Land development* means any land change, including, but not limited to,
199 clearing, digging, grubbing, stripping, removal of vegetation, dredging, grading,
200 excavating, transporting and filling of land, construction, paving, and any other
201 installation of impervious cover.

202 *Land development activities* means those actions or activities which
203 comprise, facilitate or result in land development.

204 *Land development project* means a discrete land development undertaking.

205 *New development* means a land development activity on a previously
206 undeveloped site.

207 *Nonpoint source pollution* means a form of water pollution that does not
208 originate from a discrete point such as a sewage treatment plant or industrial
209 discharge, but involves the transport of pollutants such as sediment, fertilizers,
210 pesticides, heavy metals, oil, grease, bacteria, organic materials and other
211 contaminants from land to surface water and groundwater via mechanisms such as
212 precipitation, stormwater runoff, and leaching. Nonpoint source pollution is a by-
213 product of land use practices such as agricultural, silvicultural, mining,
214 construction, subsurface disposal and urban runoff sources.

215 *Nonstructural stormwater management practice* or *nonstructural*
216 *practice* means any natural or planted vegetation or other nonstructural component
217 of the stormwater management plan that provides for or enhances stormwater
218 quantity and/or quality control or other stormwater management benefits, and
219 includes, but is not limited to, riparian buffers, open and greenspace areas, overland
220 flow filtration areas, natural depressions, and vegetated channels.

221 *Off-site facility* means a stormwater management facility located outside the
222 boundaries of the site.

223 *On-site facility* means a stormwater management facility located within the
224 boundaries of the site.

225 *Overbank flood protection* means measures taken to prevent an increase in
226 the frequency and magnitude of out-of-bank flooding (i.e. flow events that exceed
227 the capacity of the channel and enter the floodplain), and that are intended to
228 protect downstream properties from flooding for the two-year through twenty-five-
229 year frequency storm events.

230 *Owner* means the legal or beneficial owner of a site, including but not limited
231 to, a mortgagee or vendee in possession, receiver, executor, trustee, lessee or other
232 person, firm or corporation in control of the site.

233 *Permit* means the permit issued by the City of Blue Ridge to the applicant
234 which is required for undertaking any land development activity.

235 *Person* means, except to the extent exempted from this article, any
236 individual, partnership, firm, association, joint venture, public or private
237 corporation, trust, estate, commission, board, public or private institution, utility,
238 cooperative, city, county or other political subdivision of the State, any interstate
239 body or any other legal entity.

240 *Post-development* refers to the time period, or the conditions that may
241 reasonably be expected or anticipated to exist, after completion of the land
242 development activity on a site as the context may require.

243 *Pre-development* refers to the time period, or the conditions that exist, on a
244 site prior to the commencement of a land development project and at the time that
245 plans for the land development of a site are approved by the plan approving
246 authority. Where phased development or plan approval occurs (preliminary
247 grading, roads and utilities, etc.), the existing conditions at the time prior to the
248 first item being approved or permitted shall establish pre-development conditions.

249 *Project* means a land development project.

250 *Redevelopment* means a land development project on a previously developed
251 site, but excludes ordinary maintenance activities, remodeling of existing
252 buildings, resurfacing of paved areas, and exterior changes or improvements which
253 do not materially increase or concentrate stormwater runoff, or cause additional
254 nonpoint source pollution.

255 *Regional stormwater management facility* or *regional*
256 *facility* means stormwater management facilities designed to control stormwater
257 runoff from multiple properties, where the owners or developers of the individual
258 properties may assist in the financing of the facility, and the requirement for on-
259 site controls is either eliminated or reduced.

260 *Runoff* means stormwater runoff.

261 *Site* means the parcel of land being developed, or the portion thereof on
262 which the land development project is located.

263 *stormwater better site design* means nonstructural site design approaches and
264 techniques that can reduce a site's impact on the watershed and can provide for
265 nonstructural stormwater management. *stormwater better site design* includes
266 conserving and protecting natural areas and greenspace, reducing impervious cover
267 and using natural features for stormwater management.

268 *Stormwater management* means the collection, conveyance, storage,
269 treatment and disposal of stormwater runoff in a manner intended to prevent
270 increased flood damage, streambank channel erosion, habitat degradation and
271 water quality degradation, and to enhance and promote the public health, safety
272 and general welfare.

273 *Stormwater management facility* means any infrastructure that controls or
274 conveys stormwater runoff.

275 *Stormwater management measure* means any stormwater management
276 facility or nonstructural stormwater practice.

277 *Stormwater management plan* means a document describing how existing
278 runoff characteristics will be affected by a land development project and containing
279 measures for complying with the provisions of this article.

280 *Stormwater management system* means the entire set of structural and
281 nonstructural stormwater management facilities and practices that are used to
282 capture, convey and control the quantity and quality of the stormwater runoff from
283 a site.

284 *Stormwater retrofit* means a stormwater management practice designed for
285 a currently developed site that previously had either no stormwater management
286 practice in place or a practice inadequate to meet the stormwater management
287 requirements of the site.

288 *Stormwater runoff* means the flow of surface water resulting from
289 precipitation.

290 *Structural stormwater control* means a structural stormwater management
291 facility or device that controls stormwater runoff and changes the characteristics of
292 that runoff including, but not limited to, the quantity and quality, the period of
293 release or the velocity of flow of such runoff.

294 *Subdivision* means the division of a tract or parcel of land resulting in one
295 (1) or more new lots or building sites for the purpose, whether immediately or in
296 the future, of sale, other transfer of ownership or land development, and includes
297 divisions of land resulting from or made in connection with the layout or
298 development of a new street or roadway or a change in an existing street or
299 roadway.

300

301 **7. PERMIT PROCEDURES AND REQUIREMENTS.**

302
303 Permit application requirements:

- 304 1. No owner or developer shall perform any land development activities
305 without first meeting the requirements of this article prior to commencing
306 the proposed activity.
- 307 2. Unless specifically exempted by this article, any owner or developer
308 proposing a land development activity shall submit to the City of Blue Ridge
309 a permit application on a form provided by the city for that purpose.
- 310 3. Unless otherwise exempted by this article, a permit application shall
311 be accompanied by the following items in order to be considered:
- 312 a. *Stormwater* concept plan and consultation meeting certification
313 in accordance with the stormwater concept plan and consultation
314 meeting.
 - 315 b. *Stormwater* management plan in accordance with the
316 stormwater management plan requirements.
 - 317 c. Inspection and maintenance agreement in accordance with this
318 article, if applicable;
 - 319 d. Performance bond in accordance with the performance and
320 maintenance bonds, if applicable; and
 - 321 e. Permit application and plan review fees in accordance with the
322 application procedure described below.

323
324 **8. STORMWATER CONCEPT PLAN AND CONSULTATION**
325 **MEETING.**

326
327 (a) Before any stormwater management permit application is submitted,
328 it is recommended that the land owner or developer meet with the City of
329 Blue Ridge for a consultation meeting on a concept plan for the post-
330 development stormwater management system to be utilized in the proposed
331 land development project. This consultation meeting should take place at the
332 time of the preliminary plan of subdivision or other early step in the
333 development process. The purpose of this meeting is to discuss the post-
334 development stormwater management measures necessary for the proposed
335 project, as well as to discuss and assess constraints, opportunities and
336 potential ideas for stormwater management designs before the formal site
337 design engineering is commenced.

338
339 (b) To accomplish this goal the following information should be included
340 in the concept plan which should be submitted to advance of the meeting:

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(c) *Existing conditions/proposed site plans.* Existing conditions and proposed site layout sketch plans, which illustrate at a minimum: existing and proposed topography; perennial and intermittent streams; mapping of predominant soils from soil surveys (when available); boundaries of existing predominant vegetation and proposed limits of clearing and grading; and location of existing and proposed roads, buildings, parking areas and other impervious surfaces.

(d) *Natural resources inventory.* A written or graphic inventory of the natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description should include a discussion of soil conditions, forest cover, topography, wetlands, and other native vegetative areas on the site, as well as the location and boundaries of other natural feature protection and conservation areas such as wetlands, lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development.

(e) *Stormwater management system concept plan.* A written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed structural stormwater controls; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of proposed stream channel modifications, such as bridge or culvert crossings. Local watershed plans, and any relevant resource protection plans will be consulted in the discussion of the concept plan.

9. STORMWATER MANAGEMENT PLAN REQUIREMENTS.

(a) The stormwater management plan shall detail how post-development stormwater runoff will be controlled or managed and how the proposed project will meet the requirements of this article, including the performance criteria set forth in the post-development stormwater management performance criteria set forth below.

380 (b) This plan shall be in accordance with the criteria established in this
381 section and must be submitted with the stamp and signature of a professional
382 engineer (PE) licensed in the state of Georgia, who must verify that the
383 design of all stormwater management facilities and practices meet the
384 submittal requirements outlined in the submittal checklist(s) found in
385 the stormwater design manual.

386
387 (c) The stormwater management plan must ensure that the requirements
388 and criteria in this article are being complied with and that opportunities are
389 being taken to minimize adverse post-development stormwater runoff
390 impacts from the development. The plan shall consist of maps, narrative, and
391 supporting design calculations (hydrologic and hydraulic) for the
392 proposed stormwater management system. The plan shall include all of the
393 information required in the stormwater management site plan checklist
394 found in the stormwater design manual. This includes:

- 395 1. Common address and legal description of site.
- 396 2. Vicinity map.
- 397 3. Existing conditions hydrologic analysis. The existing condition
398 hydrologic analysis for stormwater runoff rates, volumes, and
399 velocities, which shall include: a topographic map of existing site
400 conditions with the drainage basin boundaries indicated; acreage, soil
401 types and land cover of areas for each subbasin affected by the project;
402 all perennial and intermittent streams and other surface water features;
403 all existing stormwater conveyances and structural control facilities;
404 direction of flow and exits from the site; analysis of runoff provided
405 by off-site areas upstream of the project site; and methodologies,
406 assumptions, site parameters and supporting design calculations used
407 in analyzing the existing conditions site hydrology. For
408 redevelopment sites, predevelopment conditions shall be modeled
409 using the established guidelines for the portion of the site undergoing
410 land development activities.
- 411 4. Post-development hydrologic analysis. The post-development
412 hydrologic analysis for stormwater runoff rates, volumes, and
413 velocities, which shall include: a topographic map of developed site
414 conditions with the post-development drainage basin boundaries
415 indicated; total area of post-development impervious surfaces and
416 other land cover areas for each subbasin affected by the project;
417 calculations for determining the runoff volumes that need to be
418 addressed for each subbasin for the development project to meet the
419 post-development stormwater management performance criteria;

420 location and boundaries of proposed natural feature protection and
421 conservation areas; documentation and calculations for any applicable
422 site design credits that are being utilized; methodologies, assumptions,
423 site parameters and supporting design calculations used in analyzing
424 the existing conditions site hydrology. If the land development activity
425 on a redevelopment site constitutes more than fifty (50) percent of the
426 site area for the entire site, then the post-development stormwater
427 management performance criteria must be met for the stormwater
428 runoff from the entire site.

429 5. Stormwater management system. The description, scaled
430 drawings and design calculations for the proposed post-
431 development stormwater management system, which shall include: A
432 map and/or drawing or sketch of the stormwater management
433 facilities, including the location of nonstructural site design features
434 and the placement of existing and proposed structural stormwater
435 controls, including design water surface elevations, storage volumes
436 available from zero to maximum head, location of inlet and outlets,
437 location of bypass and discharge systems, and all orifice/restrictor
438 sizes; a narrative describing how the selected structural stormwater
439 controls will be appropriate and effective; cross-section and profile
440 drawings and design details for each of the structural stormwater
441 controls in the system, including supporting calculations to show that
442 the facility is designed according to the applicable design criteria; a
443 hydrologic and hydraulic analysis of the stormwater management
444 system for all applicable design storms (including stage-storage or
445 outlet rating curves, and inflow and outflow hydrographs);
446 documentation and supporting calculations to show that
447 the stormwater management system adequately meets the post-
448 development stormwater management performance criteria as found
449 in the post-development stormwater management performance
450 criteria; drawings, design calculations, elevations and hydraulic grade
451 lines for all existing and proposed stormwater conveyance elements
452 including stormwater drains, pipes, culverts, catch basins, channels,
453 swales and areas of overland flow; and where applicable, a narrative
454 describing how the stormwater management system corresponds with
455 any watershed protection plans and/or local greenspace protection
456 plan.

457 6. Post-development downstream analysis. A downstream peak
458 flow analysis which includes the assumptions, results and supporting
459 calculations to show safe passage of post-development design flows

460 downstream. The analysis of downstream conditions in the report shall
461 address each and every point or area along the project site's boundaries
462 at which runoff will exit the property. The analysis shall focus on the
463 portion of the drainage channel or watercourse immediately
464 downstream from the project. This area shall extend downstream from
465 the project to a point in the drainage basin where the project area is
466 ten (10) percent of the total basin area. In calculating runoff volumes
467 and discharge rates, consideration may need to be given to any planned
468 future upstream land use changes. The analysis shall be in accordance
469 with the stormwater design manual.

470 7. Construction-phase erosion and sedimentation control plan. An
471 erosion and sedimentation control plan in accordance with the Georgia
472 Erosion and Sedimentation Control Act or NPDES permit for
473 construction activities. The plan shall also include information on the
474 sequence/phasing of construction and temporary stabilization
475 measures and temporary structures that will be converted into
476 permanent stormwater controls.

477 8. Landscaping and open space plan. A detailed landscaping and
478 vegetation plan describing the woody and herbaceous vegetation that
479 will be used within and adjacent to stormwater management facilities
480 and practices. The landscaping plan must also include: the
481 arrangement of planted areas, natural and greenspace areas and other
482 landscaped features on the site plan; information necessary to
483 construct the landscaping elements shown on the plan drawings;
484 descriptions and standards for the methods, materials and vegetation
485 that are to be used in the construction; density of plantings;
486 descriptions of the stabilization and management techniques used to
487 establish vegetation; and a description of who will be responsible for
488 ongoing maintenance of vegetation for the stormwater management
489 facility and what practices will be employed to ensure that adequate
490 vegetative cover is preserved.

491 9. Operations and maintenance plan. Detailed description of
492 ongoing operations and maintenance procedures for stormwater
493 management facilities and practices to ensure their continued function
494 as designed and constructed or preserved. These plans will identify the
495 parts or components of a stormwater management facility or practice
496 that need to be regularly or periodically inspected and maintained, and
497 the equipment and skills or training necessary. The plan shall include
498 an inspection and maintenance schedule, maintenance tasks,
499 responsible parties for maintenance, funding, access and safety issues.

500 Provisions for the periodic review and evaluation of the effectiveness
501 of the maintenance program and the need for revisions or additional
502 maintenance procedures shall be included in the plan.

503 10. Maintenance access easements. The applicant must ensure
504 access from public right-of-way to stormwater management facilities
505 and practices requiring regular maintenance at the site for the purpose
506 of inspection and repair by securing all the maintenance access
507 easements needed on a permanent basis. Such access shall be
508 sufficient for all necessary equipment for maintenance activities.
509 Upon final inspection and approval, a plat or document indicating that
510 such easements exist shall be recorded and shall remain in effect even
511 with the transfer of title of the property.

512 11. Inspection and maintenance agreements. Unless an on-
513 site stormwater management facility or practice is dedicated to and
514 accepted by the City of Blue Ridge as provided in the stormwater
515 management plan requirements below, the applicant must execute an
516 easement and an inspection and maintenance agreement binding on all
517 subsequent owners of land served by an on-site stormwater
518 management facility or practice in accordance with the stormwater
519 management inspection and maintenance agreements.

520 12. Evidence of acquisition of applicable local and non-local
521 permits. The applicant shall certify and provide documentation to the
522 city that all other applicable environmental permits have been
523 acquired for the site prior to approval of the stormwater management
524 plan. This includes, but is not limited to, any disturbance of over one
525 acre shall require submission to the Environmental Protection
526 Division (“EPD”) for review and approval through the Notice of Intent
527 Process.

528
529 **10. STORMWATER MANAGEMENT INSPECTION AND**
530 **MAINTENANCE AGREEMENTS.**

531
532 (a) Prior to the issuance of any permit for a land development activity
533 requiring a stormwater management facility or practice hereunder and for
534 which the city requires ongoing maintenance, the applicant or owner of the
535 site must, unless an on-site stormwater management facility or practice is
536 dedicated to and accepted by the City of Blue Ridge, execute an inspection
537 and maintenance agreement, and/or a conservation easement, if applicable,
538 that shall be binding on all subsequent owners of the site.
539

540 (b) The inspection and maintenance agreement, if applicable, must be
541 approved by the city prior to plan approval, and recorded in the deed records
542 upon final plat approval.

543
544 (c) The inspection and maintenance agreement shall identify by name or
545 official title the person(s) responsible for carrying out the inspection and
546 maintenance. Responsibility for the operation and maintenance of
547 the stormwater management facility or practice, unless assumed by a
548 governmental agency, shall remain with the property owner and shall pass
549 to any successor owner. If portions of the land are sold or otherwise
550 transferred, legally binding arrangements shall be made to pass the
551 inspection and maintenance responsibility to the appropriate successors in
552 title. These arrangements shall designate for each portion of the site, the
553 person to be permanently responsible for its inspection and maintenance.

554
555 (d) As part of the inspection and maintenance agreement, a schedule shall
556 be developed for when and how often routine inspection and maintenance
557 will occur to ensure proper function of the stormwater management facility
558 or practice. The agreement shall also include plans for annual inspections to
559 ensure proper performance of the facility between scheduled maintenance
560 and shall also include remedies for the default thereof.

561
562 (e) In addition to enforcing the terms of the inspection and maintenance
563 agreement, they may also enforce all of the provisions for ongoing inspection
564 and maintenance as found in the right-of-entry for inspection section.

565
566 (d) The City of Blue Ridge, in lieu of an inspection and maintenance
567 agreement, may accept dedication of any existing or future stormwater
568 management facility for maintenance, provided such facility meets all the
569 requirements of this article and includes adequate and perpetual access and
570 sufficient area, by easement or otherwise, for inspection and regular
571 maintenance.

572
573 **11. PERFORMANCE AND MAINTENANCE BONDS.**

574
575 The city may require the posting of appropriate bonds by the owner or
576 developer to insure performance of construction and/or maintenance obligations
577 hereunder.

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579 **12. APPLICATION PROCEDURE.**

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(a) Applications for land development permits shall be filed with the City of Blue Ridge.

(b) Permit applications shall include the items set forth in the stormwater management plan requirements above, two (2) copies of the stormwater management plan and the inspection maintenance agreement, if applicable, shall be included.

(c) The application will be checked for completeness within ten business days of its submission. Incomplete applications will be promptly returned to the applicant. Unless approved for independent review, The city shall forward the plans to the Blue Ridge Mountain Soil and Water Conservation District (“BRMSWCD”) Office in Blairsville, Georgia and inform the applicant whether the application, stormwater management plan and inspection and maintenance agreement are approved or disapproved in a reasonable amount of time, not exceeding 30 days from receiving the review results from the BRMSWCD”).

(d) If either the permit application, stormwater management plan or inspection and maintenance agreement are disapproved, the city shall notify the applicant of such fact in writing. The applicant may then revise any item not meeting the requirements hereof and resubmit the same, in which event subparagraph (c) above and this subparagraph shall apply to such resubmittal.

(e) Upon a finding by the city that the permit application, stormwater management plan and inspection and maintenance agreement, if applicable, meet the requirements of this article, the city may issue a permit for the land development project, provided all other legal requirements for the issuance of such permit have been met.

(f) Notwithstanding the issuance of the permit, in conducting the land development project, the applicant or other responsible person shall be subject to the following requirements:

1. The applicant shall comply with all applicable requirements of the approved plan and this article and shall certify that all land clearing, construction, land development and drainage will be done according to the approved plan;
2. The land development project shall be conducted only within the area specified in the approved plan;
3. The city shall be allowed to conduct periodic inspections of the project;
4. No changes may be made to an approved plan without review and written approval by the city; and

620 5. Upon completion of the project, the applicant or other
621 responsible person shall submit the engineer's report and certificate
622 and as-built plans determined by the final inspection and as built plans
623 section.

624
625 **13. APPLICATION REVIEW FEES.**

626
627 The fee for review of any stormwater management application shall be based
628 on the fee structure established by the city and shall be made prior to the issuance of
629 any building permit for the development.

630
631 **14. MODIFICATIONS FOR OFF-SITE FACILITIES.**

632
633 (a) The stormwater management plan for each land development project
634 shall provide for stormwater management measures located on the site of the
635 project, unless provisions are made to manage stormwater by an off-site or
636 regional facility. The off-site or regional facility must be located on property
637 legally dedicated for the purpose, must be designed and adequately sized to
638 provide a level of stormwater quantity and quality control that is equal to or
639 greater than that which would be afforded by on-site practices and there must
640 be a legally-obligated entity responsible for long-term operation and
641 maintenance of the off-site or regional stormwater facility. In addition, on-
642 site measures shall be implemented, where necessary, to protect upstream
643 and downstream properties and drainage channels from the site to the off-
644 site facility.

645 (b) A stormwater management plan must be submitted to the city which
646 shows the adequacy of the off-site or regional facility.

647 (c) To be eligible for a modification, the applicant must demonstrate to
648 the satisfaction of the city that the use of an off-site or regional facility will
649 not result in the following impacts to upstream or downstream areas:

- 650 1. Increased threat of flood damage to public health, life, and
651 property;
 - 652 2. Deterioration of existing culverts, bridges, dams, and other
653 structures;
 - 654 3. Accelerated streambank or streambed erosion or siltation;
 - 655 4. Degradation of in-stream biological functions or habitat; or
 - 656 5. Water quality impairment in violation of State water quality
657 standards, and/or violation of any state or federal regulations.
- 658

659 **15. POST-DEVELOPMENT STORMWATER MANAGEMENT**
660 **PERFORMANCE CRITERIA.**

661
662 The following performance criteria shall be applicable to all stormwater
663 management plans, unless otherwise provided for in this article:

664
665 (a) *Water quality.* All stormwater runoff generated from a site shall be
666 adequately treated before discharge. It will be presumed that a stormwater
667 management system complies with this requirement if:

- 668 1. It is sized to treat the prescribed water quality treatment volume
669 from the site, as defined in the Georgia Stormwater Management
670 Manual;
- 671 2. Appropriate structural stormwater controls or nonstructural
672 practices are selected, designed, constructed or preserved, and
673 maintained according to the specific criteria in the
674 Georgia Stormwater Management Manual; and
- 675 3. Runoff from hotspot land uses and activities identified by the
676 City are adequately treated and addressed through the use of
677 appropriate structural stormwater controls, nonstructural practices and
678 pollution prevention practices.

679 (b) *Stream channel protection.* Protection of stream channels from bank
680 and bed erosion and degradation shall be provided by using all of the
681 following three approaches:

- 682 1. Preservation, restoration and/or reforestation (with native
683 vegetation) of the applicable stream buffer;
- 684 2. Twenty-four-hour extended detention storage of the one-year,
685 twenty-four-hour return frequency storm event; provided, however,
686 that this requirement may be adjusted or waived by the city for sites
687 that discharge directly into larger streams, rivers, wetlands, or lakes,
688 or to a man-made channel or conveyance system where the reduction
689 in these flows will not have an impact on upstream or downstream
690 streambank or channel integrity.
- 691 3. Erosion prevention measures such as energy dissipation and
692 velocity control.

693 (c) *Overbank flooding protection.* Downstream overbank flood and
694 property protection shall be provided by controlling (attenuating) the post-
695 development peak discharge rate to the pre-development rate for the twenty-
696 five-year, twenty-four-hour return frequency storm event. If control of the
697 one-year, twenty-four-hour storm is exempted, then peak discharge rate
698 attenuation of the two-year through the twenty-five-year return frequency

699 storm event must be provided; provided however, that this requirement may
700 be adjusted or waived by the city for sites where the post-development
701 downstream analysis shows that uncontrolled post-development conditions
702 will not increase downstream peak flows, or that meeting the requirement
703 will cause greater peak flow downstream impacts than the uncontrolled post-
704 development conditions.

705 (d) *Extreme flooding protection.* Extreme flood and public safety
706 protection shall be provided by controlling and safely conveying the one
707 hundred-year, twenty-four-hour return frequency storm event such that
708 flooding is not exacerbated; provided however that this requirement may be
709 adjusted or waived by the city for sites where the post-development
710 downstream analysis shows that uncontrolled post-development conditions
711 will not increase downstream peak flows, or that meeting the requirement
712 will cause greater peak flow downstream impacts than the uncontrolled post-
713 development conditions.

714 (e) *Structural stormwater controls.*

715 1. All structural stormwater management facilities shall be
716 selected and designed using the appropriate criteria from the
717 Georgia Stormwater Management Manual. All structural stormwater
718 controls must be designed appropriately to meet their intended
719 function. For other structural stormwater controls not included in the
720 Georgia Stormwater Management Manual, or for which pollutant
721 removal rates have not been provided, the effectiveness and pollutant
722 removal of the structural control must be documented through prior
723 studies, literature reviews, or other means and receive approval from
724 city before being included in the design of a stormwater management
725 system. In addition, if hydrologic or topographic conditions, or land
726 use activities warrant greater control than that provided by the
727 minimum control requirements, the city may impose additional
728 requirements deemed necessary to protect upstream and downstream
729 properties and aquatic resources from damage due to increased
730 volume, frequency, and rate of stormwater runoff or increased
731 nonpoint source pollution loads created on the site in question.

732 2. Applicants shall consult the Georgia Stormwater Management
733 Manual for guidance on the factors that determine site design
734 feasibility when selecting and locating a
735 structural stormwater control.

736 (f) *Stormwater credits for nonstructural measures.* The use of one (1) or
737 more site design measures by the applicant may allow for a reduction in the
738 water quality treatment volume required under subsection (a) above. The

739 applicant may, if approved by the city, take credit for the use
740 of stormwater better site design practices and reduce the water quality
741 volume requirement. For each potential credit, there is a minimum set of
742 criteria and requirements which identify the conditions or circumstances
743 under which the credit may be applied. The site design practices that qualify
744 for this credit and the criteria and procedures for applying and calculating
745 the credits are included in the Georgia Stormwater Management Manual.

746 (g) *Drainage system guidelines.* Stormwater conveyance facilities, which
747 may include but are not limited to culverts, stormwater drainage pipes, catch
748 basins, drop inlets, junction boxes, headwalls, gutter, swales, channels,
749 ditches, and energy dissipaters shall be provided when necessary for the
750 protection of public right-of-way and private properties adjoining project
751 sites and/or public right-of-ways. Stormwater conveyance facilities that are
752 designed to carry runoff from more than one (1) parcel, existing or proposed,
753 shall meet the following requirements:

- 754 1. Methods to calculate stormwater flows shall be in accordance
755 with the stormwater design manual;
- 756 2. All culverts, pipe systems and open channel flow systems shall
757 be sized in accordance with the stormwater management plan using
758 the methods included in the stormwater design manual; and
- 759 3. Design and construction of stormwater conveyance facilities
760 shall be in accordance with the criteria and specifications found in
761 the stormwater design manual.

762 (h) *Dam design guidelines.* Any land disturbing activity that involves a
763 site which proposes a dam shall comply with the Georgia Safe Dams Act and
764 Rules for Dam Safety as applicable.

765
766 **16. CONSTRUCTION INSPECTIONS OF POST-DEVELOPMENT**
767 **STORMWATER MANAGEMENT SYSTEM.**

768
769 (a) Inspections to ensure plan compliance during construction. Periodic
770 inspections of the stormwater management system construction shall be
771 conducted by the staff of the City of Blue Ridge or conducted and certified
772 by a professional engineer who has been approved by the city. Construction
773 inspections shall utilize the approved stormwater management plan for
774 establishing compliance.

775
776 (b) All inspections shall be documented with written reports that contain
777 the following information:

- 778 1. The date and location of the inspection;

- 779 2. Whether construction is in compliance with the approved
780 stormwater management plan.
781 3. Variations from the approved construction specifications; and
782 4. Any other variations or violations of the conditions of the
783 approved stormwater management plan.
784

785 (c) If any violations are found, the applicant shall be notified in writing
786 of the nature of the violation and the required corrective actions.
787

788 **17. FINAL INSPECTION AND AS BUILT PLANS.**
789

790 Upon completion of a project, and before a certificate of occupancy shall be
791 granted, the applicant is responsible for certifying that the completed project is in
792 accordance with the approved stormwater management plan. All applicants are
793 required to submit actual "as built" plans for any stormwater management facilities
794 or practices after final construction is completed. The plan must show the final
795 design specifications for all stormwater management facilities and practices and
796 must be certified by a professional engineer. A final inspection by the city is
797 required before the release of any performance securities can occur.
798

799 **18. ONGOING INSPECTION AND MAINTENANCE OF**
800 **STORMWATER FACILITIES AND PRACTICES.**
801

802 (a) Long-term maintenance inspection of stormwater facilities and
803 practices. Stormwater management facilities and practices included in
804 a stormwater management plan which are subject to an inspection and
805 maintenance agreement must undergo ongoing inspections to document
806 maintenance and repair needs and ensure compliance with the requirements
807 of the agreement, the plan and this article.
808

809 (b) A stormwater management facility or practice shall be inspected on a
810 periodic basis by the responsible person in accordance with the approved
811 inspection and maintenance agreement. In the event that the stormwater
812 management facility has not been maintained and/or becomes a danger to
813 public safety or public health, the city shall notify the person responsible for
814 carrying out the maintenance plan by registered or certified mail to the
815 person specified in the inspection and maintenance agreement. The notice
816 shall specify the measures needed to comply with the agreement and the plan
817 and shall specify the time within which such measures shall be completed.
818 If the responsible person fails or refuses to meet the requirements of the

819 inspection and maintenance agreement, the City of Blue Ridge, may correct
820 the violation as provided in the violations, enforcement and penalties section
821 described below.

822
823 (c) Inspection programs by the city may be established on any reasonable
824 basis, including but not limited to: routine inspections; random inspections;
825 inspections based upon complaints or other notice of possible violations; and
826 joint inspections with other agencies inspecting under environmental or
827 safety laws. Inspections may include, but are not limited to: reviewing
828 maintenance and repair records; sampling discharges, surface water,
829 groundwater, and material or water in stormwater management facilities;
830 and evaluating the condition of stormwater management facilities and
831 practices.

832
833 **19. RIGHT-OF-ENTRY FOR INSPECTION.**

834
835 The terms of the inspection and maintenance agreement shall provide for the
836 city to enter the property at reasonable times and in a reasonable manner for the
837 purpose of inspection. This includes the right to enter a property when it has a
838 reasonable basis to believe that a violation of this article is occurring or has
839 occurred and to enter when necessary for abatement of a public nuisance or
840 correction of a violation of this article.

841
842 **20. RECORDS OF MAINTENANCE ACTIVITIES.**

843
844 Parties responsible for the operation and maintenance of a stormwater
845 management facility shall provide records of all maintenance and repairs to the city.

846
847 **21. FAILURE TO MAINTAIN.**

848
849 If a responsible person fails or refuses to meet the requirements of the
850 inspection and maintenance agreement, the city, after thirty (30) days written notice
851 (except, that in the event the violation constitutes an immediate danger to public
852 health or public safety, twenty-four (24) hours' notice shall be sufficient), may
853 correct a violation of the design standards or maintenance requirements by
854 performing the necessary work to place the facility or practice in proper working
855 condition. The city may assess the owner(s) of the facility for the cost of repair
856 work which shall be a lien on the property, and may be placed on the ad valorem
857 tax bill for such property and collected in the ordinary manner for such taxes.

858

859 **22. VIOLATIONS, ENFORCEMENT AND PENALTIES.**

860
861 (a) Any action or inaction which violates the provisions of this article or
862 the requirements of an approved stormwater management plan or permit,
863 may be subject to the enforcement actions outlined in this section. Any such
864 action or inaction which is continuous with respect to time is deemed to be
865 a public nuisance and may be abated by injunctive or other equitable relief.
866 The imposition of any of the penalties described below shall not prevent such
867 equitable relief. The imposition of any of the penalties described below shall
868 not prevent such equitable relief.

869
870 (b) Notice of violation. If the city determines that an applicant or other
871 responsible person has failed to comply with the terms and conditions of a
872 permit, an approved stormwater management plan or the provisions of this
873 article, it shall issue a written notice of violation to such applicant or other
874 responsible person. Where a person is engaged in activity covered by this
875 article without having first secured a permit therefor, the notice of violation
876 shall be served on the owner or the responsible person in charge of the
877 activity being conducted on the site.

878
879 (c) The notice of violation shall contain:

- 880
881 1. The name and address of the owner or the applicant or the
882 responsible person;
883 2. The address or other description of the site upon which the
884 violation is occurring;
885 3. A statement specifying the nature of the violation;
886 4. A description of the remedial measures necessary to bring the
887 action or inaction into compliance with the permit, the stormwater
888 management plan or this article and the date for the completion of
889 such remedial action;
890 5. A statement of the penalty or penalties that may be assessed
891 against the person to whom the notice of violation is directed; and
892 6. A statement that the determination of violation may be
893 appealed to the city by filing a written notice of appeal within thirty
894 (30) days after the notice of violation (except, that in the event the
895 violation constitutes an immediate danger to public health or public
896 safety, twenty-four (24) hours' notice shall be sufficient).

897

898 (d) Penalties. In the event the remedial measures described in the notice
899 of violation have not been completed by the date set forth for such
900 completion in the notice of violation, any one (1) or more of the following
901 actions or penalties may be taken or assessed against the person to whom the
902 notice of violation was directed. Before taking any of the following actions
903 or imposing any of the following penalties, the city shall first notify the
904 applicant or other responsible person in writing of its intended action, and
905 shall provide a reasonable opportunity, of not less than ten (10) days (except,
906 that in the event the violation constitutes an immediate danger to public
907 health or public safety, twenty-four (24) hours' notice shall be sufficient) to
908 cure such violation. In the event the applicant or other responsible person
909 fails to cure such violation after such notice and cure period, the city may
910 take any one (1) or more of the following actions or impose any one (1) or
911 more of the following penalties.

912
913 1. *Stop work order.* -The City of Blue Ridge may issue a stop work
914 order which shall be served on the applicant or other responsible
915 person. The stop work order shall remain in effect until the applicant
916 or other responsible person has taken the remedial measures set forth
917 in the notice of violation or has otherwise cured the violation or
918 violations described therein, provided the stop work order may be
919 withdrawn or modified to enable the applicant or other responsible
920 person to take the necessary remedial measures to cure such violation
921 or violations.

922 2. *Withhold certificate of occupancy.* The city may refuse to issue
923 a certificate of occupancy for the building or other improvements
924 constructed or being constructed on the site until the applicant or other
925 responsible person has taken the remedial measures set forth in the
926 notice of violation or has otherwise cured the violations described
927 therein.

928 3. *Suspension, revocation or modification of permit.* The city may
929 suspend, revoke or modify the permit authorizing the land
930 development project. A suspended, revoked or modified permit may
931 be reinstated after the applicant or other responsible person has taken
932 the remedial measures set forth in the notice of violation or has
933 otherwise cured the violations described therein, provided such permit
934 may be reinstated [upon such conditions as the City of Blue Ridge may
935 deem necessary] to enable the applicant or other responsible person to
936 take the necessary remedial measures to cure such violations.

937 4. *Civil penalties.* In the event the applicant or other responsible
938 person fails to take the remedial measures set forth in the notice of
939 violation or otherwise fails to cure the violations described therein
940 within ten (10) days, or such greater period as the city shall deem
941 appropriate (except, that in the event the violation constitutes an
942 immediate danger to public health or public safety, twenty-four (24)
943 hours' notice shall be sufficient) after the city has taken one (1) or
944 more of the actions described above, the city may impose a penalty
945 not to exceed one thousand dollars (\$1,000.00) (depending on the
946 severity of the violation) for each day the violation remains
947 unremedied after receipt of the notice of violation.

948 5. *Criminal penalties.* For intentional and flagrant violations of
949 this article, the city may issue a citation to the applicant or other
950 responsible person, requiring such person to appear in city court to
951 answer charges for such violation. Upon conviction, such person shall
952 be punished by a fine not to exceed one thousand dollars (\$1,000.00)
953 or imprisonment for sixty (60) days or both. Each act of violation and
954 each day upon which any violation shall occur shall constitute a
955 separate offense.
956
957

958 **ARTICLE II. STREAM BUFFER PROTECTION**
959

960 **1. DEFINITIONS.**
961

962 *Buffer* means, with respect to a stream, a natural or enhanced vegetated
963 area established by the land development requirements lying adjacent to the
964 stream.

965 *Impervious cover* means any manmade paved, hardened or structural surface
966 regardless of material. Impervious cover includes but is not limited to rooftops,
967 buildings, streets, roads, decks, swimming pools and any concrete or asphalt.

968 *Land development* means any land change, including but not limited to
969 clearing, grubbing, stripping, removal of vegetation, dredging, grading,
970 excavating, transporting and filling of land, construction, paving and any other
971 installation of impervious cover.

972 *Land development activity* means those actions or activities which comprise,
973 facilitate or result in land development.

974 *Land Disturbance* means any land or vegetation change, including, but not
975 limited to, clearing, grubbing, stripping, removal of vegetation, dredging, grading,

976 excavating, transporting and filling of land, that do not involve construction,
977 paving or any other installation of impervious cover.

978 *Land disturbance activity* means those actions or activities which comprise,
979 facilitate or result in land disturbance.

980 *Floodplain* means any land area susceptible to flooding, which would have
981 at least a one percent probability of flooding occurrence in any calendar year based
982 on the basin being fully developed as shown on the current land use plan; i.e., the
983 regulatory flood.

984 *Parcel* means any plot, lot or acreage shown as a unit on the latest county
985 tax assessment records.

986 *Permit* means the permit issued by the City of Blue Ridge required for
987 undertaking any land development activity.

988 *Person* means any individual, partnership, firm, association, joint venture,
989 public or private corporation, trust, estate, commission, board, public or private
990 institution, utility, cooperative, city, county or other political subdivision of the
991 State, any interstate body or any other legal entity.

992 *Protection area or stream protection area* means, with respect to a stream,
993 the combined areas of all required buffers and setbacks applicable to such stream.

994 *Riparian* means belonging or related to the bank of a river, stream, lake,
995 pond or impoundment.

996 *Setback* means, with respect to a stream, the area established by the land
997 development requirements below, extending beyond any buffer applicable to the
998 stream.

999 *Stream* means any stream, beginning at:

- 1000 1. The location of a spring, seep, or groundwater outflow that sustains
1001 streamflow; or
- 1002 2. A point in the stream channel with a drainage area of twenty-five (25)
1003 acres or more; or
- 1004 3. Where evidence indicates the presence of a stream in a drainage area
1005 of other than twenty-five (25) acres, the City of Blue Ridge may require
1006 field studies to verify the existence of a stream.

1007
1008 *Stream bank* means the sloping land that contains the stream channel and the
1009 normal flows of the stream.

1010 *Stream channel* means the portion of a watercourse that contains the base
1011 flow of the stream.

1012 *Watershed* means the land area that drains into a particular stream.

1013

1014 **2. APPLICABILITY.**

1015

1016 This article shall apply to all land development activity on property
1017 containing a stream protection area as defined by this article. These requirements
1018 are in addition to, and do not replace or supersede, any other applicable buffer
1019 requirements established under state law and approval or exemption from these
1020 requirements do not constitute approval or exemption from buffer requirements
1021 established under state law or from other applicable local, state or federal
1022 regulations.

1023
1024 **3. GRANDFATHER PROVISIONS.**

1025
1026 This article shall not apply to the following activities:

1027
1028 (a) Work consisting of the repair or maintenance of any lawful use of land
1029 that is zoned and approved for such use on or before the effective date of this
1030 article.

1031
1032 (b) Existing development and on-going land disturbance activities
1033 including but not limited to existing agriculture, silviculture, landscaping,
1034 gardening and lawn maintenance, except that new development or land
1035 disturbance activities on such properties will be subject to all applicable
1036 buffer requirements.

1037
1038 (c) Any land development activity that is under construction, fully
1039 approved for development, scheduled for permit approval or has been
1040 submitted for approval as of the effective date of this article.

1041
1042 (d) Land development activity that has not been submitted for approval,
1043 but that is part of a larger master development plan, such as for an office
1044 park or other phased development that has been previously approved within
1045 two years of the effective date of this article.

1046
1047 **4. EXEMPTIONS.**

1048
1049 The following specific activities are exempt from this article. Exemption of
1050 these activities does not constitute an exemption for any other activity proposed on
1051 a property.

1052
1053 (a) Activities for the purpose of building one of the following:
1054 1. A stream crossing by a driveway, transportation route or utility
1055 line;

- 1056 2. Public water supply intake or public wastewater outfall
1057 structures;
- 1058 3. Intrusions necessary to provide access to a property;
- 1059 4. Public access facilities that must be on the water including boat
1060 ramps, docks, foot trails leading directly to the river, fishing platforms
1061 and overlooks;
- 1062 5. Unpaved foot trails and paths;
- 1063 6. Activities to restore and enhance stream bank stability,
1064 vegetation, water quality and/or aquatic habitat, so long as native
1065 vegetation and bioengineering techniques are used.

1066
1067 (b) Public sewer line easements paralleling the creek, except that all
1068 easements (permanent and construction) and land disturbance should be at
1069 least twenty-five (25) feet from the top of the bank. This includes such
1070 impervious cover as is necessary for the operation and maintenance of the
1071 utility, including but not limited to manholes, vents and valve structures.
1072 This exemption shall not be construed as allowing the construction of roads,
1073 bike paths or other transportation routes in such easements, regardless of
1074 paving material, except for access for the uses specifically cited in the
1075 exemptions portion of this article.

1076
1077 (c) Land development activities within a right-of-way existing at the time
1078 this article takes effect or approved under the terms of this article.

1079
1080 (d) Within an easement of any utility existing at the time this article takes
1081 effect or approved under the terms of this article, land disturbance activities
1082 and such impervious cover as is necessary for the operation and maintenance
1083 of the utility, including but not limited to manholes, vents and valve
1084 structures.

1085
1086 (e) Emergency work necessary to preserve life or property. However,
1087 when emergency work is performed under this section, the person
1088 performing it shall report such work to the city public works director or his
1089 designee on the next business day after commencement of the work. Within
1090 ten (10) days thereafter, the person shall apply for a permit and perform such
1091 work within such time period as may be determined by the public works
1092 director or his designee to be reasonably necessary to correct any impairment
1093 such emergency work may have caused to the water conveyance capacity,
1094 stability or water quality of the protection area.

1095

1096 After the effective date of this article, it shall apply to new subdividing and
1097 platting activities.

1098
1099 Any land development activity within a buffer established hereunder or any
1100 impervious cover within a setback established hereunder is prohibited unless a
1101 variance is granted pursuant to the variance section of this article.

1102 1103 **5. LAND DEVELOPMENT REQUIREMENTS.**

1104
1105 Buffer and setback requirements. All land development activity subject to
1106 this article shall meet the following requirements:

- 1107
1108 (a) An undisturbed natural vegetative buffer shall be maintained for fifty
1109 (50) feet, measured horizontally, on both banks (as applicable) of the
1110 stream as measured from the top of the stream bank. However, the
1111 setback from the Toccoa River shall be one hundred (100') feet.
1112
1113 (b) An additional setback shall be maintained for twenty-five (25) feet,
1114 measured horizontally, beyond the undisturbed natural vegetative
1115 buffer, in which all impervious cover shall be prohibited. Grading,
1116 filling and earthmoving shall be minimized within the setback.
1117
1118 (c) No septic tanks or septic tank drain fields shall be permitted within the
1119 buffer or the setback.

1120 1121 **6. VARIANCES.**

- 1122
1123 (a) Variances from the above buffer and setback requirements may be
1124 granted in accordance with the following provisions:

1125
1126 1. If State law requires approval of a variance by the Environmental
1127 Protection Division (“EPD”), this Section shall not apply and the property
1128 owner shall be required to apply for any requested variance with the EPD.

1129
1130 ~~2.~~ Where a parcel was platted prior to the effective date of this
1131 article, and its shape, topography or other existing physical condition
1132 prevents land development consistent with this article, and the
1133 Director finds and determines that the requirements of this article
1134 prohibit the otherwise lawful use of the property by the owner, after
1135 review and recommendation from the Board of Zoning Appeals, the

1136 City Council of Blue Ridge may grant a variance from the buffer and
1137 setback requirements hereunder, provided such variance requires
1138 mitigation measures to offset the effects of any proposed land
1139 development on the parcel.

1140 32. Except as provided above, the city council shall grant no
1141 variance from any provision of this article without first conducting a
1142 public hearing on the application for variance and authorizing the
1143 granting of the variance by an affirmative vote of the city council.

1144
1145 (b) Variances will be considered in the following cases:

1146
1147 1. When a property's shape, topography or other physical
1148 conditions existing at the time of the adoption of this article prevents
1149 land development unless a buffer variance is granted.

1150
1151 2. Unusual circumstances when strict adherence to the minimal
1152 buffer requirements in the article would create an extreme hardship.

1153
1154 3. In specific circumstances when the City Council determines that
1155 it would be appropriate to grant a variance considering all relevant
1156 factors and the intent of this Section.

1157
1158 (c) Variances will not be considered when, following adoption of this
1159 article, actions of any property owner of a given property have created
1160 conditions of a hardship on that property.

1161
1162 (d) At a minimum, a variance request shall include the following
1163 information:

1164 1. A site map that includes locations of all streams, wetlands,
1165 floodplain boundaries and other natural features, as determined by
1166 field survey;

1167 2. A description of the shape, size, topography, slope, soils,
1168 vegetation and other physical characteristics of the property;

1169 3. A detailed site plan that shows the locations of all existing and
1170 proposed structures and other impervious cover, the limits of all
1171 existing and proposed land disturbance, both inside and outside the
1172 buffer and setback. The exact area of the buffer to be affected shall be
1173 accurately and clearly indicated;

1174 4. Documentation of unusual hardship should the buffer be
1175 maintained;

- 1176 5. At least one (1) alternative plan, which does not include a buffer
1177 or setback intrusion, or an explanation of why such a site plan is not
1178 possible;
- 1179 6. A calculation of the total area and length of the proposed
1180 intrusion;
- 1181 7. A stormwater management site plan, if applicable; and
- 1182 8. Proposed mitigation, if any, for the intrusion. If no mitigation is
1183 proposed, the request must include an explanation of why none is
1184 being proposed.

1185

1186 (e) The following factors will be considered in determining whether to
1187 issue a variance:

- 1188 1. The shape, size, topography, slope, soils, vegetation and other
1189 physical characteristics of the property;
- 1190 2. The locations of all streams on the property, including along
1191 property boundaries;
- 1192 3. The location and extent of the proposed buffer or setback
1193 intrusion;
- 1194 4. Whether alternative designs are possible which require less
1195 intrusion or no intrusion;
- 1196 5. The long-term and construction water-quality impacts of the
1197 proposed variance; and
- 1198 6. Whether issuance of the variance is at least as protective of
1199 natural resources and the environment.

1200

1201 **7. COMPATIBILITY WITH OTHER BUFFER REGULATIONS AND**
1202 **REQUIREMENTS.**

1203

1204 This article is not intended to interfere with, abrogate or annul any other
1205 article, rule or regulation, statute or other provision of law. The requirements of
1206 this article should be considered minimum requirements, and where any provision
1207 of this article imposes restrictions different from those imposed by any other
1208 ordinance, rule, regulation or other provision of law, whichever provisions are
1209 more restrictive or impose higher protective standards for human health or the
1210 environment shall be considered to take precedence.

1211

1212 **8. ADDITIONAL INFORMATION REQUIREMENTS FOR**
1213 **DEVELOPMENT ON BUFFER ZONE PROPERTIES.**

1214

1215 (a) Any permit applications for property requiring buffers and setbacks
1216 hereunder must include the following:

- 1217 1. A site plan showing:
 - 1218 i. The location of all streams on the property;
 - 1219 ii. Limits of required stream buffers and setbacks on the
1220 property;
 - 1221 iii. Buffer zone topography with contour lines at no great than
1222 five-foot contour intervals;
 - 1223 iv. Delineation of forested and open areas in the buffer zone;
 - 1224 v. Detailed plans of all proposed land development in the
1225 buffer and all proposed impervious cover within the setback;
 - 1226 vi. A description of all proposed land development within the
1227 buffer and setback; and
 - 1228 vii. Any other documentation that the Director or his designee
1229 may reasonably deem necessary for review of the application and
1230 to insure that the buffer zone ordinance is addressed in the
1231 approval process.

1232
1233 (b) All buffer and setback areas must be recorded on the final plat of the
1234 property following plan approval.

1235
1236 **9. RESPONSIBILITY.**
1237

1238 Neither the issuance of a development permit nor compliance with the
1239 conditions thereof, nor with the provisions of this article shall relieve any person
1240 from any responsibility otherwise imposed by law for damage to persons or
1241 property; nor shall the issuance of any permit hereunder serve to impose any
1242 liability upon the City of Blue Ridge, its officers or employees, for injury or
1243 damage to persons or property.

1244
1245 **10. INSPECTION.**
1246

1247 (a) The Director or his designee may cause inspections of the work in the
1248 buffer or setback to be made periodically during the course thereof and shall
1249 make a final inspection following completion of the work. The permittee
1250 shall assist the Director or his designee in making such inspections. The city
1251 shall have the authority to conduct such investigations as it may reasonably
1252 deem necessary to carry out its duties as prescribed in this article, and for
1253 this purpose to enter at reasonable time upon any property, public or private,

1254 for the purpose of investigating and inspecting the sites of any land
1255 development activities within the protection area.

1256
1257 (b) No person shall refuse entry or access to any authorized representative
1258 or agent who requests entry for purposes of inspection, and who presents
1259 appropriate credentials, nor shall any person obstruct, hamper or interfere
1260 with any such representative while in the process of carrying out official
1261 duties.

1262

1263 **11. VIOLATIONS, ENFORCEMENT AND PENALTIES.**

1264

1265 Any action or inaction which violates the provisions of this article or the
1266 requirements of an approved site plan or permit may be subject to the enforcement
1267 actions hereinafter described. Any such action or inaction which is continuous with
1268 respect to time is deemed to be a public nuisance and may be abated by injunctive
1269 or other equitable relief. The imposition of any of the penalties described below
1270 shall not prevent such equitable relief.

1271

1272 **12. NOTICE OF VIOLATION.**

1273

1274 (a) If the Director or his designee determines that an applicant or other
1275 responsible person has failed to comply with the terms and conditions of a
1276 permit, an approved site plan or the provisions of this article, he shall issue
1277 a written notice of violation to such applicant or other responsible person.
1278 Where a person is engaged in activity covered by this article without having
1279 first secured the appropriate permit therefor, the notice of violation shall be
1280 served on the owner or the responsible person in charge of the activity being
1281 conducted on the site.

1282

1283 (b) The notice of violation shall contain:

1284

1285 1. The name and address of the owner or the applicant or the
1286 responsible person;

1287 2. The address or other description of the site upon which the
1288 violation is occurring;

1289 3. A statement specifying the nature of the violation;

1290 4. A description of the remedial measures necessary to bring the
1291 action or inaction into compliance with the permit, the approved site
1292 plan or this article and the date for the completion of such remedial
1293 action;

1294 5. A statement of the penalty or penalties that may be assessed
1295 against the person to whom the notice of violation is directed; and,

1296 6. A statement that the determination of violation may be appealed
1297 to the Director by filing a written notice of appeal within thirty (30)
1298 days after the notice of violation (except that in the event the violation
1299 constitutes an immediate danger to public health or public safety,
1300 twenty-four (24) hours' notice shall be sufficient).

1301
1302 **13. PENALTIES.**

1303
1304 In the event the remedial measures described in the notice of violation have
1305 not been completed by the date set forth for such completion in the notice of
1306 violation, any one (1) or more of the following actions or penalties may be taken
1307 or assessed against the person to whom the notice of violation was directed. Before
1308 taking any of the following actions or imposing any of the following penalties, the
1309 Director or his designee shall first notify the applicant or other responsible person
1310 in writing of its intended action, and shall provide a reasonable opportunity, of not
1311 less than ten days (except that in the event the violation constitutes an immediate
1312 danger to public health or public safety, twenty-four (24) hours notice shall be
1313 sufficient) to cure such violation. In the event the applicant or other responsible
1314 person fails to cure such violation after such notice and cure period, the Director
1315 works may take any one (1) or more of the following actions or impose any one (1)
1316 or more of the following penalties.

1317
1318 (a) *Stop work order.* The Director may issue a stop work order which shall
1319 be served on the applicant or other responsible person. The stop work order
1320 shall remain in effect until the applicant or other responsible person has taken
1321 the remedial measures set forth in the notice of violation or has otherwise
1322 cured the violation or violations described therein, provided the stop work
1323 order may be withdrawn or modified to enable the applicant or other
1324 responsible person to take necessary remedial measures to cure such
1325 violation or violations.

1326
1327 (b) *Withhold certificate of occupancy.* The Director may refuse to issue a
1328 certificate of occupancy for the building or other improvements constructed
1329 or being constructed on the site until the applicant or other responsible
1330 person has taken the remedial measures set forth in the notice of violation or
1331 has otherwise cured the violations described therein.

1333 (c) *Suspension, revocation and modification of permit.* The Director may
1334 suspend, revoke or modify the permit authorizing the land development
1335 project. A suspended, revoked or modified permit may be reinstated after the
1336 applicant or other responsible person has taken the remedial measures set
1337 forth in the notice of violation or has otherwise cured the violations described
1338 therein, provided such permit may be reinstated (upon such conditions as the
1339 Director may deem necessary) to enable the applicant or other responsible
1340 person to take the necessary remedial measures to cure such violations.

1341
1342 (d) *Civil penalties.* In the event the applicant or other responsible person
1343 fails to take the remedial measures set forth in the notice of violation or
1344 otherwise fails to cure the violations described therein within ten days (or
1345 such greater period as the Director shall deem appropriate) (except that in
1346 the event the violation constitutes an immediate danger to public health or
1347 public safety, twenty-four (24) hours notice shall be sufficient) after the
1348 Director has taken one (1) or more of the actions described above, the
1349 Director may impose a penalty not to exceed one thousand dollars
1350 (\$1,000.00) (depending on the severity of the violation) for each day the
1351 violation remains unremedied after receipt of the notice of violation.

1352
1353 (e) *Criminal penalties.* For intentional and flagrant violations of this
1354 article, the Director may issue a citation to the applicant or other responsible
1355 person, requiring such person to appear in city court to answer charges for
1356 such violation. Upon conviction, such person shall be punished by a fine not
1357 to exceed one thousand dollars (\$1,000.00) or imprisonment for sixty (60)
1358 days or both. Each act of violation and each day upon which any violation
1359 shall occur shall constitute a separate offense.

1360
1361 **14. ADMINISTRATIVE APPEAL AND JUDICIAL REVIEW.**

1362
1363 (a) *Administrative appeal.* Any person aggrieved by a decision or order
1364 of Director, may appeal in writing within ten (10) days after the issuance of
1365 such decision or order to the city clerk and shall be entitled to a hearing
1366 before the mayor and city council within forty-five (45) days of receipt of
1367 the written appeal.

1368
1369 (b) *Judicial review.* Any person aggrieved by a decision or order of mayor
1370 and city council, after exhausting all administrative remedies, shall have the
1371 right to appeal de novo to the Superior Court of Fannin County, Georgia.
1372

ARTICLE III. ILLICIT DISCHARGES
AND ILLEGAL CONNECTIONS TO STORM SEWERS

1. GENERAL PROVISIONS.

(a) *Purpose and intent.* The purpose of this article is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to the City of Blue Ridge separate storm sewer system to the maximum extent practicable as required by federal law. This article establishes methods for controlling the introduction of pollutants into the city separate storm sewer system in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this article are to:

1. Regulate the contribution of pollutants to the City of Blue Ridge separate storm sewer system by any person;
2. Prohibit illicit discharges and illegal connections to the City of Blue Ridge separate storm sewer system;
3. Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the City of Blue Ridge separate storm sewer system, and
4. To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure, compliance with this article.

(b) *Applicability.* The provisions of this article shall apply throughout the incorporated area of the City of Blue Ridge.

(c) *Compatibility with other regulations.* This article is not intended to modify or repeal any other ordinance, rule, regulation, other provision of law. The requirements of this article are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law, and where any provision of this article imposes restrictions different from those imposed by any other article, rule regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

(d) *Severability.* If the provisions of any section, subsection, paragraph, subdivision or clause of this article shall be adjudged invalid by a court of

1413 competent jurisdiction, such judgment shall not affect or invalidate the
1414 remainder of any section, subsection, paragraph, subdivision or clause of this
1415 article.

1416
1417 (e) *Responsibility for administration.* The Director or his or her designee
1418 of the City of Blue Ridge shall administer, implement, and enforce the
1419 provisions of this article.

1420
1421 **2. DEFINITIONS.**

1422
1423 *Accidental discharge* means a discharge prohibited by this article which
1424 occurs by chance and without planning or thought prior to occurrence.

1425 *(City of Blue Ridge) separate storm sewer system* means any facility
1426 designed or used for collecting and/or conveying stormwater, including but not
1427 limited to any roads with drainage systems, highways, city streets, curbs, gutters,
1428 inlets, catch basins, piped storm drains, pumping facilities, structural stormwater
1429 controls, ditches, swales, natural and man-made or altered drainage channels,
1430 reservoirs, and other drainage structures, and which is:

- 1431 (a) Owned or maintained by the City of Blue Ridge;
- 1432 (b) Not a combined sewer; and
- 1433 (c) Not part of a publicly-owned treatment works.

1434 *Clean Water Act* means the Federal Water Pollution Control Act (33 U.S.C.
1435 § 1251 et seq.), and any subsequent amendments thereto.

1436 *Construction activity* means activities subject to the Georgia Erosion and
1437 Sedimentation Control Act or NPDES general construction permits. These include
1438 construction projects resulting in land disturbance. Such activities include but are
1439 not limited to clearing and grubbing, grading, excavating, and demolition.

1440 *Illicit discharge* means any direct or indirect non-stormwater discharge to
1441 the City of Blue Ridge separate storm sewer system, except as exempted by the
1442 prohibitions of this article.

1443 *Illegal connection* means either of the following:

- 1444 1. Any pipe, open channel, drain or conveyance, whether on the surface
1445 or subsurface, which allows an illicit discharge to enter the storm drain
1446 system including but not limited to any conveyances which allow any non-
1447 stormwater discharge including sewage, process wastewater, and wash water
1448 to enter the storm drain system, regardless of whether such pipe, open
1449 channel, drain or conveyance has been previously allowed, permitted, or
1450 approved by an authorized enforcement agency; or
- 1451 2. Any pipe, open channel, drain or conveyance connected to the City of
1452 Blue Ridge separate storm sewer system which has not been documented in

1453 plans, maps, or equivalent records and approved by an authorized
1454 enforcement agency.

1455 *Industrial activity* means activities subject to NPDES industrial permits as
1456 defined in 40 CFR, Section 122.26(b)(14).

1457 *National Pollutant Discharge Elimination System (NPDES) stormwater*
1458 *discharge permit* means a permit issued by the Georgia EPD under authority
1459 delegated pursuant to 33 USC § 1342(b) that authorizes the discharge of pollutants
1460 to waters of the United States, whether the permit is applicable on an individual,
1461 group, or general area-wide basis.

1462 *Non-stormwater discharge* means any discharge to the storm drain system
1463 that is not composed entirely of stormwater.

1464 *Person* means, except to the extent exempted from this article, any
1465 individual, partnership, firm, association, joint venture, public or private
1466 corporation, trust, estate, commission, board, public or private institution, utility,
1467 cooperative, city, county or other political subdivision of the state, any interstate
1468 body or any other legal entity.

1469 *Pollutant* means anything which causes or contributes to pollution.
1470 Pollutants may include, but are not limited to: paints, varnishes, and solvents;
1471 petroleum hydrocarbons; automotive fluids; cooking grease; detergents
1472 (biodegradable or otherwise); degreasers; cleaning chemicals; non-hazardous
1473 liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other
1474 discarded or abandoned objects and accumulations, so that same may cause or
1475 contribute to pollution; floatables; pesticides, herbicides, and fertilizers; liquid and
1476 solid wastes; sewage, fecal coliform and pathogens, dissolved and particulate
1477 metals; animal wastes; wastes and residues that result from constructing a building
1478 or structure; concrete and cement; and noxious or offensive matter of any kind.

1479 *Pollution* means the contamination or other alteration of any water's
1480 physical, chemical or biological properties by the addition of any constituent and
1481 includes but is not limited to, a change in temperature, taste, color, turbidity, or
1482 odor of such waters, or the discharge of any liquid, gaseous, solid, radioactive, or
1483 other substance into any such waters as will or is likely to create a nuisance or
1484 render such waters harmful, detrimental or injurious to the public health, safety,
1485 welfare, or environment, or to domestic, commercial, industrial, agricultural,
1486 recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds,
1487 fish or other aquatic life.

1488 *Premises* means any building, lot, parcel of land or portion of land whether
1489 improved or unimproved including adjacent sidewalks and parking strips.

1490 *State waters* means any and all rivers, streams, creeks, branches, lakes,
1491 reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface and
1492 subsurface water, natural or artificial, lying within or forming a part of the

1493 boundaries of the State of Georgia which are not entirely confined and retained
1494 completely upon the property of a single person.

1495 *Stormwater runoff* or stormwater means any surface flow, runoff, and
1496 drainage consisting entirely of water from any form of natural precipitation, and
1497 resulting from such precipitation.

1498 *Structural stormwater control* means a structural stormwater management
1499 facility or device that controls stormwater runoff and changes the characteristics of
1500 that runoff including, but not limited to, the quantity and quality, the period of
1501 release or the velocity of flow.

1502

1503 **3. PROHIBITIONS.**

1504

1505 (a) *Prohibition of illicit discharges.* No person shall throw, drain, or
1506 otherwise discharge, cause, or allow others under its control to throw, drain,
1507 or otherwise discharge into the city separate storm sewer system any
1508 pollutants or waters containing any pollutants, other than stormwater. The
1509 following discharges are exempt from the prohibition provision above:

1510 1. Water line flushing performed by a government agency, other
1511 potable water sources, landscape irrigation or lawn watering, diverted
1512 stream flows, rising ground water, ground water infiltration to storm
1513 drains, uncontaminated pumped ground water, foundation or footing
1514 drains (not including active ground water dewatering systems), crawl
1515 space pumps, air conditioning condensation, springs, natural riparian
1516 habitat or wetland flows, and any other water source not containing
1517 pollutants;

1518 2. Discharges or flows from firefighting, and other discharges
1519 specified in writing by the Director of the City of Blue Ridge as being
1520 necessary to protect public health and safety;

1521 3. The prohibition provision above shall not apply to any non-
1522 stormwater discharge permitted under an NPDES permit or order
1523 issued to the discharger and administered under the authority of the
1524 state and the Federal Environmental Protection Agency, provided that
1525 the discharger is in full compliance with all requirements of the
1526 permit, waiver, or order and other applicable laws and regulations, and
1527 provided that written approval has been granted for any discharge to
1528 the city separate storm sewer system.

1529

1530 (b) *Prohibition of illegal connections.* The construction, connection, use,
1531 maintenance or continued existence of any illegal connection to the city
1532 separate storm sewer system is prohibited.

1533 1. This prohibition expressly includes, without limitation, illegal
1534 connections made in the past, regardless of whether the connection
1535 was permissible under law or practices applicable or prevailing at the
1536 time of connection.

1537 2. A person violates this article if the person connects a line
1538 conveying sewage to the city separate storm sewer system, or allows
1539 such a connection to continue.

1540 3. Improper connections in violation of this article must be
1541 disconnected and redirected, if necessary, to an approved onsite
1542 wastewater management system or the sanitary sewer system upon
1543 approval of the Director of the city.

1544 4. Any drain or conveyance that has not been documented in plans,
1545 maps or equivalent, and which may be connected to the storm sewer
1546 system, shall be located by the owner or occupant of that property
1547 upon receipt of written notice of violation from the Director of the city
1548 requiring that such locating be completed. Such notice will specify a
1549 reasonable time period within which the location of the drain or
1550 conveyance is to be completed, that the drain or conveyance be
1551 identified as storm sewer, sanitary sewer or other, and that the outfall
1552 location or point of connection to the storm sewer system, sanitary
1553 sewer system or other discharge point be identified. Results of these
1554 investigations are to be documented and provided to the Director of
1555 the city.

1556
1557 **4. INDUSTRIAL OR CONSTRUCTION ACTIVITY DISCHARGES.**

1558
1559 Any person subject to an industrial or construction activity NPDES
1560 stormwater discharge permit shall comply with all provisions of such permit. Proof
1561 of compliance with said permit may be required in a form acceptable to the Director
1562 prior to allowing discharges to the separate storm sewer system.

1563
1564 **5. ACCESS AND INSPECTION OF PROPERTIES AND FACILITIES.**

1565
1566 The Director shall be permitted to enter and inspect properties and facilities
1567 at reasonable times as often as may be necessary to determine compliance with this
1568 article.

1569 1. If a property or facility has security measures in force which require
1570 proper identification and clearance before entry into its premises, the owner
1571 or operator shall make the necessary arrangements to allow access to
1572 representatives of the Director.

1573 2. The owner or operator shall allow the Director ready access to all parts
1574 of the premises for the purposes of inspection, sampling, photography,
1575 videotaping, examination and copying of any records that are required under
1576 the conditions of an NPDES permit to discharge stormwater.

1577 3. The Director shall have the right to set up on any property or facility
1578 such devices as are necessary in the opinion of the Director to conduct
1579 monitoring and/or sampling of flow discharges.

1580 4. The Director may require the owner or operator to install monitoring
1581 equipment and perform monitoring as necessary and make the monitoring
1582 data available to the Director. This sampling and monitoring equipment shall
1583 be maintained at all times in a safe and proper operating condition by the
1584 owner or operator at his/her own expense. All devices used to measure flow
1585 and quality shall be calibrated to ensure their accuracy.

1586 5. Any temporary or permanent obstruction to safe and easy access to the
1587 property or facility to be inspected and/or sampled shall be promptly
1588 removed by the owner or operator at the written or oral request of the
1589 Director and shall not be replaced. The costs of clearing such access shall be
1590 borne by the owner or operator.

1591 6. Unreasonable delays in allowing the Director of access to a facility is
1592 a violation of this chapter.

1593 7. If the Director has been refused access to any part of the premises from
1594 which stormwater is discharged, and the Director is able to demonstrate
1595 probable cause to believe that there may be a violation of this article, or that
1596 there is a need to inspect and/or sample as part of a routine inspection and
1597 sampling program designed to verify compliance with this article or any
1598 order issued hereunder, or to protect the overall public health, safety,
1599 environment and welfare of the community, then the Director may seek
1600 issuance of a search warrant from any court of competent jurisdiction.

1601
1602 **6. NOTIFICATION OF ACCIDENTAL DISCHARGES AND SPILLS.**

1603
1604 (a) Notwithstanding other requirements of law, as soon as any person
1605 responsible for a facility, activity or operation, or responsible for emergency
1606 response for a facility, activity or operation has information of any known or
1607 suspected release of pollutants or non-stormwater discharges from that
1608 facility or operation which are resulting or may result in illicit discharges or
1609 pollutants discharging into stormwater, the city separate storm sewer system,
1610 state waters, or waters of the U.S., said person shall take all necessary steps
1611 to ensure the discovery, containment, and cleanup of such release so as to
1612 minimize the effects of the discharge.

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(b) Said person shall notify the authorized enforcement agency in person or by phone, facsimile or in person no later than twenty-four (24) hours of the nature, quantity and time of occurrence of the discharge. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the Director of the City of Blue Ridge within three (3) business days of the phone or in person notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

(c) In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

(d) Failure to provide notification of a release as provided above is a violation of this article.

7. VIOLATIONS, ENFORCEMENT AND PENALTIES.

(a) *Violations.*

1. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law.

2. In the event the violation constitutes an immediate danger to public health or public safety, the Director is authorized to enter upon the subject private property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The Director is authorized to seek costs of the abatement as outlined in the violations, enforcement and penalties section of this article.

1651 (b) *Notice of violations.* Whenever the Director finds that a violation of
1652 this article has occurred, the Director may order compliance by written
1653 notice of violation.

- 1654 1. The notice of violation shall contain:
 - 1655 i. The name and address of the alleged violator;
 - 1656 ii. The address when available or a description of the
1657 building, structure or land upon which the violation is
1658 occurring, or has occurred;
 - 1659 iii. A statement specifying the nature of the violation;
 - 1660 iv. A description of the remedial measures necessary to
1661 restore compliance with this article and a time schedule for the
1662 completion of such remedial action;
 - 1663 v. A statement of the penalty or penalties that shall or may
1664 be assessed against the person to whom the notice of violation
1665 is directed; and
 - 1666 vi. A statement that the determination of violation may be
1667 appealed to the Director by filing a written notice of appeal
1668 within thirty (30) days of service of notice of violation.
- 1669 2. Such notice may require without limitation:
 - 1670 i. The performance of monitoring, analyses, and reporting;
 - 1671 ii. The elimination of illicit discharges and illegal
1672 connections;
 - 1673 iii. That violating discharges, practices, or operations shall
1674 cease and desist;
 - 1675 iv. The abatement or remediation of stormwater pollution or
1676 contamination hazards and the restoration of any affected
1677 property;
 - 1678 v. Payment of costs to cover administrative and abatement
1679 costs; and
 - 1680 vi. The implementation of pollution prevention practices.

1681
1682 (b) *Appeal of notice of violation.* Any person receiving a notice of
1683 violation may appeal the determination of the Director. The notice of appeal
1684 must be received within thirty (30) days from the date of the notice of
1685 violation. Hearing on the appeal before the mayor and city council of the
1686 Director or his/her designee shall take place within thirty (30) days from the
1687 date of receipt of the notice of appeal. The decision of the appropriate
1688 authority or their designee shall be final.
1689

1690 (c) *Enforcement measures after appeal.* If the violation has not been
1691 corrected pursuant to the requirements set forth in the notice of violation, or,
1692 in the event of an appeal within ten (10) days of the decision of the
1693 appropriate authority upholding the decision of the Director of the City of
1694 Blue Ridge, then representatives of the Director may enter upon the subject
1695 private property and are authorized to take any and all measures necessary
1696 to abate the violation and/or restore the property. It shall be unlawful for any
1697 person, owner, agent or person in possession of any premises to refuse to
1698 allow the government agency or designated contractor to enter upon the
1699 premises for the purposes set forth above.

1700
1701 (d) *Costs of abatement of the violation.*

1702
1703 1. Within thirty (30) days after abatement of the violation, the
1704 owner of the property will be notified of the cost of abatement,
1705 including administrative costs. The property owner may file a written
1706 protest objecting to the assessment or to the amount of the assessment
1707 within five (5) days of such notice. If the amount due is not paid within
1708 thirty (30) days after receipt of the notice, or if an appeal is taken,
1709 within thirty (30) days after a decision on said appeal, the charges shall
1710 become a special assessment against the property and shall constitute
1711 a lien on the property for the amount of the assessment.

1712 2. Any person violating any of the provisions of this article shall
1713 become liable to the City of Blue Ridge by reason of such violation.
1714

1715 (e) *Civil penalties.* In the event the alleged violator fails to take the
1716 remedial measures set forth in the notice of violation or otherwise fails to
1717 cure the violations described therein within ten (10) days, or such greater
1718 period as the Director shall deem appropriate, after the Director has taken
1719 one (1) or more of the actions described above, the Director may impose a
1720 penalty not to exceed one thousand dollars (\$1,000.00) (depending on the
1721 severity of the violation) for each day the violation remains unremedied after
1722 receipt of the notice of violation.

1723
1724 (f) *Criminal penalties.* For intentional and flagrant violations of this
1725 article, the police department of the City of Blue Ridge may issue a citation
1726 to the alleged violator requiring such person to appear in municipal court of
1727 the City of Blue Ridge to answer charges for such violation. Upon
1728 conviction, such person shall be punished by a fine not to exceed one
1729 thousand dollars (\$1,000.00) or imprisonment for sixty (60) days or both.

1730 Each act of violation and each day upon which any violation shall occur shall
1731 constitute a separate offense.

1732
1733 (g) *Violations deemed a public nuisance.* In addition to the enforcement
1734 processes and penalties provided, any condition caused or permitted to exist
1735 in violation of any of the provisions of this article is a threat to public health,
1736 safety, welfare, and environment and is declared and deemed a nuisance, and
1737 may be abated by injunctive or other equitable relief as provided by law.

1738
1739 (h) *Remedies not exclusive.*

1740
1741 1. The remedies listed in this article are not exclusive of any other
1742 remedies available under any applicable federal, state or local law and
1743 the Director may seek cumulative remedies.

1744
1745 2. The city may recover attorney's fees, court costs, and other
1746 expenses associated with enforcement of this article, including
1747 sampling and monitoring expenses.

1748
1749 **SECTION 2.**
1750 **SEVERABILITY**

1751
1752 If any paragraph, subparagraph, sentence, clause, phrase or any other portion
1753 of this Ordinance should be declared invalid or unconstitutional by any Court of
1754 competent jurisdiction or if the provisions of any part of this Ordinance as applied
1755 to any particular person, situation or set of circumstances is declared invalid or
1756 unconstitutional, such invalidity shall not be construed to affect the provisions of
1757 this Ordinance not so held to be invalid, or the application of this Ordinance to
1758 other circumstances not so held to be invalid. It is hereby declared to be the
1759 legislative intent of the City Council of the City of Blue Ridge, Georgia to provide

1760 for separate and divisible parts and it does hereby adopt any and all parts hereof as
1761 may not be held invalid for any reason.

1762 **SECTION 3.**
1763 **EFFECTIVE DATE**
1764

1765 The effective date of this Ordinance shall be immediately upon its passage
1766 by the City Council and execution by the Mayor or upon fifteen (15) days expiring
1767 from the date of its passage without a veto of said Ordinance by the Mayor as set
1768 forth in the City Charter at Section 3.23(b). Upon the Ordinance becoming
1769 effective, the City Clerk shall insert the modifications, additions or deletions and
1770 publish the Ordinance as amended.

1771 SO ORDAINED, this ____ day of _____, 2020.

1772
1773 BLUE RIDGE CITY COUNCIL

1774
1775 By:
1776
1777 Mayor

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STATE OF GEORGIA

COUNTY OF FANNIN

TEMPORARY LICENSE FOR ENCROACHMENT AGREEMENT

THE CITY OF BLUE RIDGE, GEORGIA (“City”), hereinafter called Grantor, consents for HUMPHREYS & ASSOCIATES CONTRACTORS, LLC and BLUE RIDGE HOTEL, LLC (collectively called “Licensee”), to temporarily utilize a portion of City property adjacent to the real property owned by Licensee for the purpose of construction of a Hampton Inn as more particularly shown on Exhibit “A” attached hereto (“Encroachment Area”). No permanent buildings or obstructions of any type will be permitted within or on the Encroachment Area and Licensee will only utilize the Encroachment Area for temporary scaffolding/fencing to aid in the construction of a Hampton Inn.

The City grants this temporary license subject to the following terms and conditions:

1. The License is temporary and revocable. The City reserves the right to immediately terminate this License if Licensee fails to comply with the terms and conditions of this License or violates any applicable City ordinance or other applicable law, rule or regulation. This License may be terminated in writing by the City with notice to Licensee as set forth below.
2. The License shall expire no later than October 31, 2020 unless expressly extended in writing by the City.
3. Licensee agrees that this License does not grant any title, easement or other land rights and the only permission that Licensee shall have [until revoked or expired] is the temporary permission to utilize the Encroachment Area as set forth herein. Licensee agrees that the use of Encroachment Area as herein provided shall in no way affect the validity of the City’s title and shall in no way modify or restrict the use or rights of the City, its successors or assigns to any property owned by the City and Licensee acknowledges the City’s right and title to the Encroachment Area.
4. The use of said area within said Encroachment Area by Licensee shall be at the sole risk and expense of Licensee, and the City is specifically relieved of any responsibility for any damage to any temporary scaffolding, fencing or other items (“Temporary Equipment”), including, but not limited to, the complete removal of the Temporary Equipment. Any Temporary Equipment along the West Main Street portion of the Encroachment Area shall be installed in a safe manner such as not to cause a danger to public safety. Licensee shall, at it’s own cost and expense, take appropriate measures, as directed by the City, to (1) close the sidewalk along West Main Street during the entire time any Temporary Equipment is in place and until any needed repairs to the sidewalk is complete and (2) install necessary traffic controls (including striped

parking) to make West Main Street a one-way street from Messer Street along the frontage of the Site and further, if applicable, during construction or until the City releases Licensee to return that portion of West Main Street to two-way traffic. Licensee shall insure that the installation and use of all Temporary Equipment complies with all OSHA requirements and any other applicable law, rule or regulation. In the event the License is terminated and there is not a public safety concern, the City shall provide Licensee with no less than seven (7) business days to remove all Temporary Equipment.

5. Licensee hereby agrees and covenants that it will not use, and will prohibit its agents, employees and contractors from using, any tools, equipment, machinery or Temporary Equipment in such a manner as to damage any of the City's underground utilities.
6. Notwithstanding anything contained herein, Licensee agrees to reimburse the City any expense for any damage to any of City's property resulting from the Licensee's use of the Encroachment Area.
7. Licensee shall at all times during the Agreement maintain in full force and effect the following types of insurance in at least the limits specified below:

COVERAGE

LIMITS OF LIABILITY

<p>Worker's Compensation Employer's Liability Bodily Injury Liability</p>	<p>Statutory Minimums \$500,000 \$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate</p>
<p>Property Damage Liability</p>	<p>\$1,000,000 aggregate (Except Automobile) \$2,000,000 aggregate</p>
<p>Automobile Bodily Injury & Property limit per claim</p>	<p>\$1,000,000 combined single</p>
<p>General Liability</p>	<p>\$1,000,000 each occurrence (Except Automobile) \$2,000,000 aggregate</p>

Licensee will name the City as an additional insured on the above shown insurance policy and provide a copy of the insurance certificates to the City Attorney James Balli at jballi@taylorenchinese.com prior to entry upon the Encroachment Area. Licensee shall also provide other insurance documents to the City Attorney to confirm that any property damage caused by Licensee is covered by said insurance.

8. No permanent structures shall be allowed in the Encroachment Area, including any structural supports of any nature.
9. To the extent allowed by law, Licensee shall and does hereby agree to indemnify and save harmless and defend the City from the payment of any sum or sums of money to any person whomsoever (including third persons, sub-contractors, the City, Licensee and agents and employees of them) on account of claims or suits growing out of injuries to persons (including death) or damage to property (including property of the City) to the extent such damage is related to or arising out of the construction of the Hampton Inn or the use of the Encroachment Area by Licensee (its agents, employees, contractors) or any combination of these including (but without limiting the generality of the foregoing) all liens, garnishments,

attachments, claims, suits, judgments, and reasonable costs, attorneys fees, cost of investigation and of defense. Licensee shall have the duty to defend any suit against the City alleging such injuries or damages, even if such suit is groundless, false or fraudulent. These obligations to indemnify the City shall survive the expiration or termination of this Agreement.

10. No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the City by the Constitution, statutes, rules and regulations of the State of Georgia.
11. Except as otherwise provided herein, any notice, request, demand, instruction or other communication from the Licensee to the City or from the City to Licensee shall be in writing and deemed properly sent and given (a) upon hand delivery to the addressee, (b) five (5) days after deposit into the United States mail, postage prepaid, certified mail, return receipt requested, or (c) one (1) day after delivery to the United States Postal Service Express Mail or similar reputable overnight courier or delivery service. All notices shall be addressed to the Parties as follows:

CITY: City of Blue Ridge
Attn: Jeff Stewart
Land Development
Atlanta, GA 30339
Email: jstewart@cityofblueridgega.gov

With a copy to: James A. Balli, City Attorney
1600 Parkwood Circle, Suite 200
Atlanta, Georgia 30339
E-mail: jballi@taylorenghish.com

LICENSEE:

If the last day of either of the time periods specified in (b) or (c) falls on other than a business day, such time period shall be extended until and through the next business day. Either Party may change the address for receipt of future notices or other communications by notice delivered as provided herein.

IN WITNESS WHEREOF, the City has caused this Temporary Licensee for Encroachment Agreement to be executed on this the ____ day of _____, 2020.

CITY OF BLUE RIDGE, GEORGIA

Witness

By: Donna Whitener
Title: Mayor

Notary Public

Licensee hereby accepts the foregoing Temporary License for Encroachment Agreement subject to the terms and conditions set forth therein.

HUMPHREYS & ASSOCIATES
CONTRACTORS, LLC

Witness

By:
Title:

Notary Public

BLUE RIDGE HOTEL, LLC

Witness

By:
Title:

Notary Public

Exhibit “A”

*Admitted in GA and AL

James A. Balli, Partner*
Direct: 770.434.4335
jballi@taylorenchlish.com

April 4, 2020

VIA EMAIL: Rayandginagolden@tds.net
AND FEDERAL EXPRESS

Highland Baptist Tabernacle, Inc.
c/o Ray Golden (via email)
Rusty Thomas, Registered Agent (via federal express)
331 Laurel Crossing
Blue Ridge, Georgia 30513

Re: Proposed purchase of 631 Industrial Blvd, Blue Ridge, Georgia (“Property”).

Dear Mr. Golden:

As you are aware, I serve as the City Attorney for the City of Blue Ridge, Georgia. I enjoyed meeting with you when Highland Baptist Tabernacle, Inc. (“HBT”) was discussing selling the Property to the City and both parties executed copies of the purchase and sell agreement (“Agreement”). Unfortunately, the COVID-19 crisis erupted and the City has determined it is not in the best interests of the taxpayers to purchase the Property at this time. As an agreement was never reached as to which escrow agent would hold the earnest money, there is no effective date of the Agreement. However, out of an abundance of caution, please also consider this the City’s notice to HBT under Section 4(a) of the Agreement that the City is terminating the Agreement [to the extent one exists] within the Inspection Period. I wish you and HBT all the best during this difficult time and please let me know if you have any questions. Thank you.

Sincerely,

TAYLOR ENGLISH DUMA, LLP



James A. Balli
jballi@taylorenchlish.com

cc: Donna Whitener, Mayor, City of Blue Ridge
Blue Ridge City Council Members

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“**Agreement**”), dated March 10, 2020 (“**Effective Date**”), is made by and between **HIGHLAND BAPTIST TABERNACLE, INC.**, a Georgia corporation (“**Seller**”) and **THE CITY OF BLUE RIDGE, GEORGIA**, a municipal corporation (“**Buyer**”).

IN CONSIDERATION of the respective agreements hereinafter set forth, Seller and Buyer agree as follows:

1. **Property Included in Sale.** Seller hereby agrees to sell, transfer, assign, and convey to Buyer, and Buyer hereby agrees to purchase and accept from Seller, subject to the terms and conditions set forth herein, the following:

(a) That tract of land located at 631 Industrial Blvd, Blue Ridge, Georgia described or shown on Exhibit A attached hereto; and all rights, privileges and easements appurtenant thereto; and all easements, rights-of-way, licenses, restrictions and other appurtenances for the benefit of such land (collectively, the “**Land**”).

(b) All improvements on the Land, including, without limitation, the metal structure, as well as all other buildings and structures presently located on the Land, and all fixtures, systems, apparatus, appliances, and building materials used or to be used in connection with the construction, operation or occupancy of the Land (collectively, the “**Improvements**”). The Land and the Improvements are sometimes collectively referred to as the “**Real Property**.”

(c) All equipment, machinery, fixtures, tools, signs, systems, supplies, inventories, and other tangible personal property owned by Seller, including without limitation, furniture, furnishings, fixtures, carpeting, heating, lighting, plumbing, water, sewer, ventilating, electrical, gas, air conditioning, communication, fire protection, security and light/safety fixtures, equipment and systems, water heaters, furnaces, heating controls and motors, incinerating, disposal, cleaning, maintenance, janitorial, landscaping equipment, and other items located on or used in connection with the Real Property, now or hereafter located on or used in connection with the Real Property (collectively, the “**Tangible Personal Property**”).

(d) All intangible property related to the Real Property that is owned by the Seller, all service and similar contracts, and the related records associated therewith (the “**Intangible Property**”).

All of the items referred to in Sections 1(a) through 1(d) above are hereinafter collectively referred to as the “**Property**.”

Purchase Price. The purchase price for the Property is **SEVEN HUNDRED FIFTY THOUSAND AND 00/100 Dollars (\$750,000.00)** which amount shall be paid in immediately available funds (the “**Purchase Price**”). The Purchase Price shall be paid as follows:

(e) On the Effective Date, Buyer shall pay **TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00)** to the Escrow Agent (the “**Earnest Money**”) which shall either be

refunded under the terms of this Agreement or credited against the Purchase Price at any closing of the transaction contemplated hereunder (the “**Closing**”);

(f) The balance of the Purchase Price in the amount of **SEVEN HUNDRED FORTY THOUSAND AND 00/100 Dollars (\$740,000.00)**, subject to the credits, adjustments and prorations provided for in this Agreement, shall be due and payable at Closing.

(g) The Earnest Money shall be released by Escrow Agent to Seller in accordance with the following schedule:

(i) If Buyer does not timely terminate this Agreement prior to the expiration of the Inspection Period, the Earnest Money shall be deemed fully earned by Seller but remain on deposit with Escrow Agent; provided, however, the Earnest Money shall be refundable to Buyer only in the event of Seller’s Default. If an Extension Deposit is made by Buyer (as such term is defined in Section 7(a)) or if Closing does not timely occur, the Earnest Money shall be immediately disbursed to Seller by Escrow Agent.

(ii) Extension Deposits, if any, shall be deemed fully earned by Seller and immediately disbursed to Seller by Escrow Agent.

2. Escrow Agent.

(a) The Escrow Agent shall be mutually agreed by the parties (referred to herein as “**Escrow Agent**” and “**Title Company**”). Escrow Agent shall disburse the Earnest Money in accordance with the terms thereof.

(b) Prior to disbursing the Earnest Money other than pursuant to the written directions of both parties, Escrow Agent shall give all parties five (5) days’ notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Escrow Agent prior to the end of the five (5) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Escrow Agent shall consider the objection and shall do any or a combination of the following: (A) hold the Earnest Money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (B) disburse the Earnest Money and so notify all parties; and/or (C) interplead the Earnest Money into a court of competent jurisdiction.

(c) Escrow Agent shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorneys’ fees. The prevailing party in the interpleader action shall be entitled to collect from the other party the costs and expenses reimbursed to Escrow Agent. No party shall seek damages from Escrow Agent (nor shall Escrow Agent be liable for same) for any matter relating to the performance of Escrow Agent’s duties under this section, except for willful misconduct or gross negligence. Any interest actually earned on the Earnest Money shall go to the person to whom the Earnest Money is paid, without such interest being credited against the Purchase Price.

3. Delivery of Information. Within **five (5) business days** after the Effective Date, Seller shall make available to the Buyer all documents, materials, environmental reports and other

information with respect to the Property that the Buyer hereby requests and that are in the Seller's possession (collectively, the "**Property Information**").

4. **Inspection Period.**

(a) Buyer will have a period beginning on the Effective Date and terminating on the date that is **sixty (60) days** thereafter (the "**Inspection Period**") to conduct its due diligence on the Property. During the Inspection Period, Buyer, at Buyer's sole cost and expense, may conduct engineering, environmental assessments, financial feasibility, and other studies and inspections on the Property. If the results of such studies are unsatisfactory to the Buyer, in its sole and absolute discretion, then the Buyer may elect to terminate this Agreement upon written notice given to Seller prior to the expiration of the Inspection Period. In such event, this Agreement shall be terminated; and the Escrow Agent shall refund the Earnest Money to the Buyer. Seller shall have the right to have a representative accompany Buyer's agents and/or representatives in connection with the inspection of the Property.

(b) Buyer's inspections during the Inspection Period may include, without limitation, the following:

(i) Review of documents, records and materials relating to the Property as Buyer may deem appropriate.

(ii) Entry upon the Property by Buyer or Buyer's agents or contractors, to make and perform such physical and other inspections and investigations of the Property as Buyer may desire (but subject to rights of the residential tenants), including, without limitation, environmental site assessments and structural, mechanical, electrical and other physical characteristics of the Property. Subject to the terms and conditions of this Agreement, Buyer and Buyer's agents and contractors shall be permitted to enter the Property from time to time following the Effective Date to conduct its inspections and investigations.

(c) Buyer agrees to restore or repair any of the Property damaged or disturbed as a result of Buyer's exercise of its rights under this Agreement to as near as is reasonably possible to the condition that existed immediately prior to the exercise of such rights.

(d) If this Agreement is not terminated pursuant to Section 4(a) above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property in all respects.

5. **Title and Survey.**

(a) From and after the Effective Date Buyer may obtain, at Buyer's sole cost and expense, a title insurance commitment for the Real Property (the "**Title Commitment**"), issued by the Title Company accompanied by copies of all documents referred to in the Title Commitment. The Title Commitment shall evidence the Title Company's agreement to issue an ALTA Owner's Policy of Title Insurance, in the full amount of the Purchase Price, insuring

marketable fee simple title to the Real Property vested in Buyer, subject only to the Permitted Exceptions (as hereinafter defined) and, otherwise acceptable to Buyer and Seller in form and substance ("**Title Policy**").

(b) Within the Inspection Period, Buyer shall have the right to obtain a new survey of the Real Property (the "**Survey**"). The cost of the Survey shall be the responsibility of the Buyer. Promptly following receipt, Buyer shall deliver a copy of the Survey to the Seller.

(c) No later than five (5) days prior to the expiration of the Inspection Period, Buyer will notify Seller in writing of Buyer's objections to matters of title and survey shown on the Title Commitment or the Survey. If Buyer gives no notice of objection to title or survey within the Inspection Period, the exceptions, if any, which are shown in the Title Commitment or Survey shall be deemed to have been accepted by Buyer and shall become the "**Permitted Exceptions.**" Notwithstanding anything to the contrary herein (including any Buyer objection thereto), (i) the Regulatory Agreement (as hereinafter defined) and (ii) the matters of zoning shall be deemed Permitted Exceptions. In the event Buyer rejects or objects to matters of title or survey, Seller shall, within five (5) business days after receipt of Buyer's written objections, notify Buyer whether Seller is able and willing to cure such objections. Seller's failure to provide written notice shall be deemed Seller's election not to cure. In the event that Seller elects to cure such objections, Seller shall be allowed to complete any such cure on or before the Closing Date. In the event that the Seller is diligently attempting to effect such a cure, Seller may extend the Closing Date for a period not to exceed thirty (30) days in order to complete such cure. In the event that Seller elects at any time not to cure (or is deemed to have elected not to cure) any Buyer's objection or in the event that Seller is unable to cure any Buyer's objection within the foregoing thirty (30) day period, then Buyer shall within five (5) days after receipt of Seller's election not to cure or the expiration of the foregoing thirty (30) day period, as the case may be, either: (i) accept the status of title or survey as shown and proceed with the Closing of this Agreement in accordance with the time schedule set forth in this Agreement without a reduction of the Purchase Price, in which case any such uncured Buyer's objection shall be deemed included in the Permitted Exceptions or (ii) by written notice to Seller, declare this Agreement terminated, in which event the Earnest Money shall be refunded to Buyer. If Seller has not received written notice of acceptance of the status from Buyer within the aforesaid time period, Buyer shall be deemed to have elected to proceed with the Closing as set forth above and any Buyer objection not cured by Seller shall be deemed included in the Permitted Exceptions. Notwithstanding anything to the contrary stated in this Agreement, Seller shall have no obligation to cure any objection, except that Seller shall be obligated to satisfy or procure the release of any monetary liens or encumbrances created by Seller's voluntary acts, which may be satisfied or released by the payment of money and such amounts may be satisfied out of the Purchase Price to be delivered at Closing. If Buyer elects to terminate this Agreement, then the Agreement shall be terminated and the Earnest Money shall be returned to Buyer, and the parties shall have no further rights or obligations under this Agreement except those expressly stated to survive termination.

6. **Representations and Warranties.**

(a) **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as of the Effective Date and the Closing Date as follows:

(i) Seller is a corporation partnership duly formed and validly existing under the laws of the State of Georgia, is authorized to do business in the State of Georgia, and the execution and performance of this Agreement will not violate any term of its organizational or charter documents.

(ii) Seller has full power, right and authority to enter into and perform its obligations under this Agreement. All of the documents to be delivered by Seller at the Closing will be authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligations of Seller, enforceable in accordance with their terms.

(iii) Except as may be disclosed in Seller's Disclosure Schedules, Exhibit F-1, Seller has not received any written notice from any governmental authority of a violation of any governmental requirements (including environmental laws) on the Property, which violation, if any, has not been cured.

(iv) Except as may be disclosed in Seller's Disclosure Schedules, Exhibit F-1, Seller has not received, with respect to the Property, written notice from any party regarding any change to the zoning classification, any condemnation or proceedings or proceedings to widen or realign any street or highway adjacent to the Property.

(v) Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder at the time of reference thereto (hereinafter, the "**Code**").

(vi) Except as may be disclosed in Seller's Disclosure Schedules, Exhibit F-1, Seller has not received from any governmental authority written notice of any material violation of any building, fire or health code or any other statute applicable to the Property which has not been or will not be cured prior to Closing.

(vii) Except as may be disclosed in Seller's Disclosure Schedules, Exhibit F-1, Seller has not received any written notice regarding any actual or alleged violation of any Environmental, Health and Safety Requirements, or any liabilities or potential liabilities (whether accrued, absolute, contingent, unliquidated or otherwise), including any investigatory, remedial or corrective obligations, relating to any of them or its facilities arising under Environmental, Health and Safety Requirements, which violation, if any, has not been cured. As used herein, "**Environmental, Health and Safety Requirements**" shall mean all federal, state, local and

foreign statutes, regulations, ordinances and other provisions having the force or effect of law and all judicial and administrative orders and determinations, and all contractual obligations concerning public health and safety, worker health and safety, and pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control, or cleanup of any Hazardous Materials, each as in effect on or prior to the Closing.

(viii) There is currently in force with respect to the Property casualty and liability insurance (including fire, extended coverage, business interruption (or loss of rents) and liability). All of said policies are in full force and effect as of the date hereof and Seller has paid all premiums due thereunder.

(ix) Seller has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors; (c) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets; (d) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets; (e) admitted in writing its inability to pay its debts as they come due; or (f) made an offer of settlement, extension or composition to its creditors generally.

(x) Neither Seller nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(b) **Representations and Warranties by Buyer.** Buyer represents and warrants to Seller as of the Effective Date and the Closing Date as follows:

(i) Buyer is a municipal corporation duly formed and validly existing under the laws of the State of Georgia, is authorized to do business in the State of Georgia, and the execution and performance of this Agreement will not violate any term of its organizational or charter documents.

(ii) Buyer has full power, right and authority to enter into and perform its obligations under this Agreement. All of the documents to be delivered by Buyer at the Closing (“**Buyer’s Closing Documents**”) will be authorized and properly executed and constitutes, or will constitute, as appropriate, the valid and binding obligation of Buyer, enforceable in accordance with their terms. The individuals executing this Agreement and the Buyer’s Closing Documents are authorized to act, or, in the case of the Buyer’s Closing Documents will be authorized on the Closing Date to act, for and on behalf of and to bind the Buyer in connection with this Agreement and the Buyer’s Closing Documents.

(ii) Buyer has not (a) made a general assignment for the benefit of creditors; (b) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Buyer’s creditors; (c) suffered the appointment of a receiver to take possession of all or substantially all of Buyer’s assets; (d) suffered the attachment or other judicial seizure of all or substantially all of Buyer’s assets; (e) admitted in writing its inability to pay its debts as they come due; or (f) made an offer of settlement, extension or composition to its creditors generally.

7. **Closing and Escrow.**

(a) The Closing hereunder shall be held, and delivery of all items to be made at the Closing under the terms of this Agreement shall be made on or before the date that is **ninety (90) days** after the expiration of the Inspection Period, or such date to which Closing may be extended in accordance with this Section (the “**Closing Date**”); provided, however, (i) Buyer shall provide Seller with **seven (7) days’** prior notice of the date upon which Buyer wishes to close; (ii) Buyer shall have the right to extend the Closing Date **two (2) times** for up to **thirty (30) days** each, by providing written notice to Seller of Buyer’s desire to so extend on or before the date that is **seven (7) days** before the Closing Date (the “**Extension Notice Date**”), and simultaneously delivering to Escrow Agent, an additional deposit each in the amount of **Five Thousand and 00/100 Dollars (\$5,000.00)** (each, an “**Extension Deposit**”), which amount shall immediately become non-refundable, fully earned and disbursed to Seller, but shall be applied to the Purchase Price at Closing; and (iii) Seller shall have the right to extend the Closing Date on a day-for-day basis until Seller has received the Seller Required Consents (but in no event later than thirty (30) days beyond the Closing Date) by providing written notice to Buyer **five (5) days** before the Closing Date,

(b) On the Closing Date, Seller shall deliver the following into escrow with the Escrow Agent:

(i) A warranty deed in substantially the form attached as Exhibit B (the “**Deed**”), duly executed and acknowledged by Seller;

(ii) A bill of sale (without warranties) in substantially the form attached as Exhibit C, duly executed and acknowledged by Seller, transferring title to the Tangible Personal Property to Buyer, free of any liens, encumbrances or interests of third parties, in such form as is satisfactory to Buyer;

(iii) An affidavit that Seller is not a "foreign person" within the meaning of Section 1445(e) (3) of the Code;

(iv) A duly executed owner's/seller's affidavit in substantially the form attached as Exhibit D, in such form as is satisfactory to Title Company for its purposes including, without limitation, providing the standard owner's title policy;

(v) A closing statement in form and content reasonably satisfactory to Buyer and Seller (the "**Closing Statement**") duly executed by Seller and any funds required to be delivered by Seller thereunder;

(vi) A commercial broker's affidavit in substantially the form attached as Exhibit E; and

(vii) Any other documents, instruments, records, correspondence or agreements called for hereunder or reasonably requested by the Title Company and Buyer, which have not previously been delivered.

(c) On the Closing Date, Buyer shall deliver the following into escrow with the Escrow Agent:

(i) The funds on account of the Purchase Price, subject to the credits, adjustments and prorations described herein, in the form of a wire transfer of good federal funds.

(ii) The Closing Statement duly executed by Buyer.

(iii) Any other documents, instruments, records, correspondence or agreements called for hereunder or reasonably requested by the Title Company and Seller, which have not previously been delivered; and

Seller may waive compliance on Buyer's part under any of the foregoing items by an instrument in writing.

(d) Upon receipt of all the funds and documents described above, and provided the Title Company is in a position to issue the Title Policy, upon written authorization from Buyer and Seller, the Title Company shall, in an "escrow-style" or "mail-away" closing (i) disburse the Purchase Price, subject to the credits, adjustments and prorations provided for in this Agreement, in accordance with the closing statement, (ii) deliver the documents from escrow to the party entitled to receive the same, and (iii) record the Deed.

(e) Real estate taxes and assessments, all rents, and other items of income and expense relating to the operation of the Property shall be adjusted and prorated as of 12:01 a.m. on the Closing Date, based on a 365-day year as follows:

(i) Real estate taxes and assessments for the current tax year shall be prorated, whether or not due and payable. If the amount of real estate taxes for the current tax year cannot be ascertained at Closing, the previous year's amount shall be utilized.

(ii) Charges or prepayments under any contracts assumed by Buyer shall be prorated as of the Closing Date.

(iii) Utilities shall not be prorated at Closing. Buyer shall be responsible for establishing its own utility accounts as of the Closing Date. Seller shall be entitled to a refund of all existing utility deposits. Seller shall remain responsible for utility bills received post-Closing that relate to the period prior to the Closing Date and Buyer shall be responsible for all utility bills relating to the Closing Date and thereafter.

(f) Notwithstanding the foregoing, if the proration of real estate taxes and assessments has been based on the real estate taxes and assessments for the previous year, then the proration of real estate taxes and assessments shall be adjusted, as necessary, between the parties when the actual real estate taxes and assessments for the tax year in which the Closing takes place are available and any party owing money to the other as a result of such adjustment shall pay the other any additional amount owed within ten (10) days after request for same provided that such request is made within one (1) year after the Closing Date. This Section shall survive the Closing.

(g) Seller shall pay transfer tax, and any prepayment penalty or defeasance cost associated with the payoff of Seller's loan on the Property. Buyer shall pay the premium for a standard owner's title insurance policy in the amount of the Purchase Price or any extended coverage and endorsements, title search or abstracting charges, survey charges, settlement charges, recording costs, and intangible recording taxes. Each party shall pay its own attorneys and other advisors.

(h) Possession of the Property shall be delivered to Buyer at Closing.

8. Conditions to Closing.

(a) Buyer's obligation to close this transaction is subject to each and all of the following conditions precedent:

(i) Neither Buyer nor Seller has terminated this Agreement in accordance with its terms including.

(ii) Seller's delivery to Buyer of the items referenced in Section 8(b) below to the Escrow Agent.

In the event that any of the foregoing conditions are not met as of the Closing Date, Buyer may terminate this Agreement upon written notice given on the Closing Date, and the Earnest Money shall be returned to Buyer and the parties shall have no further obligations under this Agreement except those expressly stated to survive.

(b) Seller's obligation to close this transaction is subject to the following conditions precedent:

(i) Neither Buyer nor Seller has terminated this Agreement in accordance with its terms.

(ii) Buyer's delivery to Seller of the items referenced in Section 8(a) above to the Escrow Agent.

(iii) Buyer's compliance with, and performance of, all of its obligations hereunder.

In the event that any of the foregoing conditions are not met as of the Closing Date, Seller may terminate this Agreement upon written notice given on the Closing Date, and the Earnest Money shall be delivered to Seller and the parties shall have no further obligations under this Agreement except those expressly stated to survive.

9. **Risk of Loss / Condemnation.**

(a) Risk of loss up to the Closing shall be borne by Seller. In the event of any “**material damage**” to or destruction of the Property or any portion thereof, Buyer may, at its option, by notice to Seller given within ten (10) days after Seller notifies Buyer of such damage or destruction, or within ten (10) days after Buyer learns of such damage or destruction (and if necessary the Closing Date shall be extended to give Buyer the full ten (10) day period to make such election): (i) terminate this Agreement and the Earnest Money shall be returned to Buyer, or (ii) proceed under this Agreement, receive any net insurance proceeds (including any rent loss insurance applicable to any period on and after the Closing Date) due Seller as a result of such damage or destruction and assume responsibility for such repair. If Buyer does not give notice of Buyer’s election within said ten (10) day period, Buyer shall be deemed to have elected option (i) above. If Buyer elects (ii) above, Buyer may extend the Closing Date for a reasonable period in which to obtain insurance settlement agreements with Seller’s insurers, and Seller will cooperate with Buyer in obtaining the insurance proceeds and such agreements from Seller’s insurers. In the event of a termination of this Agreement in accordance with this Section, the Earnest Money shall be refunded to Buyer.

(b) In the event any proceedings in eminent domain are instituted by anybody having the power of eminent domain with respect to all or any part of the Property, Buyer may, at its option, by notice to Seller given within ten (10) business days after Seller notifies Buyer of such proceedings or within ten (10) business days after Buyer learns of such proceedings (and if necessary the Closing Date shall be extended to give Buyer the full ten (10) business day period to make such election): (i) terminate this Agreement and the Earnest Money shall be immediately returned to Buyer, or (ii) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Buyer its entire right, title and interest in and to any condemnation award, and Buyer and Seller jointly shall have the right during the pendency of this Agreement to negotiate and otherwise deal with the condemning authority in respect of such matter. If Buyer does not give notice of Buyer’s election within said ten-day period, Buyer shall be deemed to have elected option (ii) above.

10. **Default and Remedies.**

(a) In the event the Seller should fail to consummate the Closing for any reason, except Buyer’s default, Buyer shall have the right, as Buyer’s sole and exclusive remedy, either (i) to seek specific performance of Seller’s obligations under this Agreement, or (ii) to terminate this Agreement. Upon such termination, the Earnest Money shall be returned to Buyer and none of the parties hereunder shall have any further obligation to the other except as specifically provided for herein as surviving termination.

(b) In the event the Buyer should fail to consummate the Closing contemplated herein for any reason after the expiration of the Inspection Period, except for default by Seller (a “**Seller Default**”), as set forth herein, then, as Seller’s sole and exclusive remedy, Seller may terminate this Agreement and receive the Earnest Money from the Escrow Agent, such terms being agreed upon a liquidated damages for the failure of Buyer to perform the duties and obligations imposed upon it by the terms and provisions of this Agreement and because the difficulty, inconvenience, and uncertainty of ascertaining actual damages, and Buyer and Seller will be

discharged from all further obligations and liabilities under this Agreement except as specifically provided for herein as surviving termination.

11. **Miscellaneous.**

(a) *Notices.* Unless otherwise provided herein, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given (i) upon receipt after such notice was deposited with a nationally-recognized overnight delivery service, or (ii) on the date sent via electronic mail as confirmed by the sender's equipment and addressed as follows:

If to Buyer: Donna Whitener, Mayor
City of Blue Ridge
480 West First Street
Blue Ridge, Georgia 30513
dwhitener@cityofblueridge.gov

Copy to: James Balli, City Attorney
Taylor English Duma, LLP
1600 Parkwood Circle, Suite 200
Atlanta, Georgia 30339
jballi@taylorenghish.com

If to Seller: Highland Baptist Tabernacle, Inc.
c/o Ray Golden
Rusty Thomas, Registered Agent
331 Laurel Crossing
Blue Ridge, Georgia 30513
Email: Rayandginagolden@tds.net

Copy to:

or such other address as either party may from time to time specify in writing to the other.

(b) *Broker.* Each of Buyer and Seller represent and warrant to the other party hereto that no commission, fee or other compensation is due to any broker or agent in connection with the transactions contemplated under this Agreement other than ~~broker fees and commissions to Broker pursuant to a separate agreement between Seller and Broker.~~ ^{RS NONE NONE D.W.} on behalf of Seller ("**Broker**"). At Closing, Seller shall pay all broker fees and commissions to Broker pursuant to a separate agreement between Seller and Broker. Seller and Buyer further agree to indemnify and hold each other harmless from and against any and all other claims or demands with respect to any brokerage fees or agents' commissions or compensation asserted against the other party by any persons, firm or corporation claiming through the indemnifying party in connection with this Agreement or the transaction contemplated hereby. The provisions of this section shall survive Closing.

(c) *Assignment; Successors and Assigns.* On or prior to the Closing, upon written notice to the Seller given not less than ten (10) days prior to the Closing Date, Buyer may assign its rights and obligations under this Agreement to any affiliated person, entity, corporation, joint venture, partnership or association; provided, however, that the Buyer stated above shall remain primarily liable hereunder. Buyer shall have no further right to assign this Agreement without the prior written consent of Seller. This Agreement may be binding upon and inure to the benefit of the parties hereto and their successors and assigns. On or prior to the Closing, Seller may assign its rights and obligations under this Agreement to any person, entity, corporation, joint venture, partnership or association.

(d) *Amendments.* Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Guarantor irrevocably submits to jurisdiction of any state or federal court sitting in Fulton County, Georgia over any suit, action, or proceeding arising out of or relating to this Agreement. Buyer irrevocably waives, to the fullest extent permitted by law, any objection that it/he/she may now or hereafter have to the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

(f) *Merger of Prior Agreements.* This Agreement, including the exhibits hereto, constitutes the entire agreement between the parties with respect to the purchase and sale of the Property and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

(g) *Enforcement.* In the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees actually incurred.

(h) *Time of the Essence.* Time is of the essence in the performance of this Agreement. If any date of significance, except of the Effective Date, hereunder falls upon a Saturday, Sunday or legal holiday, such date for performance purposes shall be deemed moved to the next succeeding day which is not a Saturday, Sunday or legal holiday; provided, however, it is expressly understood between the parties that for the purposes of calculating other/future agreed upon dates the parties shall use the date upon which the date of significance falls and not the performance date/adjusted date.

(i) *Execution in Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Agreement. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile counterparts of the signature pages.

(j) *Further Assurances.* In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Buyer.

(k) *Attorney's Fees.* In the event that either Buyer or Seller shall institute any action or proceeding against the other relating to the provisions of this Agreement, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and paralegal fees and disbursements incurred therein by the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post-judgment proceedings.

12. **No Joint Venture.** Buyer acknowledges and agrees that neither Seller nor any of Seller's officers, agents, directors or employees is a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's development of, construction upon and resale of the Property, and that neither Seller nor any of Seller's officers, agents, directors or employees shall bear any liability whatsoever resulting from or arising out of Buyer's ownership and development of, and construction upon, the Property. The provisions of this Section shall survive the Closing

13. **Prohibited Persons.** Neither Seller nor any of its respective officers, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Seller) is or will be an entity or person (i) that is listed in the Annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"), (ii) whose name appears on the OFAC most current list of "**Specifically Designated National and Blocked Persons**" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>), (iii) who commits, threatens to commit or supports "**terrorism**," as that term is defined in EO13224, (iv) is subject to sanctions of the United States government or is in violation of any federal, state, municipal or local laws, statutes, codes, ordinances, orders, decrees, rules or regulations relating to terrorism or money laundering, including, without limitation, EO13224 and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, or (v) who is otherwise affiliated with any entity or person listed above (any and all parties described in clauses (i) – (v) above are herein referred to as a "**Prohibited Person**"). Seller covenants and agrees that neither Seller nor any of its respective offices, directors, shareholders, partners, members or affiliates (including without limitation indirect holders of equity interests in Seller) shall (aa) to its actual knowledge, conduct any business, nor engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of contribution of funds, goods, or services, to or for the benefit of a Prohibited Person, or (bb) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in EO13224. The provisions of this Section shall survive the Closing or termination of this Agreement.

14. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH OR RELATED HERETO, OR ANY COURSE OR CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS TRANSACTION.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed and dated this Agreement.

SELLER:

HIGHLAND BAPTIST TABERNACLE, INC. a
Georgia Corporation

By: []
its: Authorized Agent

By: Ray Golden
Name: Ray Golden
Title: Trustee

BUYER:

THE CITY OF BLUE RIDGE, GEORGIA

By: Donna Whitener
Name: Donna Whitener
Its: Mayor

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

Exhibit A

Description of Real Property

[attached]

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 314, OF THE 8TH DISTRICT AND 2ND SECTION OF FANNIN COUNTY, GEORGIA, WITHIN THE CITY OF BLUE RIDGE AND BEING MORE PARTICULARLY DESCRIBED AS THAT 5.99 ACRES OF LAND, AS SHOWN ON A PLAT OF SURVEY PREPARED BY SHELLY J. BISHOP, G.R.L.S. NO. 2536, RECORDED IN PLAT HANGER D-60, PAGE 1, FANNIN COUNTY, GEORGIA RECORDS, WHICH PLAT BY REFERENCE THERETO SHALL BE FULLY INCORPORATED HEREIN AND MADE A PART HEREOF.

THIS CONVEYANCE IS SUBJECT TO ALL ZONING ORDINANCES, EASEMENTS, COVENANTS, RESTRICTIONS, RESERVATIONS OR RIGHTS OF WAY OF RECORD, IF ANY.

R/

WITHIN THE CITY OF
LAND LOT 3
FANNIN COUNTY



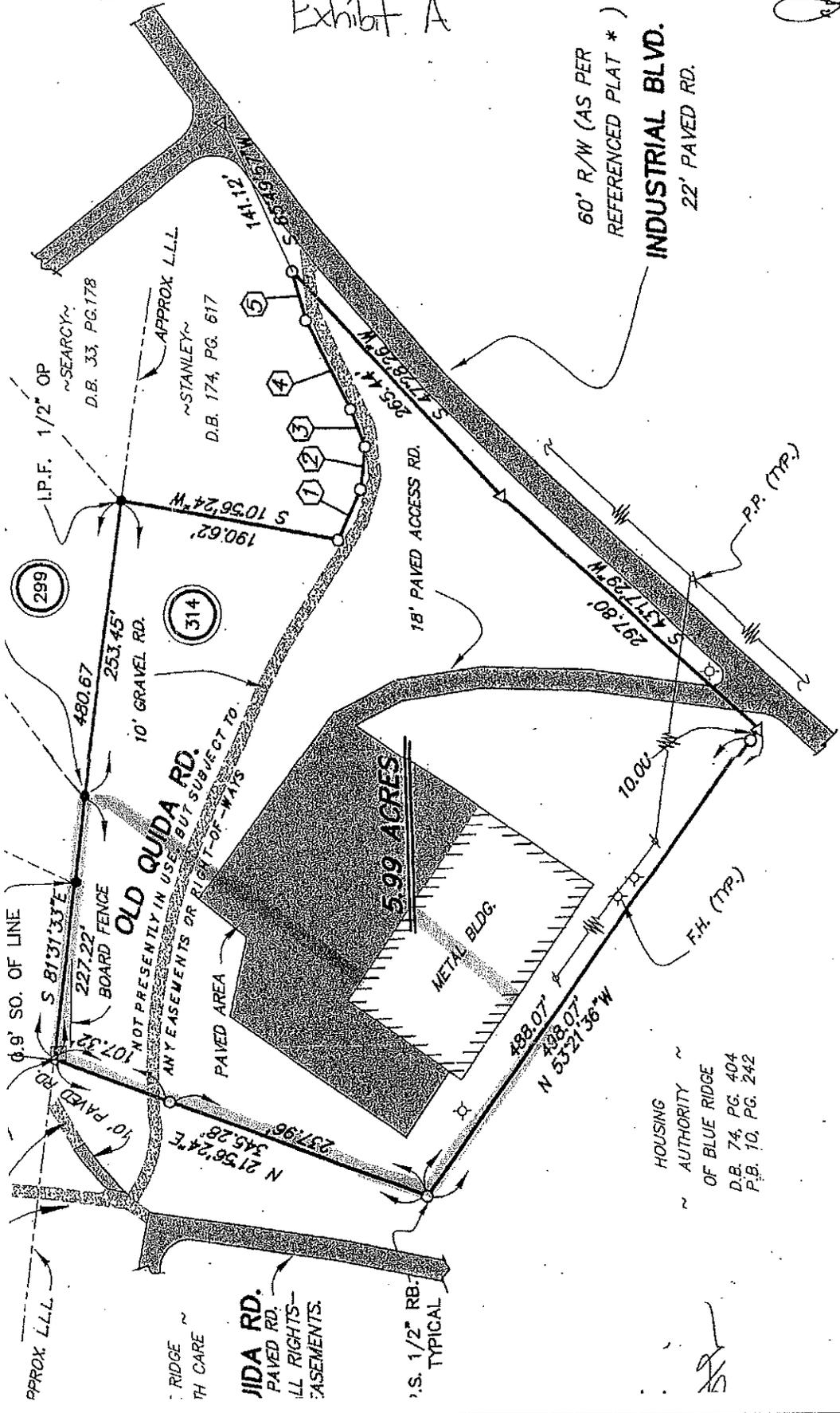
PREPARED BY:

SURVEY REF:

OFFICE: R.
CRD. FILE
FN8295



Exhibit "A"



60' R/W (AS PER REFERENCED PLAT *)

INDUSTRIAL BLVD.
22' PAVED RD.

18' PAVED ACCESS RD.

5.99 ACRES

METAL BLDG.

OLD QUIDA RD.
NOT PRESENTLY IN USE BUT SUBJECT TO ANY EASEMENTS OR RIGHT-OF-WAYS

0.9' SO. OF LINE

BOARD FENCE

JIDA RD.
PAVED RD.
ALL RIGHTS - EASEMENTS.

1/2" RB. TYPICAL

HOUSING AUTHORITY OF BLUE RIDGE
D.B. 74, PG. 404
P.B. 10, PG. 242

FANNIN COUNTY, PROJECT IS IN THE DISTRICTS:

Handwritten signature and date: 10-11-2001

Exhibit B

Warranty Deed

Return to:
[To Be Added]

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF _____

THIS INDENTURE made this ____ day of _____, 2020 between **HIGHLAND BAPTIST TABERNACLE, INC.**, a Georgia corporation (herein called "Grantor"), and **THE CITY OF BLUE RIDGE, GEORGIA**, a municipal corporation (herein called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land described on **Exhibit "A"**, attached hereto and made a part hereof, TOGETHER with all and singular the rights, easements, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoove of Grantee, forever, IN FEE SIMPLE.

Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor and not otherwise. This Deed and the warranty of title contained herein are made expressly subject to those Permitted Title Exceptions listed on **Exhibit "B"** attached hereto and made a part hereof.

The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.

IN WITNESS WHEREOF, the said Grantor has hereunto caused its duly authorized officer to set his/her hand and seal, the day and year above written.

Signed, sealed and delivered
in the presence of:

HIGHLAND BAPTIST TABERNACLE, INC., a
Georgia corporation

By: []

By: _____

Name: _____

Title: _____

Witness

Notary Public

My Commission expires:

(NOTARY SEAL)

EXHIBIT "A"
LEGAL DESCRIPTION

[to be added]

01702847-1 B-3

" = "1" "Error! Unknown document property name." "" 4832-5224-1740 v1

EXHIBIT "B"
PERMITTED EXCEPTIONS

[to be added]

EXHIBIT A

Premises

[to be added]

Exhibit "D"

Seller's/Owner's Affidavit

[FIRST AMERICAN TITLE INSURANCE COMPANY]

SELLER'S/OWNER'S AFFIDAVIT AND INDEMNITY

State of _____
County of _____

Issuing Office File No. _____

BEFORE ME, the undersigned authority, a Notary Public in and for said state, personally appeared _____ as _____ of **HIGHLAND BAPTIST TABERNACLE, INC.**, a Georgia corporation (hereinafter referred to as the "**Seller**"), who is known to me and, being first duly sworn, deposed and stated the following:

1. The Seller is the owner of the real property described in Exhibit "A" attached hereto (the "**Property**") and no other party has any interest in the Property.

2. To the best of my knowledge, information and belief, there is no outstanding indebtedness payable to anyone for which the Property stands as security, which indebtedness shall not be paid, satisfied and released at the closing of the sale of the Property.

3. To the best of my knowledge, information and belief, there are no pending litigation, court orders, suits, proceedings, judgments, bankruptcies, tax liens, or other claims against the Seller or the Property either in Fannin County or the City of Blue Ridge, Georgia or any other county or city in the State of Georgia that would affect the Property.

4. For more than ninety-five (95) days prior to the date hereof, no material or labor has been furnished by the Seller in connection with any improvements located on the Property, other than those for which the bills have been paid in full, and there are no unpaid mechanics' or materialmen's liens affecting the Property created by the Seller, and no one claiming under the Seller has the right to claim any such lien.

5. To the best of my knowledge, information and belief, there are no outstanding sewer service charges, library or fire dues, taxes or municipal assessments due for the Property.

[Signature appears on the following page.]

This ____ day of _____, 2020.

SELLER:

HIGHLAND BAPTIST TABERNACLE, INC., a
Georgia corporation

By: [_____]
its Authorized Agent

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this ____ day of _____,
2020.

Notary Public

My Commission Expires: _____

EXHIBIT "A"

PROPERTY

[to be added]

01702847-1 D-3

Exhibit "E"

Commercial Broker's Affidavit
AFFIDAVIT REGARDING COMMERCIAL REAL ESTATE BROKER'S LIEN

First American Title Insurance Company ("Company") has been asked to issue a title insurance commitment(s) and/or policy or policies insuring title to that certain real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

Affiant makes this affidavit for the purpose of inducing the Company to insure title to the Property without exception for a Commercial Real Estate Broker Lien.

Accordingly, each of the undersigned affiants, in their respective individual capacity, being first duly sworn, deposes, and states that (*initial/mark only one*):

Broker. The prospective purchaser or seller of the Property entered into a written agreement with _____ (the "Broker") for the purpose of acquiring or selling an ownership interest in the Property, including but not limited to a leasehold interest in the Property and/or improvements located thereon. The Broker has been paid in full all amounts owed the Broker for licensed brokerage services including, but not limited to, those for selling, buying, leasing or management of the Property.

No Broker. Affiant has neither entered into a written agreement with, nor is Affiant aware of any individual who has entered into a written agreement with any "Broker" as defined in the Commercial Real Estate Broker Lien Act, for the purpose of selling, leasing or otherwise conveying an interest in the Property, and hereby certifies that (a) there are no unpaid or disputed Broker commissions which would affect the sale of the Property, (b) there is no compensation due or to become due under any listing, agency or other brokerage agreement with respect to the Property as a result of the sale of the Property, and (c) no written notice has been received concerning any unpaid Broker commission respecting the sale which would give rise to a Broker's lien.

The undersigned understands that the Company will rely upon the statements and representations in this affidavit to issue its commitment(s) and/or policy(ies) for the Property without exception to or providing affirmative coverage for any possible lien arising pursuant to the Commercial Real Estate Broker Lien Act. Each of the undersigned agree to indemnify and hold the Company harmless from and against any loss or damage caused by misrepresentations, inaccuracies and/or omissions in this affidavit, plus any costs, expenses, damages or liability, including attorneys' fees, arising from the enforcement of this indemnification.

Dated: _____

Subscribed and sworn to before me this

Print Name: _____

____ day of _____, _____ (year).

Print Name: _____

Notary Public, _____ County, Georgia.
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION

[to be added]

EXHIBIT F-1
Disclosure Schedules

01702847-1 01443645-3 F-2

" = "1" "Error! Unknown document property name." "" 4832-5224-1740 v1



Aftermarket Proposal # 55939

TO: BLUE RIDGE (CITY OF) WPCP
480 West Main Street
Blue Ridge, Georgia 30513
USA

PROJECT: BLUE RIDGE WPCP, GA
Blue Ridge, GA
USA-MUN

ATN: JAMES WEAVER

PROPOSAL DATE: February 24, 2020

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
-----	-------------	------------	-------------

We are pleased to quote, for acceptance within 60 days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval. *Note: Availability is quoted on an in-stock basis and may vary at the time of order.

Lead Time: 2-3* Business Weeks

4	EPDM Decanter Hose 8" X 22"0" Assembly with SS Nipples and Bolts	\$2,923.30	\$11,693.20
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PROPOSAL NOTES:

1. Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.
2. Start-up supervision is NOT included.
3. Payable net 30 days from date of shipment subject to credit review, no retainage allowed.
4. State and/or local taxes will be charged unless we receive a valid tax exemption certificate.

Pricing Summary

Equipment and/or Accessories:	\$11,693.20
Total FCA or EXW Loves Park IL:	\$11,693.20

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A MetaWater Company)": Any different or additional terms are hereby objected to.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 1 of 2

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT

Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION

This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT

Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS

All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES

Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE

Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY

If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION

No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE

No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefore: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION

This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC. (A Metawater Company)

Page 2 of 2

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua-Aerobic to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

Offer Respectfully Submitted,

Tim Lamont

By: _____ Date: _____

Tim Lamont, Senior Customer Service Representative
Aqua-Aerobic Systems, Inc.









3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097
(678) 417-4000 · FAX (678) 417-4055

February 15, 2020

Alicia Stewart, CPA
City of Blue Ridge
480 W. 1st Street
Blue Ridge, GA 30513

Re: Progress Report #38
Blue Ridge TE Project – PI 0010677
Our Reference No. 160142.00

Dear Ms. Stewart:

Project tasks completed from December 29, 2019 to February 1, 2020 are as follows:

- Project management
- Project site visit to measure quantities for pay application #2
- Prepared and submitted required documents to GDOT Historic Preservation District
- Project site visit for Change order #2
- Execution of Change Order #1 and #2
- Preparation of the contractor's pay application #2 and GDOT reimbursement package #2
- Coordination regarding adjacent development tie-ins (Hampton Inn Hotel).

The enclosed invoice is for the period December 29, 2019 to February 1, 2020. If you need additional information please call me.

Very truly yours,
KECK & WOOD, INC.

Casey E. Guyton, P.E.
Project Engineer

Enclosure

I:\Blue Ridge\160142 - Blue Ridge TE\02 Correspondence\05 Progress Reports\2019\160142PR38.doc



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

Alicia Stewart, CPA
 Finance Director
 City of Blue Ridge
 480 W. 1st Street
 Blue Ridge, GA 30513

February 15, 2020
 Project No: 160142.00
 Invoice No: 1337397

Project 160142.00 Blue Ridge TE Project - PI 0010677
Professional Services from December 29, 2019 to February 1, 2020

Phase	000010	Studies & Reports		
Fee				
Total Fee		97,896.00		
Percent Complete	100.00	Total Earned	97,896.00	
		Previous Fee Billing	97,896.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
			Total this Phase	0.00

Phase	000045	Construction Contract Administration		
Professional Personnel				
		Hours	Rate	Amount
Staff Engineer III		32.25	145.00	4,676.25
Staff Engineer II		38.50	130.00	5,005.00
Construction Observer		7.00	85.00	595.00
Totals		77.75		10,276.25
Total Labor				10,276.25
Reimbursable Expenses				
Travel & Subsistence				
12/18/2019	Bryant, Derek	Construction Admin Site Visit		96.05
1/17/2020	Bryant, Derek	Travel for const admin site visit		95.93
1/23/2020	Ramshaw, James			99.18
Total Reimbursables				291.16
			Total this Phase	\$10,567.41
			Total this Invoice	\$10,567.41

From: [Rebecca Harkins](#)
To: [Kelsey Ledford](#); [Rhonda Haight](#); [Nathan Fitts](#); [Harold Herndon](#); [Robbie Cornelius](#)
Subject: Bradley St
Date: Friday, March 6, 2020 9:57:38 AM

I need the following on the agenda for Tuesday: Bradley St water main replacement \$11,785.55
We have an old galvanized water line on Bradley street that has multiple leaks and is causing several issues. I have obtained quotes for the work and the materials to replace 350ft of main line and replace service lines with copper tubing. Labor is \$6950 and the lowest materials quote is \$3764.14. making the total \$10,714.14. 10% contingency is standard on a project so I would like to ask for a budget of \$11,785.55 to keep from having to approach council again if any unforeseen issues arise. I would of course update everyone if that occurs. This project does not require any engineering. Please call me if you have any questions.

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

Holloway Trenching, LLC
 40 Waterloo trl
 Morganton, GA 30560

Estimate

Date 3/1/2020
Estimate # 219

Name / Address
CITY OF BLUE RIDGE Becky Harkins

P.O. #
Terms

Due Date 3/1/2020
Other

Description	Qty	Rate	Total
The following estimate is for Water Main replacement on <u>bradley st.</u> Labor only materials will be supplied by City		0.00	0.00
4" Water main installed	340	10.00	3,400.00
3/4" Longside service taps	4	450.00	1,800.00
3/4" Short side service taps	3	250.00	750.00
6" x 2" Wet tap	1	500.00	500.00
4" Flush valve	1	250.00	250.00
Installation of misc 4" fittings	1	250.00	250.00
Replacement of pavement at driveway not included in labor price		0.00	0.00
No help is required from Water dept on this job		0.00	0.00
Subtotal			\$6,950.00
Sales Tax (0.0%)			\$0.00
Total			\$6,950.00

hollowaytrenching@hotmail.com

706-455-2597



Bid Proposal for BLUERIDGE BRADLEY ST LINE REPLACEMENT

CITY OF BLUE RIDGE
Bid Date: 03/05/2020
Core & Main 1258183

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	7	313-048007-000 4X3/4CC SADDLE EPOXY W/E-G BALES 4.40-4.80 OD	EA	21.39	149.73
20	1	2X1000' DET TAPE WATER BLUE	EA	15.00	15.00
30	7	FB1000-3QNL 3/4 BALLCORP CCXQJ NO LEAD	EA	45.50	318.50
40	1	12GA TRACER SOLID WIRE 500' ROLL-COPPER INSULATED	RL	43.00	43.00
50	7	B43-232WQNL COMP X METER SWIVE L NUT BALL VALVE (NO LEAD)	EA	41.50	290.50
60	1	LUBE 1 GAL F/WTR/SWR PIPE	EA	10.00	10.00
70	400	3/4 SOFT K COPPER TUBE 100'	FT	2.38	952.00
80	340	4 C900 DR18 PVC PIPE (G) BLU 20' PC235	FT	2.43	826.20
90	1	313-069014-000 6X2IP SADDLE EPOXY W/E-G BALES 5.94-6.90 OD	EA	1.90	1.90
100	1	4 MJ 45 C153 IMP	EA	29.00	29.00
110	2	2 7057-07 FIP RW G/VLV DI O/L 18-8 SS B&N STND STEM	EA	225.00	450.00
120	7	3/4 METER CPLG (EACH) NO LEAD	EA	6.00	42.00
130	1	2X4 MJ REDUCER	EA	65.00	65.00
140	2	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	37.00	74.00
150	1	2XCL BRASS NIPPLE NO LEAD (I)	EA	7.50	7.50
160	7	CARSON 10152012 1015-12 P BODY BLACK 2 MSHL	EA	9.00	63.00
170	7	1419 CI LID W/TOUCH READ HOLE	EA	9.00	63.00
180	1	2X12 BRASS NIPPLE NO LEAD (I)	EA	32.00	32.00
190	1	4 MJ 90 C153 IMP	EA	35.00	35.00
200	1	4 7571 MJ RW GV DI OL ON L/ACC GATE VALVE,DI COMPACT BODY	EA	345.00	345.00
210	6	4 ONE-LOK PVC RESTR SLCEP4 (I) W/ACC	EA	29.00	174.00
Sub Total					3,986.33
Tax					0.00
Total					3,986.33

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/>

Quotation #

Kendall Municipal Supply

Date:

4147 JILES ROAD
 KENNESAW GA 30144
 Cell 678.772.7866

Customer CITY OF BLUE RIDGE			
Address			
City	State	GA	Zip
Phone		Fax	
Attention: Becky			

Job Name	Bradley Street
Sales Rep.	Lee Sanders
FOB	
Delivery	
Expires	

Qty		Unit Price	TOTAL
7	4" X 3/4" TAP SADDLE FOR C900	\$ 29.00	\$ 203.00
1	1000' ROLL WATER DETECTOR TAPE	\$ 25.00	\$ 25.00
7	3/4" CORPORATION STOP	\$ 34.50	\$ 241.50
1	500' ROLL # 12 GAUGE TRACER WIRE	\$ 68.00	\$ 68.00
7	3/4" CURB STOP	\$ 48.50	\$ 339.50
1	GALLON PIPE LUBE	\$ -	\$ -
400	3/4" X 100' TYPE K COPPER	\$ 3.05	\$ 1,220.00
340	4" SDR 18 C900 PVC PIPE	\$ 2.42	\$ 822.80
1	6" X 2" TAP SADDLE	\$ 35.65	\$ 35.65
1	4" MJ 45 BEND W/MEGALUGS	\$ 93.00	\$ 93.00
2	2" CI BODY GATE VALVE W/2" NUT	\$ 231.00	\$ 462.00
7	3/4" METER COUPLING	\$ 11.00	\$ 77.00
1	4" X 2" MJ Reducer W/4" Megalug & 2" Acc	\$ 96.50	\$ 96.50
2	24" X 36" VALVE BOX	\$ 47.00	\$ 94.00
1	2" X CLOSE BRASS NIPPLE	\$ 10.50	\$ 10.50
7	METER BOX W/CI LID W/TRPL HOLE	\$ 22.50	\$ 157.50
1	2" X 12" BRASS NIPPLE	\$ 43.50	\$ 43.50
1	4" MJ 90 W/MEGALUGS	\$ 106.00	\$ 106.00
1	4" MJ GATE VALVE W/MEGALUGS	\$ 422.00	\$ 422.00
			\$ 4,517.45

Net 30	Tax %: 7%
Page 1 of 4	
Quote good for	days

Kendall Municipal Supply
 Lee Sanders - Branch Manager - Kennesaw
 Email. leesanders@kendallsupply.com
 Your #1 Municipal Water and Sewer Needs Provider
A division of Kendall Supply, Inc.



FEL-MARIETTA WATERWORKS #407
 910-A COBB PARKWAY NE
 MARIETTA, GA 30062-2410

Phone: 770-499-2030
 Fax: 770-499-2093

Deliver To:
From: David Bryan
Comments:

11:49:32 MAR 04 2020

Page 1 of 2

FEL-GEORGIA WATERWORKS #554

Price Quotation
 Phone: 770-499-2030
 Fax: 770-499-2093

Bid No: B482267
Bid Date: 03/02/20
Quoted By: DLB

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

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

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

Cust PO#:

Job Name: BRAEDLEY STREET

Item	Description	Quantity	Net Price	UM	Total
FF202480CC3I	4X3/4 CC DBL STRP SDL ✓	7	19.520	EA	136.64
PSD2105B52	2X1000 UG DET WTR BLUE ✓	1	20.370	EA	20.37
FFB10003GNL	LF 3/4 CORP CC X CTS GRIP BAL ✓	7	47.540	EA	332.78
TW14SLD30BL500	14GA SLD COP PE30 WIRE BLUE 500 ✓	500	81.800	M	40.90
FB41233WGNL	LF 3/4 B41-233W-G-NL BV ✓	7	39.230	EA	274.61
WGLP1	GAL PIPE GSKT LUB BLUE ✓	1	14.720	EA	14.72
KSOFTF100	3/4X100 K SOFT COP TUBE ✓	400	270.000	C	1080.00
DR18BPP	4 C900 DR18 PVC GJ BLUE PIPE ✓	340	2.060	FT	700.40
FF202690IP7I	6X2 IP DBL STRP SDL ✓	1	28.010	EA	28.01
MJ4LAP	4 MJ C153 45 BEND L/A ✓	1	32.800	EA	32.80
M514T08LF	LF 2 CB 200# THRD NRS GATE VLV ✓	2	30.000	EA	60.00
PSXMCFG	LF BRZ 3/4 MIP X 1 FIP MTR COUP ✓	7	7.150	EA	50.05
MJTCAPLAPK	4X2 MJ C153 TAP CAP L/A ✓	1	30.800	EA	30.80
PSVB562SW	2PC SCRW 16T/24B COMP CI VLV BX WTR ✓	2	49.950	EA	99.90
GBRKNCL	LF 2XCLOSE BRS NIP GBL ✓	1	6.390	EA	6.39
C10152026	STD 12 PLAS BLAC MTR BX BDY ONLY ✓	7	10.500	EA	73.50
CITR	CI TR LID F/ SGL PLS MTR BX ✓	7	12.500	EA	87.50
GBRKN12	LF 2X12 BRS NIP GBL ✓	1	32.150	EA	32.15
MJ9LAP	4 MJ C153 90 BEND L/A ✓	1	39.600	EA	39.60
AFC2504MMLAOL	4 DI MJ RW OL GATE VLV L/A ✓	1	395.100	EA	395.10
SSLCEP4	4 PVC WDG REST GLND PK *ONELOK ✓	7	32.560	EA	227.92
	SUBTOTAL				3764.14

Net Total: \$3764.14
Tax: \$0.00
Freight: \$0.00
Total: \$3764.14

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

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

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



From: [Rebecca Harkins](#)
To: [Rhonda Haight](#); [Donna Whitener](#); [Harold Herndon](#); [Robbie Cornelius](#); [Nathan Fitts](#); [Kelsey Ledford](#)
Cc: [Jeff Stewart](#)
Subject: FW: Johnson Paving, LLC/quote for Mtn. Tops patches
Date: Monday, March 9, 2020 3:09:07 PM
Attachments: [CCE03092020_0003.pdf](#)

Attached is a quote from Johnsons paving for Mountain Tops, this was approved for TRC to be done back in September but they have still been unable to get to it. I had sent several emails inquiring as to a date and they couldn't give me one. I finally gave up and told William to get another quote. He also added any new locations that were in need of patching. We have received several complaints from residents wanting us to get this done and I totally understand why they are frustrated. If we could get this on the agenda it would be great. I know it is short notice but as you can see below we just received it this afternoon. I think it would be good to attach a completion time frame with the approval, this might have helped with the TRC approval. Maybe 90 days? If you have any questions please call me @ 706-632-2091 or William @ 706-633-9955

From: William Long
Sent: Monday, March 09, 2020 2:51 PM
To: Rebecca Harkins
Subject: Fwd: Johnson Paving, LLC/quote for Mtn. Tops patches

Sent via the Samsung Galaxy S@6 active, an AT&T 4G LTE smartphone

----- Original message -----

From: Johnson Paving LLC <johnsonpaving@etcmail.com>
Date: 3/9/20 2:00 PM (GMT-05:00)
To: wlong@cityofblueridgega.gov
Subject: Johnson Paving, LLC/quote for Mtn. Tops patches

William,

Attached is your quote for the patching in Mtn. Tops.

Give me a call with any questions.

We really appreciate this opportunity to work for you and the City.

Sincerely,

Justin Foster
Operations Manager



QUOTE NO
6359

QUOTE

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

VALID THRU	JOB SITE	DATE
4/7/2020	2020 Water Line Patches	3/9/2020

Down Under Rd	0.00	0.00
1. @ 214, 20 square feet	4.40	88.00
2. @ 180, 45 square feet	4.40	198.00
Spirit Wind Court	0.00	0.00
3. @ 65, 63 square feet	4.40	277.20
4. @ 65, 36 square feet	4.40	158.40
5. near start/intersect with S. Dream Catcher, 33 square feet	4.40	145.20
6. near start/intersect with S. Dream Cather, 28 square feet	4.40	123.20
South Dream Catcher	0.00	0.00
7. @ intersect of Spirit Wind Court, 117 square feet	4.40	514.80
8. before 375, 50 square feet	4.40	220.00
9. past 319, 300 square feet	4.40	1,320.00
10. near start past first steep curve, 182 square feet	4.40	800.80
East Dream Catcher	0.00	0.00
11. @ 145, 45 square feet	4.40	198.00
12. before 145, 42 square feet	9.00	378.00
Dream Catcher	0.00	0.00
13. past 94, 200 square feet	4.40	880.00

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



QUOTE

QUOTE NO
6359

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
4/7/2020	2020 Water Line Patches	3/9/2020

14. @ 63, 400 square feet	4.40	1,760.00
North Dream Catcher	0.00	0.00
15. @ 345, 182 square feet	4.40	814.00
16. near start, across from new build, 120 square feet	5.80	696.00
Hiawatha Trail	0.00	0.00
17. @ 259, 126 square feet	4.40	554.40
Dancing Sun Trails	0.00	0.00
18. near start, 147 square feet	4.40	646.80
Sky Bound	0.00	0.00
19. @ 204, 20 square feet	4.40	88.00
20. @ 204, 126 square feet	4.40	554.40
21. before 204, 98 square feet	4.40	431.20
22. past 51, 72 square feet	4.40	316.80
23. @ 51, 78 square feet	4.40	343.20
Lakota Trail	0.00	0.00
24. @ start/intersect with Mtn. Tops Rd., 204 square feet	4.40	897.60

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



QUOTE

QUOTE NO
6359

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
4/7/2020	2020 Water Line Patches	3/9/2020

DESCRIPTION	UNIT PRICE	EXTENDED
25. @ 151, 120 square feet	4.40	528.00
Choctaw Ridge	0.00	0.00
26. @ 617, 162 square feet	4.40	712.80
27. @ 599, 100 square feet	4.40	440.00
Pony Ghost Trail	0.00	0.00
28. @ 612, 20 square feet	4.40	88.00
29. @ 618, 36 square feet	4.40	158.40
Mtn Tops Street	0.00	0.00
30. @ 45, 130 square feet	4.40	572.00
Mtn Tops Road	0.00	0.00
31. @ 2817, 21 square feet	4.40	92.40

TOTAL QUOTED PRICE: 14,995.60

* means item is non-taxable



QUOTE

QUOTE NO
6359

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
4/7/2020	2020 Water Line Patches	3/9/2020

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

Employee Evaluation Points System

1. Change category # 8 to care and maintenance of City Equipment including trucks, tools, materials..

The Points per category Outstanding = 3

Exceeds expectations = 2

Meets expectations = 1

Needs improvement = 0

Overall Scores

Outstanding = 21 or more points = \$1.00

Exceeds Expectations = 15-20 points = \$0.75

Meets Expectations = 8-14 points = \$0.50

Needs improvement = 0-7 points = \$0.00

City of Blue Ridge

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

City of Blue Ridge
Special Called Council Meeting Minutes
City Hall
480 West First Street
March 25, 2020 at 3:00 p.m.
Via Teleconference

Present: Mayor Donna Whitener
Council Members Robbie Cornelius,
Nathan Fitts, Harold Herndon and
Rhonda Haight
City Clerk Kelsey Ledford
City Attorney James Balli
Fannin County EMA Director, Robert Graham
Fannin Regional Hospital Dr. Dillon Miller

1) Call Meeting to Order:

The Mayor asked for a roll call to confirm that all members were present on the phone line. She then called the meeting to order.

2) Discuss the coronavirus and take any appropriate action to supplement the state of emergency and recommended actions declared by the Governor:

Mayor Donna Whitener announced that Fannin Regional Hospital Medical Director, Dr. Dillon Miller and Fannin County Emergency Management Agency Director, Robert Graham would be participating in the meeting.

Dr. Miller thanked the City for the opportunity of being included in the meeting discussions. He stated that information and numbers are changing daily, and currently the number one treatment that is effective is social distancing. He stated that the last thing the community wanted to do was overwhelm the community's hospital and healthcare system. He confirmed that there is currently one confirmed COVID-19 case in the county and that it takes approximately one week to receive results after testing. He concluded that the healthcare system appreciates any measures the City can take to limit the spread in our community.

Council Member Nathan Fitts asked Dr. Miller about having an adequate number of respirators. Dr. Miller responded that Fannin Regional has ventilators and ICU beds and they will be able to care for patients who are infected. However, like any facility, resources are limited. He concluded that they hope to keep the capacity manageable.

Council Member Nathan Fitts asked if the hospital could produce a press release outlining their capabilities that would help the community feel more comfortable and at

City of Blue Ridge

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ease. Dr. Miller responded that he would be happy to do so and that they also have a Facebook page that they are posting information to. Dr. Miller then explained that the hospital is following CDC guidelines for testing. He stated that they would like more tests, but that there isn't an unlimited supply. He confirmed that they are evaluating patients and those that need to be tested are being tested.

The meeting was then handed over to EMA Director, Robert Graham. Mr. Graham stated that he and his department have been in constant communication with community stakeholders, the County, the Cities, and healthcare providers and the common desire is to limit the spread of COVID-19 in our community. He continued to state that the City of McCaysville adopted an emergency order on March 24th and that the Fannin County Board of Commissioners were meeting this evening to adopt a similar order. He mentioned that personal protective equipment is limited in Fannin County and that they have requested more supply. Mr. Graham urged the community to come together as a community during this time. He announced that a number would be provided to stakeholders and government agencies for them to call to request assistance or note needs regarding the pandemic. He announced the Public Health Hotline is 844-442-2681. Mr. Graham concluded by stating that he would provide the City with a list of resources that they could provide to the public.

The meeting was then handed over to City Attorney James Balli to give a summary of the proposed Emergency Ordinance. Mr. Balli summarized the "Whereas' s" in the ordinance by stating that both the President and the Governor have declared a public health emergency. He continued to state that the Governor declared an executive order on March 24th that outlined requirements shutting down bars and for people to keep a distance of 6 feet apart, as well as suggesting some shelter in place for certain individuals. However, it did not include statewide applications as much of us had expected. Therefore, the Mayor and City Council deem it necessary to implement supplemental regulations. He continued to confirm that the City charter allows the Mayor and Council to introduce and enact on the same day an emergency ordinance. He stated that it is therefore declared that special circumstances have occurred and that the local state of emergency exists within the City of Blue Ridge, Ga. and will continue until the conditions requiring this declaration are abated. The following sections were then summarized by City Attorney James Balli:

- Section 3- bans any gatherings on City owned property, which does not include sidewalks or roads, but does include parks.
- Section 4- for the duration of the declared emergency, the City will not disconnect any water or sewer service for non-payment and the ordinance

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allows 30 days after the declaration expires for the service to be paid before disconnection.

- Section 5- outlines that all non-essential businesses shall cease all activities except for minimum basic operations as defined herein. This section provides a list of essential businesses.
- Section 6- temporarily suspends the operation of short-term rentals, hotels and bed & breakfast businesses. This section declares all tourism rentals as non-essential. These businesses must immediately cease all activities except for minimum basic operations as defined herein. He clarified that any person who paid a reservation in full prior to March 23rd will be allowed to complete the original reservation period, but shall not be allowed to extend. All other visitors must vacate their rental within 48 hours of this ordinance going into effect. No tourism rental shall accept reservations during the state of emergency, which is set to expire on April 15th. However, if they are taking reservations for dates after April 15th they shall notify each customer that this ordinance may be extended. This ordinance exempts tourism rentals to residents of Fannin County who may, for various reasons, need to have additional lodging to self-quarantine. Rentals may also be provided for public safety or health care professionals who are working within a 40-mile radius of Blue Ridge. Businesses who violate this section of the ordinance may be subject to having their business license revoked. He then outlined the appeal process for this section only.
- Section 7- tolls deadlines due during the duration of this emergency ordinance and then 15 days thereafter.
- Section 8- gives the Mayor and Mayor Pro-Tem authority over discretionary and non-discretionary services and employees.
- Section 10- appoints interim successor if the Mayor becomes ill or is unable to serve in her capacity.
- Section 11- suspends dine in at restaurants and allows consumption on premise licensed establishments to sell unopened beer/wine with take out orders in the same way as Ingles. This does not apply to liquor. Bars are closed at this time.
- Section 12- establishes a curfew/shelter in place beginning March 26, 2020 between the hours of 9:00 p.m. and 5:00 a.m. thru the duration of this emergency ordinance. This section also provides a list of certain exempt individuals.
- Section 13-
- Section 14- establishes temporary procurement guidelines

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- Section 15- prohibits visitors who are residents of a State, County or City subject to a stay-at-home order or stay-at-home restriction and who is not currently physically present in Blue Ridge, Ga. during the duration of this ordinance. However, this does not prohibit vehicular traffic that passes through the limits on a state or federal highway, provided that the vehicle does not stop.
- Section 16- establishes a civil fine of \$1,000 per violation of any section of this emergency ordinance.
- Section 17- waives the 48-hour special called meeting notice and in person production of documents for open record requests.
- Section 18- states any conflict with any other law will be governed by this emergency ordinance.
- Section 19- states severability.
- Stay-in-place provision- provides for those not carrying out essential duties shall stay-in-place.

Council Member Nathan Fitts stated he had been receiving questions and wanted to provide for some questions and answers at this time.

1. Are rental companies required to cancel long term rentals who are already dwelling in a unit? City Attorney James Balli replied that they certainly could under this ordinance, but if the rental had been paid for prior to March 23rd, then they could remain until the end of their paid stay.
2. Do all current rental bookings need to be canceled thru April 15th? City Attorney James Balli replied that the companies should notify any future renters that the ordinance may be extended. He continued to suggest that City Clerk Kelsey Ledford email this ordinance to the rental companies to the extent that we have their email addresses.
3. Who will be enforcing rentals through VRBO and other online booking sites? City Attorney James Balli replied that they will be notified as the other rental companies via email.
4. Is a rental owner able to utilize their rental unit during the duration of this ordinance? City Attorney James Balli replied that section 15 applies to this question.
5. Is construction considered essential? City Attorney James Balli replied yes, but the social distancing requirement still applies.

Mayor Donna Whitener then asked the Council about their opinions on the stay-in-place provision. Council Member Rhonda Haight stated she was in favor because it strengthens what they City is trying to accomplish with the emergency ordinance.

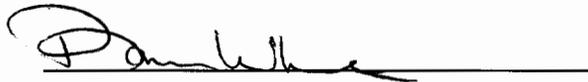
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City Attorney James Balli then gave a summary of the shelter-in-place provision. He explained that the provision orders Blue Ridge residents to stay at their place of residence and may only leave their residence for essential activities, essential governmental functions, or to operate or work at essential businesses as defined in the emergency ordinance. He then outlined the essential activities that are defined in the provision. Council Member Robbie Cornelius made a motion to approve the Emergency Ordinance (attached) and to add the supplemental shelter-in-place provision. The motion was seconded by Council Member Nathan Fitts. The Council voted 4-0. Motion carried. The shelter-in-place provision is inserted as section 13 in the final version of the ordinance.

3) Adjournment:

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



Mayor Donna Whitener



City Clerk Kelsey Ledford

May 19, 2020
Approved

PASSED: March 25, 2020

AN EMERGENCY ORDINANCE NO. BR2020-11

EMERGENCY DECLARATION AND ORDINANCE

PURSUANT TO SECTION 3.18 OF THE CITY CHARTER

**A DECLARATION OF A STATE OF EMERGENCY ARISING
BECAUSE OF COVID-19; AN ORDINANCE TAKING
IMMEDIATE EMERGENCY MEASURES**

WHEREAS, the President of the United States declared a National Public Health Emergency on March 13, 2020 and has taken other steps and announced other guidelines designed to protect the American people from the spread of COVID-19; and

WHEREAS, the President of the United States, by and through the Internal Revenue Service, has suspended and extended certain federal tax deadlines; and

WHEREAS, the Governor of the State of Georgia declared a State Public Health Emergency on March 14, 2020 which was ratified by the Georgia General Assembly on March 16, 2020 by Joint Resolution; and

WHEREAS, the World Health Organization has declared Coronavirus Disease 2019 (COVID-19) a world health emergency and a pandemic; and

WHEREAS, the number of confirmed cases and deaths from COVID-19 is reported to be escalating rapidly, internationally, nationally, and locally; and

WHEREAS, based upon the experience of other local governments in Georgia, a growing number of other cases are likely to occur; and

WHEREAS, on March 16, 2020, the Center for Disease Control (CDC) and the President of the United States stated that any gathering of over 10 people should be discontinued or prohibited; and

WHEREAS, on March 23, 2020, Governor Kemp announced that “certain individuals with an increased risk of complications from COVID-19 to isolate, quarantine, or shelter in place,” covering those who “live in long-term care facilities, have chronic lung disease, are undergoing cancer treatment, have a positive COVID-19 test, are suspected to have COVID-19 because of their symptoms or exposure, or have been exposed to someone who has COVID-19”, and that the Department of Public Health would institute rules and regulations to implement such measures;

WHEREAS, on March 23, 2020, Governor Kemp additionally announced measures to “close all bars and nightclubs and ...ban all gatherings of ten or more people” unless they can assure spacing for at least six (6) feet apart between people at all times beginning at noon on March 24, 2020 and lasting until noon on April 6, 2020; and

WHEREAS, public health experts, including those at the CDC and the National Institutes of Health (NIH), have advised that individuals infected with COVID-19 are contagious even while experiencing minor or no symptoms and implored leaders to take immediate action to prevent further community spread of COVID-19; and

WHEREAS, preventing and slowing community spread of COVID-19 provides health systems additional time to obtain personal protective equipment necessary to protect health care workers and medical equipment necessary to treat COVID-19, and is therefore vital to the health of the City of Blue Ridge, the State of Georgia and the United States;

WHEREAS, in the judgment of the Mayor and City Council members of the City of Blue Ridge, Georgia, there exist emergency circumstances located within its jurisdiction requiring extraordinary and immediate response for the protection of the health, safety, and welfare of the citizens of the community, the state, and the nation; and

WHEREAS, the Executive Order issued on March 23, 2020 did not include statewide application of certain measures that the Mayor and the City Council members deem necessary within the City of Blue Ridge’s jurisdiction to attempt to minimize the spread of COVID-19 and to prevent or minimize sickness, injury, or death, to people and damage to property resulting from this public health crisis; and

WHEREAS, O.C.G.A. § 38-3-28 provides the political subdivisions of this State, such as the City of Blue Ridge, Georgia, with the authority to make, amend, and rescind such orders, rules, and regulations as may be necessary for emergency management purposes to be consistent with and supplement rules and regulations promulgated by the Governor during a State of Emergency; and

WHEREAS, the United States Supreme Court has previously held that “[u]pon the principle of self-defense, of paramount necessity, a community has the right to protect itself against an epidemic of disease which threatens the safety of its members”; and

WHEREAS, Section 3.18 of the City Charter provides in pertinent part that “to meet a public emergency affecting life, health, property, or public peace, the city council may convene on call of the mayor or two councilmembers and may promptly adopt an emergency ordinance, but such ordinance shall not levy taxes; grant, renew, or extend a franchise; regulate the rate charged by any public utility for its services; or authorize the borrowing of money except for loans to be repaid within 30 days...an emergency ordinance may be adopted, without or without amendment, or rejected at the meeting at which it is

introduced...it shall become effective upon adoption or such later time as it may specify [and] every emergency ordinance shall automatically stand repealed 30 days following the date upon which it is enacted, but this shall not prevent reenactment...if the emergency continues to exist;

NOW, THEREFORE, IT IS HEREBY DECLARED that special circumstances have occurred and a local state of emergency exists within the City of Blue Ridge, Georgia and shall continue until the conditions requiring this declaration are abated.

THEREFORE, IT IS ORDERED AND ORDAINED BY THE AUTHORITY OF THE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF BLUE RIDGE, GEORGIA AS FOLLOWS:

Section 1. Findings of Fact

For purposes of describing the specific circumstances which warrant the adoption of an emergency ordinance, the Mayor and the City Council Members of the City of Blue Ridge, Georgia hereby adopt and make the findings included in the “WHEREAS” clauses above as findings of fact.

Section 2. Declaration of Public Health State of Emergency

The Mayor and City Council Members of the City of Blue Ridge, Georgia hereby declare a public health state of emergency within the City of Blue Ridge, Georgia because of the proliferation of COVID-19 in the United States and the State of Georgia, which will remain in force and effect until April 15, 2020 unless extended or repealed.

Section 3. Public Gatherings on City Property

For the duration of the declared emergency, there shall be no public gatherings on any property owned or controlled by the City. To avoid confusion, the following definitions shall apply under this Section: a “public gathering” shall mean the organized gathering or assembly of more than five or more persons at a specific location; “property owned or controlled by the City shall include any park, public square, public space, playground, recreational area, or similar place of public gathering, but nothing herein shall prohibit individuals or families from using sidewalks or designated pedestrian areas of parks for walking or other exercise if they are not participating in an organized gathering.

Section 4. Water and Sewer Services

For the duration of the declared emergency, the City will not disconnect any water or sewer service provided by the City for non-payment. After the conclusion of the declared emergency, persons will have a period of thirty days to make such payments before service may be disconnected.

Section 5. Temporary Closure of Non-Essential Businesses

All businesses with a facility or location in the territorial jurisdictional limits of the City of Blue Ridge, Georgia, except Essential Businesses as defined herein, are required to cease all activities at facilities or locations located therein except Minimum Basic Operations, as defined herein. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open. To the greatest extent feasible, Essential Businesses shall comply with social distancing requirements imposed by the Governor in his Executive Order issued on March 23, 2020, and in addition, by maintaining a six-foot social distancing for both employees and members of the public, including, but not limited to, when any customers are standing in line (“Social Distancing Requirements”). Additionally, all Essential Businesses that have locations open to customers must post signage on entrance doors informing customers to maintain at least six (6) feet of personal distance between themselves and others and shall not allow more than ten (10) people into such location/establishment at any one time if such social distancing cannot be maintained.

For the purposes of this Ordinance, covered businesses include any for-profit, non-profit, or educational entities, partnerships, joint ventures and sole proprietorship, regardless of the nature of the service, the function they perform, or its corporate or entity structure. For the purposes of this Ordinance, "Minimum Basic Operations" include the following, provided that employees comply with Social Distancing Requirements as defined in this Section, to the extent possible, while carrying out such operations (a) the minimum necessary activities to maintain the value of the business's inventory, ensure security, process payroll and employee benefits, or for related functions; and (b) the minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences. For the purposes of this Ordinance, "Essential Businesses" means:

1. Healthcare Operations and essential infrastructure;
2. Grocery stores, farmer’s markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences;
3. Food cultivation, including farming, livestock, and fishing;
4. Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;

5. Newspapers, television, radio, and other media services;
6. Gas stations and auto-supply, auto repair, and related facilities;
7. Banks and related financial institutions and pawn shops;
8. Hardware stores;
9. Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences and Essential Businesses;
10. Businesses providing mailing and shipping services, including post office boxes;
11. Educational institutions-including public and private K-12 schools, colleges, and universities-for purposes of facilitating distance learning or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible;
12. Laundromats, dry cleaners, and laundry service providers;
13. Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Cafeterias in hospitals, nursing homes, or similar facilities shall not be subject to the restrictions contained in this Ordinance.
14. Businesses that supply products needed for people to work from home;
15. Businesses that supply other essential businesses with the support or supplies necessary to operate;
16. Businesses that ship or deliver groceries, food, goods or services directly to residences;
17. Home-based care for seniors, adults, or children;
18. Residential facilities and shelters for seniors, adults, and children;
19. Professional services¹, such as legal, or accounting services;
20. Childcare facilities;
21. Construction services; and
22. Utility, water, sewer, gas, electrical, oil refining, roads and highways, railroads, public transportation, taxi/rideshare, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and

¹ Those requiring a license.

local infrastructure for computing services, business infrastructure, communications, and web-based services).

Section 6: Temporary Suspension of
Short-Term Rentals, Hotels and Bed & Breakfast Businesses

In addition to the necessary public health precautions set forth in this Ordinance and in Section 5 of this Ordinance, it is hereby found that Short-Term Rentals, Hotels and Bed & Breakfast Businesses (collectively “Tourism Rentals”) are businesses that facilitate non-residents of the City of Blue Ridge and Fannin County (a) being able to stay overnight in groups that are often in excess of the number prohibited by the Governor; (b) purchase goods and services while mingling with residents of the City of Blue Ridge, Georgia; (c) otherwise posing a high-risk, however unwillingly, of transmitting COVID-19 from other jurisdiction to residents of Fannin County and the City of Blue Ridge and (d) falling ill while staying in said Vacation Rentals and potentially causing an unbearable strain to Fannin County’s and the City’s health care system and public safety personnel. Accordingly, while the City greatly appreciates the Tourism Rental businesses and their customers, public health and safety must be protected and so the following shall immediately go into effect following adoption of this Ordinance:

(1) All Tourism Rentals are hereby declared Non-Essential Businesses and must immediately cease all operations except Minimum Basic Operations as defined in Section 5. Any customer currently occupying a Tourism Rental under a paid reservation tendered prior to March 23, 2020 shall be allowed to complete the original reservation period but shall not be allowed to extend. All other customers must vacate the Tourism Rental within forty-eight (48) hours of this Ordinance going into effect.

(2) No Tourism Rentals shall accept reservations during this state of emergency and is hereby put on notice that each Tourism Rental should alert any potential customer that there is a chance the provisions of this Ordinance may be extended.

Provided, however, this Section shall not prohibit a Tourism Rental business from renting to a resident of Blue Ridge, Georgia or Fannin County, Georgia who certifies in writing that the rental is (a) to facilitate compliance with this Ordinance or any Order issued by the President of the United States or the Governor or any of their agencies or departments and (b) that the Tourism Rental will only be occupied by residents of the City of Blue Ridge, Georgia or Fannin County, Georgia.

Further, Tourism Rentals rented and occupied solely by public safety or health care professionals [immediate family members are allowed] who are working within forty (40) miles of Blue Ridge, Georgia are expressly exempt from the prohibition on rental contained within this Section.

Any violation of this Section shall be punishable as set forth herein and general law and shall be, at the appropriate time and after appropriate due process, grounds for termination of any business license/occupational tax certificate held by any Tourism Rental business.

Only applicable to this Section, any aggrieved Tourism Rental business or party may appeal, on a case by case basis, the application of this Section to said business or party by filing an appeal with the Superior Court of Fannin County, Georgia but, consistent with O.C.G.A. § 38-3-51(i)(F)(2)(B), any appeal shall not stay the application of this Section. Other than this limited right to appeal, this Section does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the City of Blue Ridge, Georgia, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Section 7. Tolling of Deadlines/Penalties/Interest

Any deadlines for the purchasing or obtaining by persons or businesses of occupational tax certificates, filing of returns, payment of taxes, permits or similar civil approvals mandated by the City of Blue Ridge, Georgia shall be tolled for the duration of the emergency as established herein, and for 15 days thereafter. Such persons or businesses shall obtain necessary permissions required by law but deadlines set by the City of Blue Ridge, Georgia are tolled for the duration of the emergency as established herein, and for 15 days thereafter. Moreover, penalties or interest that would normally be assessed shall also be tolled for the duration of the emergency and for 15 days thereafter.

Section 8. Classification of City Services

For the duration of the declared emergency, the Mayor, with the advice and consent of the Mayor Pro-Tem, shall be vested with the following additional discretion and authority, to wit:

- (a) To categorize City services as either “required” or “discretionary,” and to periodically review and modify such categories.
- (b) To assign specific employees to required or discretionary services, and to periodically review and modify such assignments.
- (c) To use her discretion to permit employees to telework as advised by the Governor.
- (d) To temporarily suspend the provision of discretionary services and to direct employees who provide discretionary services not to report to work until such time as the service suspension is lifted or until such time as the Mayor redirects the employee to other services.

- (e) To contract for and expend non-budgeted sums and services, as may in her discretion be required to meet the demands upon government and services of the City for the duration of the declared emergency, including therein authority to spend such sums from the reserves of the City. Any such non-budgeted expenditures shall be promptly reported to all members of the City Council.
- (f) To maintain, to the best of the ability of the resources of the City, the provision of essential services, which shall include, but not be limited to, public safety, public works, healthcare, and building permits.

Section 10. Emergency Interim Successor to Mayor

The governing authority desires to make certain that the chain of authority within City of Blue Ridge, Georgia is clear. If the Mayor is unable to perform her duties due to incapacitation or illness quarantine, then the Mayor Pro Tem is designated as the emergency interim successor pursuant to O.C.G.A. § 38-3-50 and shall assume the duties of the Mayor. Should the emergency interim successor be unable to perform those duties, the City Council shall appoint a member of the City Council to assume those duties.

Section 11. Eating Establishments/Closure of Bars

Restaurants and other eating and dining establishments where food is served must cease offering dine-in services but may continue preparing and offering food to customers via delivery, drive-through or take-out services. Patrons, employees and contractors of the establishments must maintain at least six (6) feet of personal distance between themselves and others.

Any restaurant that is currently licensed to sell beer and wine for on-premises consumption, such business shall be authorized to sell unopened bottles, cans, or other sealed containers of beer or wine for take-out consumption off-premises. For clarity, this means that licensed restaurants [not Bars] may basically conduct similar sales to grocery stores located within the City of Blue Ridge and, under no circumstances, does this permit the sale of open containers by any business and such a violation will be prosecuted to the full extent of State and local law.

Consistent with an Executive Order of the Governor, any business which possesses an occupational tax certificate or business license to operate as or otherwise meet the definition of “Bar” as defined by O.C.G.A. 3-1-2(2.1) shall cease operation while this Ordinance [and/or an Executive Order] is in effect.

Section 12. Curfew/Shelter in Place

A curfew is imposed from 9:00 p.m. to 5:00 a.m. effective 9:00 p.m. March 26, 2020. Residents, unless “exempt individuals” as defined herein, shall remain in their homes

or on their property during the curfew period. Exempt individuals include those individuals engaged in the provision of designated, essential services or working for Essential Businesses, such as, without limitation, (1) fire; (2) law enforcement; (3) medical and hospital services, including veterinary services; (4) military services; (5) utility emergency repairs; (6) persons seeking emergency medical services or hospital services and those persons assisting such persons; (7) individuals traveling to and from their jobs with appropriate identification and persons traveling to medical facilities; (8) individuals engaged in the delivery of food, medicine, medical supplies, fuel including, but not limited to, the re-stocking of grocery stores, pharmacies, and convenience stores; (9) news media employees; (10) designated employees or agents of businesses designated by the Georgia Emergency Management Agency as “essential” pursuant to O.C.G.A. § 38-3-58; (11) persons providing necessary care of companion animals in the custody and care of an animal shelter, boarding facility, or kennel and persons walking personal animals; and (12) critical infrastructure businesses and employees as designated by the Governor or identified by U.S. Department of Homeland Security Cybersecurity and Infrastructure Security Agency.

13. Shelter in Place

Pursuant to this Section, all individuals currently living within the territorial jurisdictional limits of the City of Blue Ridge, Georgia are ordered to stay at their place of residence. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, Essential Governmental Functions, or to operate or work at Essential Businesses, all as defined in this Ordinance.

For purposes of this Ordinance, individuals may leave their residence only to perform any of the following "Essential Activities." However, people at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care and to comply with any applicable Executive Order.

Essential Activities shall mean:

a. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including, but not limited to, pets), such as, by way of example only and without limitation, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies they need to work from home.

b. To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of

example only and without limitation, canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences.

c. To engage in outdoor activity, provided the individuals comply with Social Distancing Requirements as defined in this Section, such as, by way of example and without limitation, walking, hiking, fishing or running.

d. To perform work providing essential products and services or working at an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations.

e. To care for a family member or pet in another household.

For purposes of this Section, individuals may leave their residence to work for or obtain services at any "Healthcare Operations" including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, or any related and/or ancillary healthcare services. "Healthcare Operations" also includes veterinary care and all healthcare services provided to animals. This exemption shall be construed broadly to avoid any impacts to the delivery of healthcare, broadly defined. "Healthcare Operations" does not include fitness and exercise gyms and similar facilities.

For purposes of this Ordinance, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of Essential Infrastructure, including, but not limited to public works construction, airport operations, utility, water, sewer, gas, electrical, oil refining, roads and highways, railroads, public transportation, taxi/rideshare, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services)("Essential Infrastructure"), provided that they carry out those services or that work in compliance with Social Distancing Requirements as defined herein, to the extent possible.

For purposes of this Ordinance, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel, and others working for or to support Essential Businesses are categorically exempt from this Order. Further, nothing in this Order shall prohibit any individual from performing or accessing "Essential Governmental Functions." Essential Governmental Functions means all services needed to ensure the continuing operation of the government agencies and provide for the health, safety and welfare of the public. All Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements as defined this Section, to the extent possible.

Section 14. Procurement

The City of Blue Ridge, Georgia hereby suspends the bid and competitive portions of the City's Procurement Policy or ordinances and authorize the Mayor, with the advice and consent of the Mayor Pro-Tem, to utilize the single-source policy and to require departments to provide a written justification for the single-source procurement during the effective dates of this Ordinance and/or utilize any emergency procurement provisions contained therein. However, the Mayor and Mayor Pro-Tem shall have the express responsibility to seek the best prices during the state of emergency.

Section 15: Prohibited Visitors

No person who is a resident of a State, County or City subject to a stay-at-home Order or stay-at-home restriction and who is not currently physically present in Blue Ridge, Georgia shall be allowed to enter the City limits during the period this Ordinance is in effect. This shall not prohibit vehicular traffic that remains on state or federal highways within the City limits and does not voluntarily stop within the City limits. For purposes of this Section, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel performing their official duties are categorically exempt.

Section 16. Violation

Violation of any term or provision of this Ordinance shall be punishable by a civil fine of \$1,000 per violation. This does not prohibit any law enforcement officer from charging any violator with violations of other applicable Federal, State or local laws.

Section 17. Waiver of 48 Hour Notice/Open Meetings/Records

To allow for expedient response to rapidly changing circumstances, the Mayor and each Council Member expressly waives in writing herein forty-eight hour notice of any specially called meeting to extend this Ordinance or take action in response to this public health emergency. However, the same notice required by State law applicable to Open Meetings Act shall be provided to the Mayor and Council Members for any specially called meeting, including the provisions of O.C.G.A. 50-14-1(d)(3). Notwithstanding this Section, notice of any specially called meeting may be waived in writing by the Mayor and Council Members or as otherwise provided in the City Charter.

Any requests under O.C.G.A. § 50-18-70 shall be responded to in a reasonable time and manner, however, any in-person record production is hereby suspended during the pendency of this Ordinance.

Section 18. Ordinance Governs

Pursuant to O.C.G.A. § 38-3-28 and other applicable law, all laws, ordinances, rules and regulations, or any parts thereof, in conflict with the provisions of this Ordinance are hereby suspended during the effective dates of this Ordinance (or any extension thereof) and the terms and provisions of this Ordinance shall govern. This Ordinance does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the City of Blue Ridge, Georgia, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

Section 19: 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.

This Ordinance after adoption by the City Council and upon approval by the Mayor shall become effective immediately.

SO ORDAINED, this 25 day of March, 2020

BLUE RIDGE CITY COUNCIL

By: Donna White
Mayor

Attest Ordinance Passed: March 25, 2020

Attest:

/s/ Kelsey Ledford
City Clerk Kelsey Ledford

City of Blue Ridge

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

City of Blue Ridge
Special Called Meeting Minutes
City Hall
480 West First Street
May 19, 2020 at 5:00 p.m.

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

- 1) Call Meeting to Order:
Mayor Donna Whitener called the meeting to order.
- 2) Prayer and Pledge of Allegiance:
Council Member Robbie Cornelius offered a word of prayer 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 21, 2020 Special Called Council Meeting Minutes. The motion was seconded by Council Member Mike Panter. The Council voted 5-0. Motion carried.
 - b) Council Member Nathan Fitts made a motion to approve the March 10, 2020 Council Meeting Minutes. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.
 - c) Council Member Rhonda Haight made a motion to approve the March 25, 2020 Special Called Council Meeting 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 Mike Panter made a motion to remove item number 28 "Sidewalk at Attorney Delorem's Office" from the agenda and adjust public comment to have Anthony Holloway speak instead of Michelle Moran and to have Mike Galinski speak for Toccoa Lumber. The motion was seconded by Council Member Rhonda Haight. The Council voted 5-0. Motion carried.

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

5) **Rick Skelton—Annexation:**

Rick Skelton discussed his development NOLA located at 9265 Blue Ridge Drive. He briefly discussed a 20 year plan to include 21 houses and 1 restaurant if only septic was available. However, if City sewer were to be available, the plan is to have 144 homes, retail shops, a hotel, a business center and an amphitheater developed on the property. Council Member Mike Panter asked when the discussion of annexation begin. Mr. Skelton replied 2017. Panter then asked who paid for the plans. Skelton replied that he did. Panter then asked if the public knew the City may annex this property. Mayor Donna Whitener replied no, but that she was following the annexation checklist which did not list that as a requirement. Council Member Nathan Fitts then began discussion legal fees obtained by the City in 2019 for annexation from City Attorney James Balli. Mayor Donna Whitener replied that those fees were for the annexation of AV Blue Ridge, not this annexation. Council Member Rhonda Haight then stated that there are invoices from Carter & Sloope that name Rick and Merciers. Mr. Skelton stated he would like to make a correction to something that was written in the paper, he wanted to clarify that the proposed annexation would only be for the road right-of-way. Council Member Nathan Fitts then stated that the City just needs to communicate with the citizens. Council Member Mike Panter agreed and stated that the citizens didn't know that it was just the road right-of-way. Council Member Mike Panter asked Mr. Skelton if County Attorney Lynn Doss and County Chairman Stan Helton were at a meeting with him in which this annexation was discussed. Mr. Skelton replied yes, in 2017 there was a meeting about sewer and annexation was mentioned so he could see where there may have been some confusion.

6) **Anthony Holloway—Annexation:**

Anthony Holloway discussed developing his property next to NOLA to include 72 lots with green space if City sewer were available. Council Member Mike Panter stated that he was in favor of growth but as a resident he didn't know about this annexation.

7) **Joe Foster—Annexation:**

Joe Foster with Merciers discussed being at a Chamber of Commerce meeting were Council Member Rhonda Haight was discussing sewer capacity in which she stated she was looking for customers. Being that he wanted to be a City sewer customer, he asked DCA to come to Blue Ridge in order to get the City involved in order to get sewer grants. Without City sewer the Merciers may have to build their own personal sewer system. Council Member Mike Panter stated he did not want Merciers to have to do that.

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Council Member Robbie Cornelius stated that she had met with Rick Skelton before a Council meeting to discuss this annexation and that she was aware that former Council Member Ken Gaddis had as well. She then asked why Council Member Nathan Fitts and Council Member Rhonda Haight did not table the annexation topic back in February instead of passing it and now wanting to rescind it. Council Member Nathan Fitts replied because he had listened to Mayor Donna Whitener who he now knows lies.

8) Toccoa Lumber/Mike Galinski—Annexation:

Mike Galinski owner of Toccoa Lumber discussed wanting to annex his property because being inside the City Limits offers a developer more flexibility with their property. Mayor Donna Whitener discussed that the City of Morganton was in favor of the City annexation the road right-of-way. Council Member Nathan Fitts then stated he wanted a letter from Morganton's Mayor.

9) Danny Mellman—Annexation:

Danny Mellman stated that he was at the end of the annexation area and was not part of any of the earlier meetings about annexation but that he did want to annex his property if possible. We explained that he would like to server liquor at his existing restaurants and open a resort type property across from Toccoa Lumber.

10) Monthly Downtown Development Authority and Blue Ridge Business Association Update:

Cesar Martinez discussed that the BRBA 4th of July parade has been canceled but that the association is contemplating having a Labor Day parade. He continued to state that the DDA has not met in a couple of months but that they have actively been getting COVID-19 information to the businesses. He closed by stating that the DDA has been in effect for 1 year and has yet to receive any funding from the City.

Council Member Nathan Fitts agreed that the DDA needs funding but asked Cesar to give the Council a list of where the money will be spent. Council Member Mike Panter stated that the DDA needs a 5, 10 and 15 year plan and that both the DDA and City need to stick to the plan.

Council Member Rhonda Haight asked if they could have something by June's meeting. Mayor Donna Whitener stated that they DDA could have the parking revenues and the increase of Hotel/Motel funds if approved by the State.

City of Blue Ridge

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

11) COVID-19 Discussion:

Mayor Donna Whitener discussed COVID-19 and recommended that the Council vote to end the COVID-19 policy and to leave scheduling to the discretion of the department heads. Council Member Mike Panter made a motion to end the COVID-19 policy and leave scheduling to the discretion of the department heads. Council Member Robbie Cornelius seconded the motion. The Council voted 5-0. Motion carried.

12) Department Head Updates (Alicia, Becky, Barbie and Jeff):

Office Manager, Barbie Gerald reported that City Hall's drive thru opened the previous day and that since being closed as of March 30th, the employees have been available to answer phone, process payments and other paperwork and to perform their job duties. She stated that she was attempting to get Plexiglas for the employees desks before opening back up to the public. Council Member Rhonda Haight suggested that City Clerk Kelsey Ledford and Zoning, Land Development and Project Manager Jeff Stewart return full-time and that City Clerk Kelsey Ledford could continue to work from home. She also commented that police activity is down because less people are out and about, and she discussed the current Court operations.

Utility Director, Rebecca Harkins discussed lost revenue and asked to continue lay offs in order to save on payroll which will help make up some of the lost revenue. She also reported that the Wastewater Treatment Plant is at 40% capacity but that the infrastructure is old. She mentioned a GEFA loan to be brought before the Council in the future for \$5,000,000.00.

Zoning, Land Development and Project Manager Jeff Stewart stated that he was working everyday from 8:00 a.m. until 1:00 p.m.. He reported that there were only 27 outstanding permits and 3 large projects currently.

Finance Director, Alicia Stewart stated that the Mayor and Council had received the budget to actual reports as of April. She reported that LOST is projected to have a \$190,000.00 shortfall and the beverage tax, liquor tax and general fund are projected to have a \$375,000.00 shortfall. She explained in order to offset the loss in revenue the City could use the cash reserve or the contingencies budgeted. She also discussed tax collections, delayed capital outlay and unemployment savings offsetting some of the shortfall. She projected a total shortfall of \$873,000.00. She closed by discussing that hand sanitizer, masks, laptops, legal and hazard pay currently totaled \$26,000.00 and that she hoped it would all be reimbursed with FEMA due to COVID related expenses. She stated a budget amendment would be proposed soon.

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13) Opening City Properties (areas) and Employee Schedules:

Council Member Rhonda Haight asked for a plan on opening City owned property such as the children's playground downtown. Council Member Rhonda Haight made a motion that the Mayor or Zoning, Land Development and Project Manager Jeff Stewart is to notify the Council when an area is either opened or closed. Council Member Nathan Fitts seconded the motion. The Council voted 5-0. Motion carried.

14) Termination of Contract on Church Property:

Council Member Nathan Fitts made a motion to rescind the contract between the City and Highland Baptist Tabernacle for the property sale. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

15) 4th Street Abandonment:

Zoning, Land Development and Project Manager Jeff Stewart gave a summary of the proposed 4th Street Abandonment. Council Member Nathan Fitts made a motion to approve and proceed with the abandonment. Council Member Rhonda Haight seconded the motion. The Council voted 5-0. Motion carried. The paperwork for the abandonment is attached.

16) Zoning Board of Appeals Appointment to Replace Mike Panter:

Council Member Mike Panter made a motion to replace himself on the Zoning Board of Appeals with Mike Hughes. Council Member Nathan Fitts seconded the motion. The Council voted 5-0. Motion carried.

17) City Pool:

Council Member Nathan Fitts made a motion to close the pool for the 2020 season. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

18) City Logo:

After some discussion over the different City logos, Council Member Mike Panter made a motion to approve the logo with the State of Georgia pictured and Blue Ridge being marked with a star. Council Member Rhonda Haight seconded the motion. The Council voted 5-0. Motion carried.

19) City Attorney Attendance at Council Meetings:

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Council Member Nathan Fitts made a motion that City Attorney James Balli does not have to be physically present at every meeting, but that he should be available by phone or in person as needed if scheduled in advance. Council Member Rhonda Haight seconded the motion. The Council voted 4-1 with Council Member Robbie Cornelius opposed.

20) Workshop Meetings:

Council Member Rhonda Haight made a motion to hold workshop meetings on the first Tuesday of each month at 4:00 p.m. Council Member Nathan Fitts seconded the motion. The Council voted 5-0. Motion carried.

21) Charter Workshop Meeting:

Council Member Rhonda Haight made a motion for City Clerk Kelsey Ledford to schedule a workshop meeting in order to discuss the charter between June 1 and the end of July. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried. Mayor Donna Whitener suggested that the Carl Vincent Institute be involved.

22) Rescind Charter Amendment:

Council Member Nathan Fitts made a motion to rescind the charter amendment previously approved this year. Council Member Mike Panter seconded the motion. The Council voted 4-1 with Council Member Robbie Cornelius opposed.

23) Rescind Annexation Amendment:

Council Member Nathan Fitts made a motion to rescind the annexation previously approved this year. Council Member Mike Panter seconded the motion. Council Member Rhonda Haight then stated that the City did not want to put the State Representatives in a hard position if the Council and residents are opposed. Council Member Nathan Fitts made a motion after receiving feedback from City Attorney James Balli to rescind previous motion and for City Attorney James Balli to notify the General Assembly that the City wishes for them to table the annexation until further discussions can be made with the City. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

24) Council Designation of Departments:

Council Member Nathan Fitts made a motion to appoint the following elected officials over the department listed below:

Council Member Rhonda Haight – Street Department

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Council Member Robbie Cornelius – City Hall

Council Member Harold Herndon and Council Member Nathan Fitts – Police Department

Council Member Nathan Fitts – Utility Department

Council Member Mike Panter – Parks Department

Council Member Rhonda Haight seconded the motion. The Council voted 4-1 with Council Member Robbie Cornelius opposed. Motion carried.

25) Email Policy:

Council Member Nathan Fitts made a motion that any email sent to one elected official should have all other elected officials cc'd. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

26) Noise Ordinance Complaint:

Council Member Rhonda Haight discussed designating an area for entertainers and requiring them to obtain a permit from the City. The Council wants City Attorney James Balli to write up an ordinance for this and City Attorney James Balli gave a summary of Municode and being able to do so with the update. Council Member Rhonda Haight made a motion to designate the area across from the Depot for entertainers and that they be required to first obtain a permit from the City. Council Member Nathan Fitts seconded the motion. The Council voted 5-0. Motion carried.

27) Parking Space at End of East Main:

Council Member Rhonda Haight made a motion to block off the parking spaces at the end of East Main Street. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

28) Sewer/Water Engineering Costs for New Projects:

The Council discussed that any new development engineering costs need to be paid for by the developer and not the City taxpayers. Utility Director Rebecca Harkins confirmed that the developers pay an engineer review fee that is required in the development standards.

Purchasing Approvals:

29) Keck & Wood Invoice No. 1337628:

Council Member Nathan Fitts made a motion to approve Keck & Wood Invoice No. 1337628 (attached). Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

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30) Carter & Sloope Invoice No. 24224:

Council Member Nathan Fitts made a motion to approve Carter & Sloope Invoice No. 24224 (attached). Council Member Rhonda Haight seconded the motion. The Council voted 5-0. Motion carried.

31) Carter & Sloope Invoice No. 24225:

Council Member Mike Panter made a motion to approve Carter & Sloope Invoice No. 24225 (attached). Council Member Nathan Fitts seconded the motion. The Council voted 5-0. Motion carried

32) Depot Street Widening:

Council Member Nathan Fitts made a motion to approve the quote from TRC, but if they could not complete the job within 30 days then the City would use Johnson instead. Council Member Rhonda Haight seconded the motion. The Council voted 5-0. Motion carried The quotes are attached.

33) Bradley Street:

Council Member Rhonda Haight made a motion to approve the quote from Johnson Paving (attached). Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

34) Industrial Street:

Council Member Mike Panter made a motion to approve the invoice from Johnson Paving (attached). Council Member Rhonda Haight seconded the motion. The Council voted 5-0. Motion carried.

35) City Parking Lot:

Council Member Rhonda Haight made a motion to table the topic. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

36) MR Systems Service Agreement Renewal:

Council Member Rhonda Haight made a motion to approve the MR Systems Service Agreement (attached). Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

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37) Stop Bars on West Main Street:

Council Member Mike Panter made a motion to approve the stop bars on West Main Street. Council Member Nathan Fitts seconded the motion. The Council voted 5-0. Motion carried. The quotes are attached.

Discussion Agenda Items (Items for discussion only):

38) Discussion of Road Repairs Going Forward:

Council Member Nathan Fitts discussed the need to get a road list together.

39) Detention Pond for Downtown Area at City Shop:

Council Member Rhonda Haight instructed Zoning, Land Development and Project Manager Jeff Stewart to research whether or not the City needs a detention pond and if so if it can be placed at the City shop.

40) Revenue Shortfall and Delinquent Taxes:

Council Member Mike Panter discussed taxes and proposed sending a delinquent tax notice around June 1st and giving the taxpayers 90 days to pay; if the bill is not paid within 90 days, then the City will publish all delinquencies in the paper; if still not paid within 30 days the City will proceed with a tax sale.

41) Executive Session (if needed)—Personnel & Litigation:

Council Member Rhonda Haight made a motion to close the meeting for an executive session. Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

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

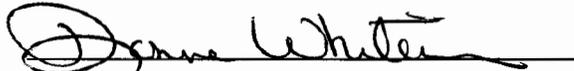
Council Member Rhonda Haight made a motion to take Eric Fears off of his probationary period and to give him a \$1.00 per hour raise beginning next pay period. Council Member Mike Panter seconded the motion. The Council voted 4-0. Motion carried.

City of Blue Ridge

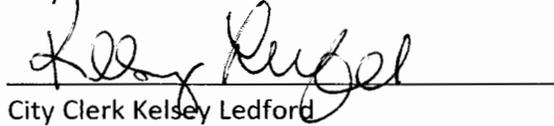
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42) Adjournment:

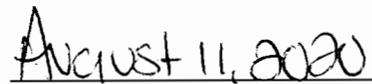
Council Member Rhonda Haight made a motion to adjourn the meeting. Council Member Mike Panter seconded the motion. The Council voted 4-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved

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

PASSED: May 19, 2020

RESOLUTION NO. BR 2020-12

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 KENDALL SANBORN'S APPLICATION THAT THE CITY ABANDON A CERTAIN PARCEL OF REAL PROPERTY KNOWN AS A PORTION OF W. 4TH 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, Kendall Sanborn and/or Kendall Chris Construction Corp. ("Applicant") filed an application for abandonment of an unused portion of W. 4th Street within the City of Blue Ridge, Georgia ("City") and proper notice appearing having been 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 W. 4th 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 W. 4th Street, be, and the same is hereby adopted. Upon this Resolution becoming effective, the Mayor is authorized to execute the attached quit-claim deed or deeds in a form acceptable to the City Attorney.

SECTION 2.
EFFECTIVE DATE

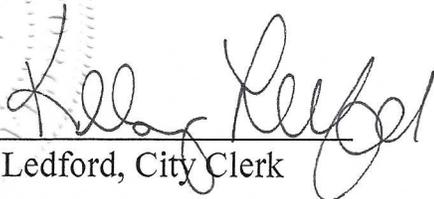
The effective date of this Resolution shall be immediately upon its passage by the City Council.

SO RESOLVED, this 19 day of May, 2020.

BLUE RIDGE CITY COUNCIL

By: 
Mayor

Attest:


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 W. 4th Street, and lying and being upon and adjacent to property owned by Kendall Chris Construction Corp., being more particularly shown, upon the recorded plat in Plat Book F172, Page 4, in the office of the Fannin County Superior Court Clerk, which is attached hereto and 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, Kendall Chris Construction Corp. 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 W. 4th 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;

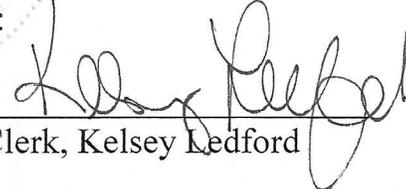
NOW, THEREFORE, it is hereby declared that:

Said street and public way designated as a portion of W. 4th 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 19 day of May, 2020.



Mayor

Attest:


City Clerk, Kelsey Ledford

After recording, please return to:
Laura J. Ray
506 West Main Street
P. O. Box 2710
Blue Ridge, Georgia 30513

Deed prep only. No title exam.

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE, made this ^{May} 19 day of ~~March~~, 2020, between the **City of Blue Ridge** party of the first part (hereinafter called "Grantor") and **Kendall Chris Construction Corp** (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 298, of the 8th District and 2nd Section of Fannin County, Georgia and being more particularly described as **Tract A**, containing 0.38 acre, as shown on a plat of survey by Lane S. Bishop, G.R.L.S. No. 1575, recorded in Plat Hanger F172, Page 4, of the Fannin County, Georgia records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

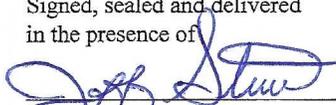
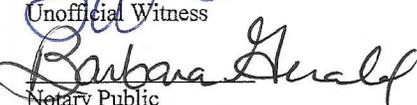
This conveyance is subject to all zoning, ordinances, easements, covenants, conditions, restrictions, reservations of rights of way of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

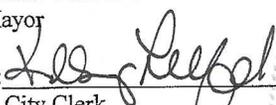
TO HAVE AND TO HOLD the said Property unto the said Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the said Property or its appurtenances.

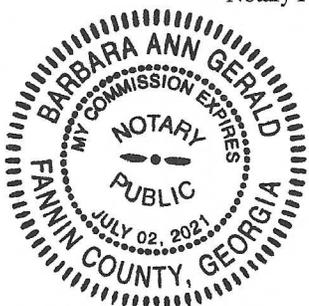
IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of


Unofficial Witness

Notary Public

CITY OF BLUE RIDGE

 (SEAL)
By: Donna Whitener
Mayor
Attest:  (SEAL)
City Clerk



After recording, please return to:
Laura J. Ray
506 West Main Street
P. O. Box 2710
Blue Ridge, Georgia 30513

Deed prep only. No title exam.

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE, made this ^{May}19 day of ~~February~~, 2020, between party the **City of Blue Ridge** of the first part (hereinafter called "Grantor") and **Robin L. Workman and Jennifer Rodgers** (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 298, of the 8th District and 2nd Section of Fannin County, Georgia and being more particularly described as **Tract E**, containing 0.13 acre, as shown on a plat of survey by Lane S. Bishop, G.R.L.S. No. 1575, recorded in Plat Hanger F172, Page 4, of the Fannin County, Georgia records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

This conveyance is subject to all zoning, ordinances, easements, covenants, conditions, restrictions, reservations of rights of way of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of

Unofficial Witness

Notary Public

City of Blue Ridge

(SEAL)

By: Donna Whitener
Mayor

Attest: City Clerk



After recording, please return to:
Laura J. Ray
506 West Main Street
P. O. Box 2710
Blue Ridge, Georgia 30513
File #19-G-176
Deed prep only. No title exam.

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE, made this ^{May}19 day of ~~February~~, 2020, between party of the first part **City of Blue Ridge** (hereinafter called "Grantor") and **Cindy Sutton and Micheal K. Sutton** (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

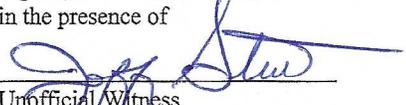
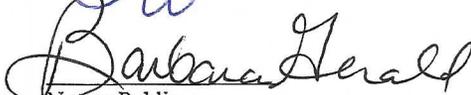
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 298, of the 8th District and 2nd Section of Fannin County, Georgia and being more particularly described as **Tract D**, containing 0.07 acre as shown on a plat of survey by Lane S. Bishop, G.R.L.S. No. 1575, recorded in Plat Hanger F172, Page 4, of the Fannin County, Georgia records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

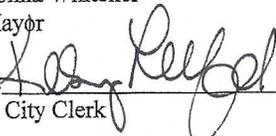
This conveyance is subject to all zoning, ordinances, easements, covenants, conditions, restrictions, reservations of rights of way of record, if any.

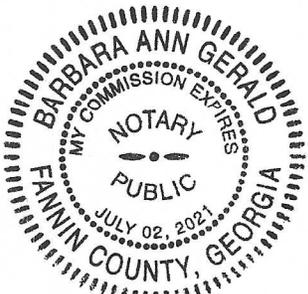
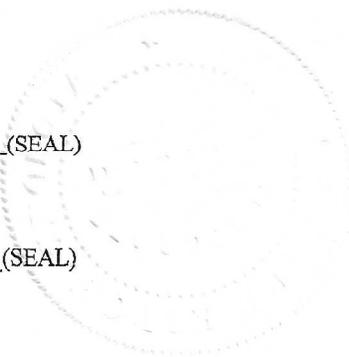
TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of

Unofficial Witness

Notary Public

City of Blue Ridge
 (SEAL)
By: Donna Whitener
Mayor
Attest:  (SEAL)
City Clerk



After recording, please return to:
Laura J. Ray
506 West Main Street
P. O. Box 2710
Blue Ridge, Georgia 30513

Deed prep only. No title exam.

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE, made this ^{May} 19 day of ~~February~~, 2020, between the **City of Blue Ridge** party of the first part (hereinafter called "Grantor") and **Jeffrey M. Depaola** (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 298, of the 8th District and 2nd Section of Fannin County, Georgia and being more particularly described as **Tract C**, containing 0.06 acres, as shown on a plat of survey by Lane S. Bishop, G.R.L.S. No. 1575, recorded in Plat Hanger F172, Page 4, of the Fannin County, Georgia records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

This conveyance is subject to all zoning, ordinances, easements, covenants, conditions, restrictions, reservations of rights of way of record, if any.

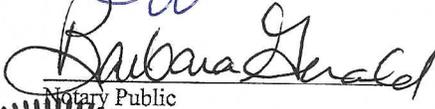
TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of

Unofficial Witness

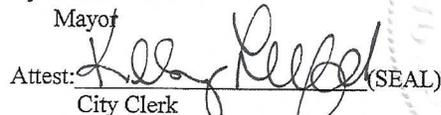

Notary Public

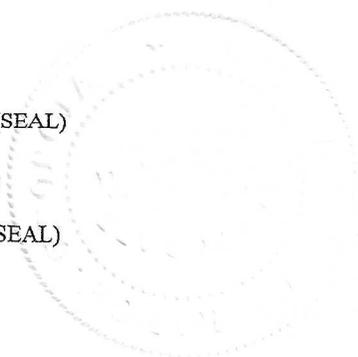


City of Blue Ridge

 (SEAL)

By: Donna Whitner
Mayor

Attest:  (SEAL)
City Clerk



After recording, please return to:
Laura J. Ray
506 West Main Street
P. O. Box 2710
Blue Ridge, Georgia 30513

****Deed prep only. No title exam.****

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE, made this 19 day of ~~February~~ ^{May}, 2020, between the **City of Blue Ridge** party of the first part (hereinafter called "Grantor") and **Roy Conner and Gail Conner** (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 298, of the 8th District and 2nd Section of Fannin County, Georgia and being more particularly described as **Tract B**, containing 0.10 acre, as shown on a plat of survey by Lane S. Bishop, G.R.L.S. No. 1575, recorded in Plat Hanger F172, Page 4, of the Fannin County, Georgia records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

This conveyance is subject to all zoning, ordinances, easements, covenants, conditions, restrictions, reservations of rights of way of record, if any.

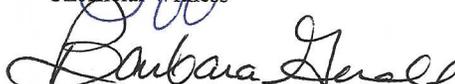
TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

Signed, sealed and delivered
in the presence of

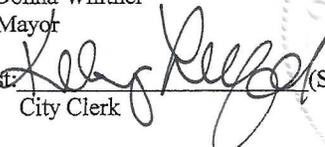

Unofficial Witness


Notary Public

City of Blue Ridge


By: Donna Whitner
Mayor

(SEAL)

Attest: 
City Clerk

(SEAL)



After recording, please return to:
Laura J. Ray
506 West Main Street
P. O. Box 2710
Blue Ridge, Georgia 30513

****Deed prep only. No title exam.****

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF FANNIN

THIS INDENTURE, made this 29 day of JUNE, 2020, between the **City of Blue Ridge** party of the first part (hereinafter called "Grantor") and **William S. Cottingham and Judith E. Cottingham** (hereinafter called "Grantee"). (The words "Grantor" and "Grantee" shall include their respective heirs, successors and assigns, where the context requires or permits, and shall include the singular and plural, and the masculine, feminine, and neuter, as the context requires.)

WITNESSETH that Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, has bargained, sold, and does by these presents, bargain, sell, remise, release, and forever quitclaim to Grantee all the right, title, interest, claim, or demand which the Grantor has or may have in and to the following described Property, to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 298, of the 8th District and 2nd Section of Fannin County, Georgia and being more particularly described as **Tract C**, containing 0.06 acres, as shown on a plat of survey by Lane S. Bishop, G.R.L.S. No. 1575, recorded in Plat Hanger F172, Page 4, of the Fannin County, Georgia records, which plat by reference thereto shall be fully incorporated herein and made a part hereof.

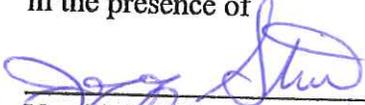
This conveyance is subject to all zoning, ordinances, easements, covenants, conditions, restrictions, reservations of rights of way of record, if any.

TOGETHER WITH all the rights, members, and appurtenances to the said described Property in anywise appertaining or belonging.

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

IN WITNESS WHEREOF the said Grantor has signed and sealed this Deed the day and year above written.

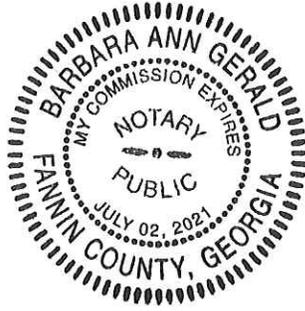
Signed, sealed and delivered
in the presence of



Unofficial Witness



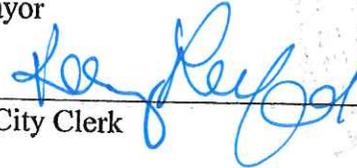
Notary Public



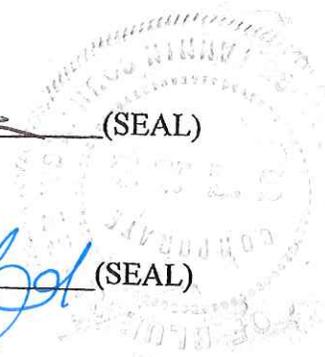
City of Blue Ridge



By: Donna Whitner (SEAL)
Mayor

Attest: 

City Clerk (SEAL)





3090 Premiere Parkway, Suite 200
Duluth, Georgia 30097
(678) 417-4000 · FAX (678) 417-4055

March 15, 2020

Alicia Stewart, CPA
City of Blue Ridge
480 W. 1st Street
Blue Ridge, GA 30513

Re: Progress Report #39
Blue Ridge TE Project – PI 0010677
Our Reference No. 160142.00

Dear Ms. Stewart:

Project tasks completed from February 2, 2020 to February 29, 2020 are as follows:

- Project management
- Project site visit to measure quantities for pay application #3
- Prepared field order #1 for construction of additional concrete driveway
- Coordination with GDOT regarding contractor's submittals and construction schedule.
- Execution of Change Order #3 for change in proposed fence material.
- Preparation of the contractor's pay application #3 and GDOT reimbursement package #3

The enclosed invoice is for the period February 2, 2020 to February 29, 2020. If you need additional information please call me.

Very truly yours,
KECK & WOOD, INC.

Casey E. Guyton, P.E.
Project Engineer

Enclosure

I:\Blue Ridge\160142 - Blue Ridge TE\02 Correspondence\05 Progress Reports\2019\160142PR39.doc



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

Alicia Stewart, CPA
 Finance Director
 City of Blue Ridge
 480 W. 1st Street
 Blue Ridge, GA 30513

March 15, 2020
 Project No: 160142.00
 Invoice No: 1337628

Project 160142.00 Blue Ridge TE Project - PI 0010677
Professional Services from February 2, 2020 to February 29, 2020

Phase	000010	Studies & Reports		
Fee				
Total Fee		97,896.00		
Percent Complete	100.00	Total Earned	97,896.00	
		Previous Fee Billing	97,896.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
			Total this Phase	0.00

Phase	000045	Construction Contract Administration		
Professional Personnel				
		Hours	Rate	Amount
Staff Engineer III		19.75	145.00	2,863.75
Staff Engineer II		19.00	130.00	2,470.00
Totals		38.75		5,333.75
Total Labor				5,333.75
			Total this Phase	\$5,333.75
			Total this Invoice	\$5,333.75

Invoice



Carter & Sloop
CONSULTING ENGINEERS

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

March 6, 2020
C&S Project No: B7970.018
Invoice No: 24224

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

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include continued monitoring of metals (copper and mercury) and temperature based on EPD requirements and discussions with City staff about options for addressing temperature limits.

Engineering Services from January 1, 2020 to March 1, 2020

Task 001 Preliminary

Professional Personnel

	Hours	Rate	Amount	
Principal III	2.00	225.00	450.00	
Project Engineer I	4.25	100.00	425.00	
Totals	6.25		875.00	
Total Labor				875.00
				Total this Task \$875.00

Task 999 Reimbursable Expenses

Consultants

Pace Analytical Services, LLC			4,456.26	
Total Consultants			4,456.26	4,456.26
				Total this Task \$4,456.26
				Total this Invoice \$5,331.26

Please contact me if you have any questions or comments.

Sincerely,

Matt Smith, P.E.

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

Invoice



Carter & Sloope
CONSULTING ENGINEERS

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

March 6, 2020
C&S Project No: B7970.041
Invoice No: 24225

C&S Project B7970.041 2020 WPCP NPDES Permit Renewal

We respectfully submit our invoice for engineering services rendered to date on the above subject project. These services include assisting the Water & Sewer Department staff with preparing the application for the WPCP NPDES permit renewal, including priority pollutant scan testing by Pace Analytical.

Engineering Services from January 1, 2020 to March 1, 2020

Professional Personnel

	Hours	Rate	Amount	
Principal III	2.75	225.00	618.75	
Project Engineer I	8.75	100.00	875.00	
Administrative Support Staff I	11.50	55.00	632.50	
Totals	23.00		2,126.25	
Total Labor				2,126.25

Consultants

Pace Analytical Services, LLC			3,006.11	
Total Consultants			3,006.11	3,006.11

Total this Invoice \$5,132.36

Please contact me if you have any questions or comments.

Sincerely,

Matt Smith, P.E.

cc: C&S Office - Canton
Kelsey Ledford, City Clerk

TRC Hauling & Paving, Inc. NEW

PO Box 2104
Blue Ridge, GA 30513

Estimate

Date	Estimate #
1/31/2020	176

Name / Address
City of Blue Ridge Rebecca Harkins 480 West First St Riverwood Subdivision Blue Ridge, Ga 30513

			Project
Description	Qty	Rate	Total
Depot Street - From college street up right side. widen 4-6' tap property line before gate. remove grass and dirt. add gravel base. compact pave 2" compacted asphalt From college street up to concrete driveway. widen 2'. remove grass & dirt. add gravel base. compact. pave 2" compacted asphalt - Patch area below college streets 2" compacted asphalt	1	5,570.00	5,570.00
Resurface from lower end of College Street to property line - clean. tac. pave 2" compacted asphalt	1	8,609.00	8,609.00
		Total	\$14,179.00



QUOTE

QUOTE NO
6281

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
2/14/2020	City of Blue Ridge--2020--	1/16/2020

DESCRIPTION	UNIT PRICE	EXTENDED
Widening and overlay of Depot Street from just below intersection with College Street to just before private gate at top of hill	0.00	0.00
Grading/excavation to build up shoulder/shift ditch line as needed for widening	2,000.00	2,000.00
Installation and Compaction of Base Material (build up shoulder for widening)	800.00	800.00
Installation and Compaction of 4" Asphalt (143 square yards, widen road by total of 6' prior to overlay, includes filling trench cuts as discussed)	48.95	6,999.85
Installation and Compaction of 1.5" F-Mix Asphalt (ovellay existing and widened areas, 547 square yards, includes tack coat)	12.71	6,952.37

TOTAL QUOTED PRICE: 16,752.22

* means item is non-taxable



QUOTE

QUOTE NO
6281

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
2/14/2020	City of Blue Ridge--2020--	1/16/2020

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



QUOTE

QUOTE NO
6463

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
6/6/2020	City of Blue Ridge--2020--	5/8/2020

DESCRIPTION	UNIT PRICE	EXTENDED
Overlay Bradley Street, includes cleaning, leveling, tack coat and trench pathcing prior to overlay	0.00	0.00
Installation and Compaction of F-Mix Asphalt (1,042 square yards)	14.75	15,369.50

TOTAL QUOTED PRICE: 15,369.50

* means item is non-taxable



QUOTE

QUOTE NO
6463

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
6/6/2020	City of Blue Ridge--2020--	5/8/2020

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



Colwell Construction Company, Inc
 PO Box 850, Blairsville, GA 30514
 Office: 706.745.6239
 Fax: 706.745.9582

Established since 1950

JOB WORK ESTIMATE

DATE: May 11, 2020
 PROJECT: Bradley Street Resurfacing
 QUOTE NO. 1
 CUSTOMER: City of Blue Ridge
 ADDRESS: 480 W. First Street
 CITY, STATE/ZIP CODE: Blue Ridge, GA 30513
 PHONE: 706.632.2091
 EMAIL: jstewart@cityofblueridgega.gov

ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	EXTENDED PRICING
110	TONS	9.5mm surface course asphalt	\$145.00	\$15,950.00
			TOTAL ESTIMATE:	\$15,950.00

TERMS: DUE UPON COMPLETION

ALL PRICES EFFECTIVE: 05/11/20 TO 06/10/20
 ESTIMATE BEING CANCELED.

This is a unit price work estimate. The price can change if quantities increase or decrease.

CUSTOMER

BY SIGNING & MAILING OR FAXING BACK, THIS BECOMES A WORK ORDER. THE CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

COLWELL REPRESENTATIVE



QUOTE NO
6474

QUOTE

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

VALID THRU	JOB SITE	DATE
6/13/2020	City of Blue Ridge--2020--	5/15/2020

DESCRIPTION	UNIT PRICE	EXTENDED
Overlay Section of Industrial Blvd, adjacent to Mineral Springs Walking Trail	5,500.00	5,500.00

TOTAL QUOTED PRICE: **5,500.00**

* means item is non-taxable



QUOTE

QUOTE NO
6474

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
6/13/2020	City of Blue Ridge--2020--	5/15/2020

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



July 13, 2020

BRONZE LEVEL

SERVICE AND PREVENTIVE MAINTENANCE AGREEMENT

In accordance with the provisions of this Agreement, preventive maintenance and repair services for instrumentation and controls, telemetry equipment and SCADA software and hardware will be provided by **MR Systems, Inc.** for the **City of Blue Ridge**, located in Georgia, hereinafter referred to as the **Customer**. This document and its attachments constitute the entire Agreement; no representations are made other than those contained herein.

Under this agreement, MR Systems, Inc. is available to perform instrumentation and control system maintenance and repair services for all facilities and sites owned or maintained by the Customer.

A. Billable Scheduled Instrumentation and Control System Services

MR Systems, Inc. will furnish a Field Service Representative for two (2) service visits per year, one visit each six months to repair and keep in good working order the instrumentation and control systems owned by the Customer. Each trip will provide a minimum of two (2), eight (8) hour days of service time and will be charged to the Customer at the agreed upon rates below. The actual number of days and frequency of trips will be determined by the customer.

During each visit the Field Service Representative will perform repairs, calibrations, and preventive maintenance services as directed by the Customer's designated personnel. At the request of the Customer, additional service or repair time may be provided, and service trips may be canceled or shortened.

Training of customer personnel is offered in this agreement at a discounted rate. Some classes are two days in duration and some classes are three days in duration. Training classes are held regularly in MR Systems' Norcross, Georgia office. Hotel and meal expenses are provided by MR Systems. Travel to and from Norcross, Georgia is the Customer's responsibility.

B. Unscheduled Service

Upon request by the Customer's designated personnel, MR Systems, Inc. will provide a Field Service Representative, Software Engineer, or both if required, to perform repairs to damaged or faulty instrumentation, controls, and/or telemetry system equipment. MR Systems, Inc. will be "on call" 24 hours per day, 7 days per week, to receive calls for service from the Customer. MR Systems, Inc. will respond to your calls for service within four (4) hours of receipt of your call.

Field service or software labor will be provided to assist you in correcting the following types of problems:

1. Perform repairs to failed or damaged instrumentation and control system hardware, telemetry equipment, and other equipment and devices as directed by the Customer's designated personnel.



2. Provide assistance to the Customer in making additions or modifications to the SCADA system and instrumentation and control system. This would include making applications software modifications as well as performing hardware (PLC, RTU, etc.) additions.
3. Provide periodic calibrations of process measurement equipment such as tank level transmitters, pressure transmitters, flow meters, DO analyzers, pH analyzers, etc. as directed by the Customer.
4. Provide assistance to the Customer with recovery of the system after SCADA system failures due to computer system hardware failures, software failures, RTU or PLC component failures, lightning, vandalism, floods, etc.
5. Provide labor and technical expertise to assist the Customer with the installation of new PLC equipment, process transmitters, radio equipment, or modifications to existing site instrumentation or other equipment.
6. Provide supplemental training for plant personnel on the HMI software product, PLC programming, instrumentation repairs or calibrations or other training relating to the overall SCADA and instrumentation system.

C. Emergency Service

Upon notification by the Customer that emergency service or emergency repairs are required, MR Systems, Inc. will respond via phone within four (4) hours of receipt of your call.

D. Repair Parts and Instrument Repairs

When replacements of components or equipment are required, MR Systems, Inc. would utilize spare parts from the Customer's parts inventory whenever possible. Service Reports, as described below, will include details of any spare parts used during service visits. This will allow you to replace your inventory as necessary.

Components or parts not in inventory would be obtained by MR Systems, Inc. Procurement of such parts would occur solely at the direction of the Customer. For those parts obtained by MR Systems, Inc., we will invoice the Customer for the cost of such parts, plus a margin of 20%, plus shipping.

Repairs of circuit boards, instruments, or other electronic equipment will also be performed by MR Systems, Inc. as directed by the Customer.

E. Service Reports

Following each service call, a detailed Service Report will be supplied to the Customer. This report will document any repairs performed, possible reason(s) for the problem(s), suggestions as to how future problems could be avoided, and an itemization of all labor and materials utilized to repair the problem.



F. Contact Personnel

The Customer’s official contacts (i.e. individuals authorized to obligate Customer for service charges) are:

Contact Name	Phone Number	E-mail Address

During normal business hours (8:00 A.M. to 5:00 P.M.), afterhours, holidays, and weekends calls for service should be made to MR Systems’ Atlanta office, which is monitored 24 hours per day, at (678) 325-2800. Calls can also be directed to the MR Systems’ personnel on the attached contact list.

G. Terms, Cancellation, Billings

The terms of this agreement may be renegotiated, modified, or canceled as agreed to by both parties.

This Service and Maintenance Agreement will begin upon receipt of a purchase order and will continue for a period of one (1) year. Either party may terminate this contract by giving written notice at least 30 days prior to the anniversary date of this agreement. It is further agreed that the contract price may be adjusted annually based on changes in our prevailing cost of labor as compared to such costs at the beginning of this agreement.

The hourly rates and monthly maintenance fees for this Service and Preventive Maintenance Agreement have been calculated based on the current prevailing labor rates. The rates are provided based on costs at the time of contract execution and will be subject to a 3% price escalation at each contract renewal during the term of this agreement.

Notice of an adjustment shall be given 60 days prior to contract expiration date. Unless canceled by one party or the other, this contract will automatically renew itself on a yearly basis.

Detailed service reports with itemized labor and materials reports shall be submitted with each billing. Applicable sales and use taxes will be added to the cost of billings for repair parts or materials supplied by MR Systems, Inc.



H. Charges

Under this Service and Maintenance Agreement, scheduled and unscheduled service calls and support will be billed as follows:

Expense	Normal Business Hours	After Hours, Weekends, Holidays
Project Management & Engineering Labor	\$147 per hour	1.5 times the Normal Rate
Electrical Design Labor	\$116 per hour	1.5 times the Normal Rate
Drafting or 3D Graphics Design Labor	\$90 per hour	1.5 times the Normal Rate
Field Service Tech Labor	\$109 per hour – 8 hour minimum	1.5 times the Normal Rate
Software Engineer Labor	\$126 per hour – 8 hour minimum	1.5 times the Normal Rate
Travel	Current IRS Rate	
On-Site Living	\$150.00 per day	
Supplies & Equipment	Actual Expense plus 20% Margin*	
Data Doctor Services	\$126 per hour – 8 hour minimum	
Phone Support	\$126 per hour – 2 hours/month included	
Software & Hardware Training	\$575 per person per day**	

* Margin is defined as gross profit on sales price.

** = Includes hotel and meal expenses. Travel expenses to and from Norcross, GA are not included. If the Customer sends three or more individuals to one class, there is a 15% discount.

I. Monthly Maintenance Fee

MR Systems, Inc. will bill the Customer a monthly maintenance fee of **\$126.00 per month** or **\$1,512 annually** to cover MR Systems’ costs for maintaining constant 24 hours per day, 7 days per week service support on your behalf. This fee includes 2 hours of telephone support each month to answer technical questions or provide other support services. This fee offsets the substantial reduction in labor rates between our “on-demand” service rates and the “contract” rates in effect under this agreement.



J. Liabilities

MR Systems, Inc. will indemnify the Customer against any liability for expenses associated with repair of damage to property or persons when caused by the negligence of MR Systems, Inc.

Consequential Damages - MR Systems, Inc. shall not be liable, in any event, for loss of anticipated profits, loss by reason of plant shut-down, non-operation, or increased expense of operation of other equipment, processes, or systems, or other incidental or consequential loss or damage of any nature arising from any cause whatsoever.

K. Authorizations

Accepted by City of Blue Ridge, GA:

Name: _____

Signature: _____

Title: _____

Date: _____

Accepted by MR Systems, Inc.:

Name: _____

Signature: _____

Title: _____

Date: _____

From: [Rhonda Haight](#)
To: [Kelsey Ledford](#)
Subject: Fwd: quotes for west main st signs and blockers you wanted to see
Date: Friday, May 8, 2020 1:27:23 PM
Attachments: [blueridge.pdf](#)
[ATT00001.htm](#)
[parking blockers.pdf](#)
[ATT00002.htm](#)

Sent from my iPhone

Begin forwarded message:

From: Tony Byrd <tbyrd@cityofblueridgega.gov>
Date: May 8, 2020 at 1:13:44 PM EDT
To: Rhonda Haight <rhaight@cityofblueridgega.gov>
Subject: quotes for west main st signs and blockers you wanted to see

Parking blockers will be 75 of them at 61.76 witch equals 4,632 and the signs and posts are 1,490.10 together it is 6,122.01



Providing Quality Products &
Excellent Customer Service since 1986

Date	Quote #
4/23/2020	18467

Name / Address
City of Blue Ridge 480 West First Street Blue Ridge, GA 30513

Ship To
City of Blue Ridge 134 East Main St. Blue Ridge, GA 30513

Customer Phone	Customer Fax	Customer Cell Phone	Customer E-mail
(706) 632-2091	(706) 632-3278		tbyrd@cityofblueridgega.gov

Terms	Quoted To	Quote valid thru	Rep	FOB	Project/Job Reference
Net 30	Tony	5/23/2020	KM	Origin	

Item	Description	Qty	U/M	Unit Price	Total
02-CS1830	PRODUCTION SIGN 18x30 / HIP Black White 24" Down x 30" Wide West Main Street Parking	18	ea	43.31	779.58
SP300	SQUARE SIGN POST - 10 FT X 2" 14 Gauge - GDOT Type 7 (25 per bundle)	18	ea	31.14	560.52
Freight	Freight	1		150.00	150.00

	Total	\$1,490.10
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Providing Quality Products &
Excellent Customer Service since 1986

Date	Quote #
3/31/2020	18311

Name / Address
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

Customer Phone	Customer Fax	Customer Cell Phone	Customer E-mail
(706) 632-2091	(706) 632-3278		tbyrd@cityofblueridgega.gov

Terms	Quoted To	Quote valid thru	Rep	FOB	Project/Job Reference
Net 30	Tony	4/30/2020	KM	Origin	

Item	Description	Qty	U/M	Unit Price	Total
RR-07PB6Y	PARKING BLOCK Rubber 6' Striped Yellow (does not include hardware) - 4 fasteners needed	1	ea	46.32	46.32
RR-07REBAR**	REBAR SPIKES 14" for Speed Bump and Parking Block Asphalt Installation	4	ea	3.86	15.44

				Total	\$61.76
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