

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 tradeshows 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
popperina@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: Dean W.P.
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>

