



## Blakely City Council Agenda

February 1, 2022, City Hall, 6:00 P.M.

- I. Public Hearing Zone Change Ric Hall Lane
- II. Call To Order, Roll Call, Invocation, Pledge Of Allegiance
- III. Employee of the month
- IV. Approve Minutes
  1. Minutes January 4, 2022
    - i. Work Session
    - ii. Regular Session
- V. Citizens And Delegations
- VI. Administrative Committee
  2. Will Caudill – Updates
  3. Matt Hromalik - E911 Updates
  4. Adam Askew – Water Tank @ City Hall and Fencing at Cedar Springs Lift Station
- VII. City Attorney's Report
  5. Site Access Agreement with Verizon
  6. Alcohol Ordinance
- VIII. City Clerk's Report
- IX. New Items Proposed By Mayor And City Council  
Zone Change Ric Hall Lane
- X. Public Comments
- XI. Adjournment

**NOTICE OF PUBLIC HEARINGS**

**DATE OF NOTICE: 01-12-2022**

**Public Hearing Issue:** Application has been made for *Zoning Change*.

**Property Location:** 16958 Cedar Springs Road

**Legal description:** LL 192-28<sup>th</sup> LD

**Current Zone:** R-2, Two Family and Multi-Family Residential District.

**Proposed Change:** C-Commercial District

**Current Property use:** Storage Facility

**Proposed Property Use:** Storage Facility expansion

**Public Hearing before the Blakely Planning Commission is scheduled :**

**Date:** January 24, 2022

**Time:** 6:00 P. M.

**Location:** Council Room City Hall

**Official Public Hearing before the Blakely City Council is scheduled:**

**Date:** February 1, 2022

**Time:** 6:00 P. M.

**Location:** Council Room City Hall



**CITY OF BLAKELY  
REZONING APPLICATION**

Please fill in all information and return to City Hall.

Date	1/4/2022	Application Number	ZCA-2020-002
<b>APPLICANT / OWNER INFORMATION</b>			
Applicant Name	Randy Norris		
Applicant Mailing Address	10645 SE 165th Terrace Rd.		
Applicant City, State, Zip	Ocklawaha, FL 32179		
Applicant Home Phone		Cell Phone	
Applicant Signature	DocuSigned by: Randy Norris		
Property Owner(S) Name If Different From Applicant	Jonathan Faircloth		
Property Owner Mailing Address	3685 Limousin Dr.		
Property Owner City, State, Zip	Pace, FL 32571		
Property Owner Home Phone		Cell Phone	
Property Owner(S) Signature	DocuSigned by: Jonathan Faircloth		
<p><b>Note: If property owner is different from the applicant the owner must give authorization for the applicant to act on their behalf. This authorization must be notarized.</b></p> <p><b>Applicant must provide a photo ID.</b></p> <p><b>The applicant, owner, or a representative must be present at the hearings.</b></p>			
<b>PROPERTY INFORMATION</b>			
General Location Of The Property (Street Or Road Name)	16958 Cedar Springs Rd. Blakely, GA 39823		
Legal Description Of Property (Copy Of Plat And Deed Will Be Sufficient)	LL 192-28TH LD 2.595 ACRES		
Current Zoning Classification	R-2 (C-3 on QPublic)		

Proposed Zoning Classification	C-2 or C-3	C-Commercial - (KJ)	
Current Use Of Property	Self-Storage		
Proposed Use Of Property	Self-Storage		
Reason For Request	Expansion of current Self-Storage facility on current parcel which has room for additional units.		
<b>BUILDING AND ZONING DEPARTMENT USE</b>			
Date Application Received	1-08-2022		
Fee	100.00		
Payment Type	Cash _____ Check # _____ Credit card _____		
Application Reviewed By	Kenneth Jones		
Date Of Planning Commission Public Hearing	1-24-2022	Time	6:00 P.M.
Date Of City Council Public Hearing	2-1-2022	Time	6:00 P.M.
Date Public Notice Posted	1-12-2022		
Date Sign Posted	1-14-2022		
Planning Commission Action	Approved _____ Denied _____ Tabled _____		
Signature Of Planning Commission Chairman		Date	
Blakely City Council Action			
Mayor Signature		Date	
Request To Change Zone Of Property	Approved _____ Denied _____ Tabled _____		
Effective Date			

BEFORE RECORDING, RECUMINATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

*A J Holman*  
 GRADY LODGE HOLMAN GA RLS 2033 09-02-2020  
 DATE

**SURVEY NOTES:**

- 1) HOLMAN LAND SURVEYING, INC. & THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HERETO DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN HEREON.
- 2) THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A LINEAR PRECISION OF ONE FOOT IN 11650 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS BALANCED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100000 FEET. A TOPCON ES-105 TOTAL STATION AND A CHAMPION TKO GPS WERE USED IN SURVEYING THIS PROPERTY. GPS CORRECTIONS WERE OBTAINED FROM EGPS SOLUTIONS REAL TIME NETWORK.
- 3) THERE IS NO KNOWN NATIONAL GEODETIC SURVEY MONUMENT WITHIN 500 FEET OF ANY POINT OF THE PROPERTY PLATTED, OR ANY POINT OF REFERENCE THEREON.
- 4) THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.

SPACE RESERVED FOR THE CLERK OF SUPERIOR COURT



0 100 200

SCALE 1 INCH = 100 FEET

- ⊙ 1/2" REBAR SET
- ⊙ REBAR FOUND

LINE	BEARING	DISTANCE
L1	S 04°18'00"W	40.00'
L2	S 85°42'00"E	77.06'



GA RLS NO. 2033  
 AL RLS NO. 13658

PROFESSIONAL LAND SURVEYOR  
 GRADY LODGE HOLMAN

**SURVEY FOR**  
**JONATHAN FAIRCLOTH**  
 LAND LOT NO. 192 - 28TH LAND DISTRICT  
 BLAKELY, EARLY COUNTY, GEORGIA

**HOLMAN LAND SURVEYING INC.**  
 PROFESSIONAL LAND SURVEYORS  
 P.O. BOX 790 - 15156 RIVER STREET  
 BLAKELY, GA. 39823  
 TEL. 229-723-4040 FAX. 229-723-8477



## Blakely City Council Minutes

Work Session

January 4, 2022, City Hall, 5:00 P.M.

Mayor Wimbush started the work session discussing the proposed four-day work week. He stated that there are more details that will need to be considered. He informed the Council that he had spoken with the County regarding their four-day work week schedule and though there are incentives to this implementation more discussion on how and which departments may or may not be able to implement a four-day work week. He stated he wants to put this off until further study is done. There was brief discussion between the Mayor and Council

Mayor Wimbush informed the Council that Charlie Wade was officially retiring the end of January or beginning of February. He stated that Charlie will stay part-time to train someone. The Mayor spoke on Charlie's salary and how it could be used toward the hiring of a Utility Director and a possible restructure of the Street Department to a supervisor/foremen instead of department head so that there were no changes to the budget. There was discussion between the Mayor and Council on what a Utility Director position would be responsible for and how it would work.

Mayor Wimbush spoke on the utilization of the ARPA funds for the premium pay and water and sewer work and that they could also be utilized for lost revenue due to the non-collection of the 10% penalty. There was discussion between the Mayor and Council about the revenue loss and what to do going forward. The Mayor questioned and change in the disconnect penalty so as to not reimplement the 10% penalty and asked the Council to consider any and all suggestions.

Chief Caudill spoke to the Mayor and Council on declaring some older firearms surplus. He stated that the firearms were 40 caliber pistols that were just sitting in storage from when the DOPS split. He informed the Mayor and Council that he had gotten with the Sheriff and some had been returned but that there were still some in storage. He asked for permission to declare the ones left as surplus so that some value could be gotten out of them. He stated that he wanted to present one to Terry Jordan as a retirement gift for his years of service with the Sheriff's Dept and the City Police Dept. He then stated that the balance, if declared surplus, could be sold to police officers. There was discussion between Chief Caudill, the Mayor and Council regarding what would happen to the ones that might be left if not sold and what a possible sale value would be. Chief Caudill was asked to get with the City Attorney on the correct process of disposal and selling surplus firearms.

---

Travis Wimbush, Mayor



## Blakely City Council Minutes

January 4, 2022, City Hall, 6:00 P.M.

- I. **Call To Order, Roll Call, Invocation, Pledge Of Allegiance**  
Let the record show that Mayor Travis Wimbush called the meeting to order. Mayor Travis Wimbush, Councilmember Al Hutchins, Councilmember Ray Jarrett and Councilmember Brad Clenney were all present. Councilmember Margaret Davis was present by teleconference. Also present was City Attorney Flin Coleman and City Clerk Melinda Crook. There was a moment of silence for those who have lost their lives due to COVID-19. Harvey McCoy gave the invocation. The Blakely/Early County Youth Football Team B led the Mayor, Council and public in the Pledge of Allegiance.
- II. **Swearing in of Councilmembers Al Hutchins Jr & Brad Clenney**  
Mayor Wimbush read the oath and each Councilmember repeated the oath constituting the swearing in of Councilmember Al Hutchins and Councilmember Brad Clenney for a four year term.
- III. **Recognition of 3 new Blakely police officers: Trakendra Mitchell, Darryl Gilliland, & Dana Ogden**  
Chief Will Caudill came before the Mayor and Council stating that on December 17<sup>th</sup> three cadets graduated from the Police Academy making them full Police Officers. He stated that Officer Darryl Gilliland had graduated with top academic honors. He gave a brief explanation of what the Officers must go through in order to get to graduation.
- IV. **Recognition of Blakely/Early County Youth Football League B Team Super Bowl Champions**  
The Mayor asked the coaches and B Team to come forward for a picture. He stated that a proclamation would be presented at the award banquet. After pictures were taken snacks were handed out to the cheerleaders and team.
- V. **Employee of the month**  
The Mayor stated that the employee of the month was also the employee of the year. He stated that the employee of the month was Nick Stapleton. He stated that Mr. Stapleton helps out anywhere in any department that he can.
- VI. **2021 Employee of the year**  
Mr. Stapleton was recognized as employee of the year.
- VII. **Approve Minutes**  
A motion was made by Councilmember Clenney and seconded by Councilmember Jarrett to approve the Work Session, Regular and Public Hearing Minutes. The motion carried unanimously by Councilmembers present



## Blakely City Council Minutes

VIII. Citizens And Delegations  
No one present

IX. Administrative Committee  
Will Caudill – Updates

Chief Will Caudill gave his monthly report and then gave a yearly report. Chief Caudill then spoke on two alcohol licenses that had not been previously approved for on premise consumption of distilled spirits. He stated what had been presented by The Club Gold Rush which totalled \$629.10 in income. Chief spoke on the CPA letter regarding information for CoCo's Lounge which totalled \$24,827 for the year of which \$12,240 were for bar sales and \$12,587 food sales meaning 49% bar sales and 51% food sales. He spoke on several issues like not reporting of full gross income due to not showing admission or ticket sales. There was discussion on what documentation may still need to be provided for what may constitute gross income. A motion was made by Councilmember Hutchins and seconded by Councilmember Clenney to table the renewal of the alcohol license to the next meeting to give the two businesses the opportunity to present the balance of the documentation needed. The motion carried unanimously by Councilmembers present. The Mayor asked Chief Caudill to get with the City Attorney for clarification on what documentation is needed.

Matt Hromalik - E911 Updates

Lequeisha Mincey gave the monthly report. She stated that there was a total of 4,122 calls for the month of December with a yearly total of 53,553 for the year.

Charlie Wade – Boom Mower Quotes

Street Department Head Charlie Wade informed the Mayor and Council that it was time to replace the Tiger Boom Mower. He informed the Mayor and Council that the current equipment is about 15 years old. He stated that the current equipment stays in the shop more that it works. He spoke on the areas where this equipment is used. Charlie provided two quotes on a new Tiger Boom Mower. Councilmember Hutchins questioned Charlie on which piece of equipment he preferred. Charlie Wade stated that both quotes were for the same equipment, but he would prefer to go with the quote from SunSouth in the amount of \$169,289.04 with the other quote being around \$173,000.00. He stated that both quotes were from John Deere dealers. A motion was made by Councilmember Hutchins and seconded by Councilmember Jarrett to approve the purchase of a new Tiger Boom Mower from SunSouth in the amount of \$169,289.04. Charlie informed the Mayor and Council that it could take up to seven months to receive the equipment. The Mayor stated that the purchase would be paid out of the DOT Reimbursement account. The motion carried unanimously by Councilmembers present





## Blakely City Council Minutes

### X. City Attorney's Report

#### Second Reading & Adoption of Budget Ordinance

The City Attorney Flin Coleman read the Budget Ordinance. A motion was made by Councilmember Jarrett and seconded by Councilmember Hutchins to approve the Budget Ordinance with the following amendments that the budget shall include the public safety modifications which shall include pay raises for Police, Fire and E911 for employees and a 4% pay increase for all non-public safety employees and any additional pay increases granted in this budget year shall be granted after Council approval. The Mayor then questioned if this went against the charter in regards to the pay increases with the public safety entities due to the County paying 20% of the Fire Department budget and that no one had consulted with anyone from the County since it factors into their budget as well and may go against the agreement regarding these departments. He went on to state that the pay increases are not done within the budget just a cost-of-living increase. Councilmember Jarrett stated that his motion came from the City Attorney. The Mayor again questioned the City Attorney as to whether this went against the charter. The City Attorney stated that he did not have the charter with him but that if it went against the charter then they would have to go back and amend it. The City Attorney posed the question of what the difference was between the cost-of-living and a pay raise but again without reading the charter he could not offer a legal opinion. There was more discussion between the Mayor and the City Attorney regarding whether the motion fell within the charter guidelines with the Mayor stating that he didn't feel this could move forward without clarification. Councilmember Jarrett questioned the City Attorney on if he was saying this motion could be voted on to which the City Attorney stated that he didn't see any reason as to why it could not be voted on. Councilmember Jarrett re-read the motion for Councilmember Davis and further explained about the increases. The motion carried with Councilmember Hutchins, Councilmember Jarrett and Councilmember Clenney voting "YEAH" and Councilmember Davis abstaining. The motion carried

#### Second Reading & Adoption of Change to Alcohol Ordinance

The City Attorney read the Alcohol Ordinance change. There was discussion that the Ordinance presented in the packet was not the correct Ordinance and that the Ordinance presented had been previously taken care of by passing and dispensing of the second reading.

#### Renew Chamber of Commerce Agreement

A motion was made by Councilmember Clenney and seconded by Councilmember Jarrett to approve the Chamber of Commerce Agreement. Councilmember Clenney questioned if this renewal was for the same contribution amount as presented in the budget. The motion carried unanimously by Councilmembers present



## Blakely City Council Minutes

### Renew Court Square Development Agreement

A motion was made by Councilmember Jarrett and seconded by Councilmember Clenney to approve the Court Square Development Agreement. The motion carried unanimously by Councilmembers present

### CDBG Resolutions

A motion was made by Councilmember Clenney and seconded by Councilmember Hutchins to approve all the CDBG Resolutions. The Mayor stated that these Resolutions are standard and in compliance with the CDBG standards and once the project is presented the matching amount would be brought before the Council. The motion carried unanimously by Councilmembers present

### XI. City Clerk's Report

The City Clerk gave the Mayor and Council financial reports. She gave a powerpoint presentation for the public. The Clerk then presented 2021 budget amendments and adjustments between the departments for the revenues and expenditures through November 2021. She explained that the amendments and adjustments balanced out.

A motion was made by Councilmember Jarrett and seconded by Councilmember Clenney to approve the Budget Amendments and Adjustments presented. The motion carried unanimously by Councilmembers present

### XII. New Items Proposed By Mayor And City Council

A motion was made by Councilmember Jarrett and seconded by Councilmember Clenney to make the mask mandate optional for city employees in city buildings. Councilmember Hutchins and Councilmember Davis voted against. The Mayor broke the tie with a vote of "NAY" due to the amount of cases on the rise. The Mayor then asked the Council that there be disciplinary action of those not in compliance with the mask mandate.

A motion was made by Councilmember Jarrett and seconded by Councilmember Clenney to pave the balance of the cemetery lanes that were not previously done. The Mayor stated that there were four lanes that were not paved and that this was done so that there might be some additional burial spots. The Mayor then stated that he thought the quote was \$24,000 to \$25,000 to do those four lanes. Councilmember Hutchins questioned why the City could not take care of the other three cemeteries like they do at the city cemetery. It was stated that these were private property, and the city cemetery is city property. Councilmember Hutchins stated that once the plot was sold it became the property of the owner. There was discussion about the upkeep of the property and the possibility of contracting this work out. The Mayor stated that bids could be gotten regarding the upkeep of the city cemetery. The motion carried



## Blakely City Council Minutes

with Councilmember Jarrett, Councilmember Clenney and Councilmember Davis voting “YEAH” and Councilmember Hutchins voting “NAY”

A motion was made by Councilmember Jarrett and seconded by Councilmember Clenney to declare the firearms presented by Chief Caudill surplus and dispose of them by being offered as Police Officer buy back with one to be presented to Terry Jordan. The Mayor stated that these were firearms from the separation of the Department of Public Safety and the serial numbers were presented by Chief Caudill in the work session. The motion carried unanimously by Councilmembers present

Councilmember Hutchins questioned if there was a grant or if the city could clean out and work on the ditch by Annie Wright on Jesse Johnson and E. South Blvd. Councilmember Clenney also questioned a ditch in the Southside area both regarding overflow and run out. The Mayor stated that these areas would be looked into and that if this worked involved being on private property easements would be looked into. He stated that there may be some easements already and that they could get with Charlie to look into the easements.

Councilmember Hutchins questioned the Civic Center work that had been approved. The Mayor informed Councilmember Hutchins that the plans had been forwarded to the State Fire Marshall and the city was just waiting on the approval.

A motion was made by Councilmember Hutchins and seconded by Councilmember Davis to extend the waiver of the 10% penalty for an additional three months due to the rising cases of COVID. The motion carried with Councilmember Hutchins and Councilmember Davis voting “YEAH” and Councilmember Jarrett and Councilmember Clenney voting “NAY” and the Mayor breaking the tie with a vote of “YEAH”

### Appoint Mayor Pro Tem

A motion was made by Councilmember Hutchins and seconded by Councilmember Jarrett to appoint Councilmember Clenney as Mayor Pro Tem. The motion carried unanimously by Councilmembers present

### Rezoning of Huddle House Property

Kenneth Jones reminded the Mayor and Council that this rezoning had been tabled in October due to not having a preliminary plans completed and they are completed now. He stated that there are two properties being voted on, one being two acres for the Huddle House and 10 acres undeveloped. He presented the drawing stating there was going to be a convenient store, restaurant and walking area for animals and semi parking. He also stated that there was a tentative proposed drive going out to HWY 27 Bypass. The Planning Commission voted on it as two properties with the 10 acres changing from R1 to PUD and the two acres, which is not



## Blakely City Council Minutes

enough room for the zone change to PUD but the plans are to combine the properties making it 12 acres. He stated that the Planning Commission voted to recommend to the Mayor and Council to approve both zone changes from R1 to PUD and that even though the Huddle House property is already zoned commercial be included in the PUD rezone. He informed the Mayor and Council that there are plans to purchase an additional six or seven acres included in the drawing submitted but that it is presently not included in this zone change. A motion was made by Councilmember Clenney and seconded by Councilmember Hutchins to approve the zone change to PUD on properties one and two. The motion carried unanimously by Councilmembers present

### XIII. Public Comments

Tracey Robinson came before the Mayor and Council to inform them of the issues with the 2007 Kenworth Freightliner. He stated that the City and County have already spent \$35,000 in repairs to this truck. He informed the Mayor and Council that this truck has a def system. He stated that the truck is down again for the def system and not a rebuild of the engine. He stated that Caterpillar has a wait of 45 to 60 days out to get repaired. He recommended to the Council to sell the truck and lease another to cut down on costs.

Celia Bostwick came before the Mayor and Council to thank the electric department for their assistance with the Christmas decorations on the square. She spoke on how well the City and County worked together.

Exie Smith came before the Mayor and Council to thank them for extending the 10% penalty. She also stated that it would be appreciated if the Mayor and Council looked at a refinement of the penalty ordinances to be more customer friendly for those in need at this time.

Another citizen came before the Mayor and Council regarding the second reading of the alcohol ordinance that was read at this meeting. She asked if this meant that the alcohol ordinance remains the same until the second reading is done. She then stated that the one from the previous month was regarding the 50% sale of food and changing of the operation times. There was discussion between the Mayor and the citizen. Chief Caudill spoke regarding that there was change proposed under the section of hours of operation. He stated that he wasn't sure if there was a second reading or if the second reading had been dispensed. There was further discussion on which ordinance was supposed to be brought up at this meeting and getting back with the City Attorney on the correct ordinance.

### XIV. Executive Session



## Blakely City Council Minutes

A motion was made by Councilmember Clenney and seconded by Councilmember Hutchins to enter into Executive Session for matters of personnel. The motion carried unanimously by Councilmembers present

A motion was made by Councilmember Clenney and seconded by Councilmember Jarrett to enter into Regular Session. The motion carried unanimously by Councilmembers present  
No action was a taken from Executive Session

The Mayor brought before the Council that a former employee asked that a name be given to the main street that runs through the cemetery. A motion was made by Councilmember Hutchins and seconded by Councilmember Jarrett to give the name John Wesley Dr to the main street that runs through the cemetery. The Mayor asked the City Attorney if there was any legal parameters for this. The City Attorney stated that if there was a name change there would be but since there was never a name on it that this should be okay. The motion carried unanimously by Councilmembers present

### XV. Adjournment

A motion was made by Councilmember Clenney and seconded by Councilmember Jarrett to adjourn the January 4<sup>th</sup> City Council Meeting. The motion carried unanimously by Councilmembers present

---

Travis Wimbush, Mayor

## Trudie Evans

---

**From:** Adam Askew <adam.askew@cityofblakely.org>  
**Sent:** Wednesday, January 26, 2022 12:20 PM  
**To:** Trudie Evans  
**Subject:** agenda

I need to be on the agenda to talk about the water tank behind city hall and fencing at the cedar springs lift station



Virus-free. [www.avg.com](http://www.avg.com)

Site Name: Early  
Location #: 417686

## SITE ACCESS AGREEMENT

This Site Access and Indemnity Agreement (this “**Agreement**”) is executed by **Verizon Wireless of the East LP d/b/a Verizon Wireless** (the “**Licensee**”), whose principal business address is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, and **The City of Blakely, Georgia** (the “**Owner**”) whose mailing address is 82 Court Square, Blakely, Georgia 39823.

### BACKGROUND

As part of Licensee’s investigations and consideration pertaining to the suitability of that certain real property (the “**Property**”) located in Early County, Georgia, as more fully described in Exhibit “A”, attached hereto and incorporated herein, for the placement, maintenance and use of a communications facility and appurtenant uses, the Owner has agreed to grant to Licensee and other persons, as described herein, a license, among other things, to conduct environmental inspection, testing and sampling activities on the Property.

The purpose of this Agreement is to memorialize the understandings of Licensee and Owner regarding the foregoing investigations, including without limitation, the terms and conditions of the environmental testing and sampling to be conducted by Licensee’s authorized agents, contractors, consultants and employees, and to enter a site access license to implement same.

NOW THEREFORE, in consideration of the mutual promises, covenants, undertakings, and other considerations set forth in this License, Licensee and Owner agree as follows:

1. **Ownership & Effect.** Owner hereby represents to Licensee that: (1) Owner is the owner of the Property; (2) Owner has exclusive and absolute control over the Property and has not granted to another party the right to use the Property; and (3) Owner is under no legal obligation to restrict Licensee’s access or use of the Property in a manner inconsistent with the terms of this Agreement. The Owner hereby grants a license that is limited in purpose and scope to the least amount of access which is required to undertake and fully complete the investigations contemplated herein, and this Agreement does not represent a lease or create in Licensee, any interest in the Property or any other property owned by the Owner or create a partnership, joint venture or any association or relationship between the Owner and Licensee.
2. **Access to Property and Owner’s Consent.** Owner grants to Licensee and its agents, advisors, employees, consultants, representatives, and independent contractors, including environmental contractors and consultants hired directly or indirectly by Licensee (collectively, the “**Licensee Representatives**”), the right, but not the obligation, of ingress to, egress from, and access under, above, and through, the Property for the purpose of allowing the Licensee Representatives to: (1) conduct radio tests, including the placing of radio broadcast/receive equipment on the Property for necessary periods; and (2) conduct physical, structural and geotechnical testing; and (3) conduct environmental inspections, tests, collect samples of soil, water, soil vapor, indoor air, building materials and other substances, including in regard to painted surfaces, sufficient samples of paint by removing it from the structure for laboratory analysis, and perform any other environmental assessment activities that they reasonably determine to be appropriate; and (4) establish wetland and other natural system jurisdictional delineations in cooperation with the appropriate governmental agencies; and (5) conduct boundary and other surveys deemed necessary by Licensee, in Licensee’s sole discretion. Without limiting the generality of the foregoing, the Licensee Representatives may drill into the

Site Name: Early  
Location #: 417686

soil, drill through pavement, remove reasonable amounts of soil, install and sample monitoring wells, and perform other tests, actions, procedures, and treatments to assess (A) the environmental condition of the Property and (B) past or present compliance with all environmental, health and safety laws applicable to the Property and (C) the business operations conducted on the Property and (D) the structural, electro-mechanical, radio broadcast/receive, or other attributes of the Property necessary to assess its suitability as a communications facility. The Licensee Representatives shall undertake all activities on the Property in compliance with applicable laws and shall use commercially reasonable efforts to minimize the extent and duration of any interference with Owner's business operations on the Property. As between the Owner and the Licensee, the cost of all such activities shall be the responsibility of Licensee.

3. **Advance Notice.** Before undertaking any activity on the Property, Licensee Representatives shall give Owner reasonable advance notice, either orally (by telephone or in person), or in writing, of planned activity that can reasonably be expected to require invasive activities into the Property's subsurface, including notice of the areas of the Property that are expected to be materially affected by any sampling, monitoring, installation, or similar action. Notwithstanding anything contained herein to the contrary, 48 hours advance notice given by the Licensee to the Owner shall constitute reasonable advance notice for purpose of this Agreement.

4. **Installation, Sampling, and Removal.** Owner shall cooperate with the Licensee Representatives regarding all installation, monitoring, sampling, removal, and related activities that Licensee Representatives desire to conduct on the Property. Owner shall cooperate in locating buried utilities and improvements on the Property at the request of any agent or contractor of Licensee and shall assist the Licensee Representatives in avoiding impacts to such buried or concealed features. At the Owner's specific request, Licensee Representatives shall use commercially reasonable efforts to schedule its activities to avoid times of peak business activity on the Property. Owner authorizes Licensee Representatives to obstruct temporarily, but for a reasonable period of time, access to, or use of, limited areas of the Property for the purpose of safety, operation of equipment, testing and sampling activities, and installation or removal of monitoring wells. Licensee Representatives may use any electrical or other utility outlets or connections on the Property to conduct its activities. Licensee Representatives shall split all samples with Owner upon Owner's request, so long as Owner pays for any and all additional cost incurred by the Licensee Representatives in this regard. After completing the activities contemplated by this License, Licensee shall ensure that Licensee Representatives remove their equipment and restore any part of the Property that was affected by its activities to a condition that is substantially similar to the condition of the Property at the time immediately preceding the commencement of said activities.

5. **Indemnification.** (a) Licensee shall indemnify and hold harmless Owner from damage to the Property to the extent caused by any of the Licensee Representatives as a result of the activities of Licensee Representatives on the Property. Owner shall promptly notify Licensee and the affected contractor or party in writing of any damage to the Property that has allegedly been caused by any Licensee Representatives pursuant to any activity of Licensee Representatives on the Property, and Licensee shall not have any liability or obligation to indemnify or hold harmless Owner for any damage to the Property unless Licensee receives from Owner written notice of the damage within 30 days of the alleged damage. Licensee's obligations to indemnify and hold harmless pursuant to this agreement are also conditioned upon (a) Licensee being provided with the opportunity to fully manage any indemnified matter as it deems appropriate (including any required remediation or defense of claims) with employees, agents, contractors, consultants and attorneys of Licensee's choosing and the reasonable cooperation of any indemnified party (including the signing of any properly completed forms that will allow for the continued current use of the property). Before it will be



Site Name: Early  
Location #: 417686

liable to provide any monetary payment to Owner for any indemnified damage to the Property, Licensee and the affected Licensee Representatives shall have the right to restore the part of the Property that has been damaged, using contractors and consultants selected by them. The site access granted to the Licensee and/or Licensee Representatives pursuant to this Agreement extends to any repair or restoration work required to remediate any damage to the Property that is indemnified pursuant to this Section. (b) Owner hereby agrees to indemnify and hold Licensee and the Licensee Representatives harmless from: (1) penalties, legal actions, or suits from regulatory or third party sources the basis of which are not directly related to the actions or inactions of the Licensee or Licensee Representative, and (2) any type of cost, expense or liability the basis of which are not directly related to the actions or inactions of the Licensee or Licensee Representative and (3) any other damages or injuries to Licensee Representatives persons and/or property which arise from or relate to: (i) any existing hazardous waste, pollutant or hazardous substance presence or release associated with or related to the Property, (ii) any act or omission of Owner or Owner's tenants, invitees, licensees or other Owner-authorized persons, (iii) any condition or other appurtenance of the Property which was not fully disclosed to Licensee Representatives as to its nature, location and peril, or (iv) any misrepresentation in or breach of warranty of this Agreement.

6. **Confidentiality and Test Results.** Owner understands and acknowledges that the environmental testing to be undertaken herein may create legal duties applicable solely to Owner if conditions of pollution are discovered. Licensee has advised the Licensee Representatives and its contractors to make laboratory test results, wetland and other surveys, and sample locations available to Owner upon Owner's request. However, any reports prepared by Licensee's contractors are confidential, and Licensee may, but is not obligated to provide its confidential reports, other than laboratory test reports and sample locations, to Owner. Owner acknowledges and agrees that it is the sole and lawful owner of any samples that are taken during the activities undertaken pursuant to this License, and any investigation-derived media (i.e., drill cuttings, well purge water) generated by the investigation, and that this media may require off-site disposal based upon test results. Owner agrees to execute all manifests as requested by Licensee Representatives for proper disposal. The cost of off-site disposal of media will be paid for by Licensee or the appropriate Licensee Representative, not Owner.

- (a) Owner understands and acknowledges that when it is provided test results regarding the environmental condition of the Property, that Owner may have obligations to report such conditions to the appropriate regulatory agency(s). Licensee accepts no responsibility for such reporting, as Licensee does not own, operate, control or otherwise have any interest in the Property at the time of "discovery" of any such condition.
- (b) None of the test or inspection results are warranted or guaranteed for any reason whatsoever. Owner understands and acknowledges that any investigation performed by Licensee is solely for the purpose of Licensee obtaining comfort with the condition of the property. The inspections are not intended to comply with any regulatory requirements or to uncover all contamination or conditions that may exist at the time of the inspections. Owner shall not rely upon the test and/or inspection results as being accurate or sufficient for any particular purpose.

7. **Termination.** This Agreement may be terminated at any time by mutual written agreement of the parties or otherwise, shall terminate automatically on the earlier of: (1) execution of a lease agreement for any part of the Property between Licensee and Owner, or (2) the date of December 31, 2022.

Site Name: Early  
Location #: 417686

8. **Waiver; Modification; Severability.** An extension, amendment, modification, cancellation, or termination of this Agreement will be valid and effective only if it is in writing and signed by each party to this Agreement, except as provided otherwise in this Agreement. In addition, a waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver or discharge is sought to be enforced. Whenever possible, each provision of this Agreement should be construed and interpreted so that it is valid and enforceable under applicable law. However, if a provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.
9. **Assignment; Third Party Beneficiaries.** Neither the entry of this Agreement or any action taken by Licensee hereunder shall create any third party beneficiary or third party beneficiary rights.
10. **Legal Matters.** The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Georgia and the federal laws of the United States of America.
11. **Notices.** Except for oral notices specifically authorized in this Agreement, every notice, consent, demand, request, and approval required or permitted by this Agreement will be valid only if it is in writing, delivered personally or by e-mail, telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to the intended recipient at its address set forth in the first paragraph of this Agreement, or to such other address as the intended recipient may designate by notice given to the sender in accordance with this section. A validly given notice, consent, demand, request, or approval will be effective on the earlier of its receipt, if delivered personally or by e-mail, telecopy, or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid, United States mail. Each party promptly shall notify the other of any change in its mailing address or telephone contact number stated in this Agreement.
12. **Complete Agreement; Survival.** This Agreement records the entire understanding between the parties regarding the subjects addressed in it and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by either of them.
13. **Execution and Effectiveness.** The parties may execute this Agreement in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective upon the last signatory's delivery of the fully executed document to the other party, and the last signatory shall fill in the EXECUTED date below prior to such delivery.

<Signature Page to Follow>

Site Name: Early  
Location #: 417686

**EXECUTED:** \_\_\_\_\_, 20\_\_.

**OWNER:**

**The City of Blakely, Georgia**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title \_\_\_\_\_

**LICENSEE:**

**Verizon Wireless of the East LP  
d/b/a Verizon Wireless**

**By: Cellco Partnership  
Its: General Partner**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The undersigned "Licensee Representative" has reviewed this Agreement and hereby agrees to comply with all obligations pertaining to, and imposed on, Licensee Representatives contained herein.

Agreed to and accepted by:

(Environmental consulting firm to VZW)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Site Name: Early  
Location #: 417686

**Exhibit A**  
**(The Property)**

**Parcel ID B021D07006**  
**45 McDonald Street, Blakely, Georgia 39823**



STORM INLET NO. 2

(GRATE)

RIM = 253.00  
INV. B' = 252.00  
BOTTOM = 250.8

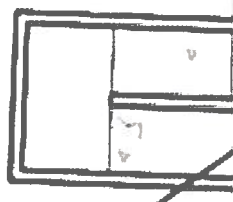
CONSTR  
20' ACCESS/UTILITY/FIBER B A  
EASEMENT

12'-6" x 21'-0" VERIZON  
LEASE AREA

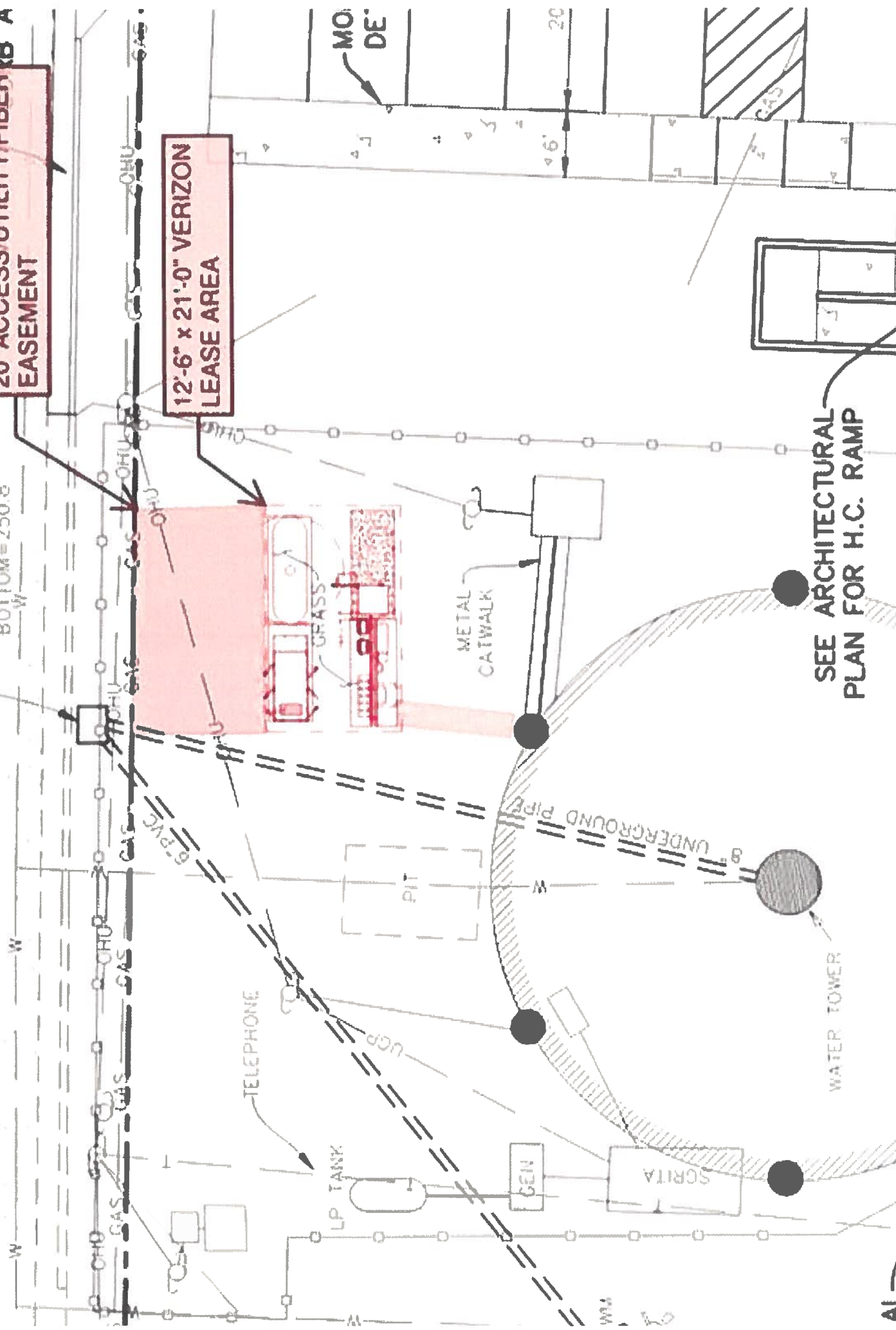
MO  
DE

20'

46'



SEE ARCHITECTURAL  
PLAN FOR H.C. RAMP



TELEPHONE

LP TANK

GEN

SCRITA

WATER TOWER

METAL  
CATWALK

8" UNDERGROUND PIPE

PIT

GRASS

W

W

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

6" PVC

6" PVC

6" PVC

6" PVC

6" PVC

6" PVC

6" PVC

6" PVC

6" PVC

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

OHV

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

GAS

OHV

OHV

OHV

OHV

OHV

OHV

OHV

**ORDINANCE NO. 2021-\_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 3 OF THE CITY CODE OF THE CITY OF BLAKELY TO CLARIFY CLOSING TIME; AUTHORIZING THE CITY OF BLAKELY POLICE TO CITE ESTABLISHMENTS HAVING ON-PREMISE CONSUMPTION LICENSE UNDER CERTAIN CONDITIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Blakely has adopted an ordinance regulating the sale of alcohol within the City to protect the health, safety, and welfare of the community; and

**WHEREAS**, after careful study and deliberation it has been determined to amend the ordinance to provide clarity to the Police Department in enforcement of the ordinance.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Blakely as follows:

**Section 1.** Section 3.5(b)(ii) is amended to delete the clause unless 3.5(c) applies.

**Section 2.** Section 3.5 (c) is amended by adding the clause “Closing time shall be the time after which alcoholic beverages may not be sold. No alcoholic beverages may be consumed on premises after closing time.”

**Section 3.** Section 3.5 (d) is amended to correct a clerical error as follows:

The reference section 3.12(d) shall also include Section 3.12(f).

**Section 4.** Section 3.28 entitled “On Premise Consumption” is amended by adding the following sentence.

“Notwithstanding the absence of a certification as provided in this section, the Blakely Police Department is authorized to enforce this section by evidence gathered and presented that the establishment does not realize 50% or more of its gross income from the sale of food.

**Section 5.** All ordinances or parts of ordinances in conflict herewith are repealed.

**SO ORDAINED**, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF BLAKELY**

By: \_\_\_\_\_  
Mayor, Travis Wimbush

( S E A L )

Attest: \_\_\_\_\_  
Clerk, Melinda Crook