



City of Blue Ridge and Fannin County Commission

Joint Meeting Agenda

May 2, 2022

5:00 p.m.

Blue Ridge City Hall

480 West First Street

Blue Ridge, Ga 30513

- 1. Call Meeting to Order Fannin County Commission and Blue Ridge City Council**
- 2. Prayer and Pledge of Allegiance**
- 3. Called Public Hearings**
 - a) Resolution authorizing the Mayor to execute the Intergovernmental Agreement for Blue Ridge City Park by and between the City of Blue Ridge, Georgia and Fannin County, Georgia
 - b) Motion for Fannin County Commission to execute the Intergovernmental Agreement for Blue Ridge City Park by and between the City of Blue Ridge, Georgia and Fannin County, Georgia
- 4. Adjournment**

City Council Meeting Agenda Submittal

MEETING DATE: 5/2/2022

AGENDA NO: 3a

AGENDA ITEM:

Resolution authorizing the Mayor to execute the Intergovernmental Agreement for Blue Ridge City Park by and between the City of Blue Ridge, Georgia and Fannin County, Georgia

BACKGROUND:

This is a historic agreement between the Fannin County Commission and the City of Blue Ridge that will provide enhanced and improved parks and recreation facilities for the citizens of the City of Blue Ridge and Fannin County. The agreement provides that the City agrees to lease to the County the land, ballfields, tennis courts, basketball court, playground, maintenance/office facilities and all park facilities located at 350 Gray Street, Blue Ridge. In exchange, the County agrees to construct and replace the existing pool, pool equipment, pool house with a new swimming pool facility and splash pad that would be opened in April 2024. In addition, the County agrees to replace the current playground equipment with new state of the art handicap accessible playground equipment by the end of 2022. The County would be responsible for funding the construction of the pool/splash pad and its ongoing maintenance and operations costs once opened to the public without cost or expense to the City.

The agreement requires formal approval of both the County Commission and the Blue Ridge City Council. The agreement represents two governments working together for the betterment of the citizens of the County and City.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing the Mayor to execute the Intergovernmental Agreement for Blue Ridge City Park by and between the City of Blue Ridge, Georgia and Fannin County, Georgia

ATTACHMENT (S):

Resolution and Agreement

APPROVED:



Mayor



City Administrator

RESOLUTION NO. BR2022-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA AUTHORIZING THE MAYOR ON THE CITY'S BEHALF TO EXECUTE THE ATTACHED INTERGOVERNMENTAL AGREEMENT FOR THE BLUE RIDGE CITY PARK BETWEEN THE CITY OF BLUE RIDGE AND FANNIN COUNTY, GEORGIA AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 1.12(b)(7) of the Charter of the City of Blue Ridge, Georgia (hereinafter, the "City") authorizes the City "to enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations;" and

WHEREAS, Section 3.22(12) of the Charter authorizes the Mayor to "sign, as a matter of course, all written contracts, ordinances, and other instruments executed by the city . . .;" and

WHEREAS, the City Council finds it in the public interest and in the best interest of the City to authorize the Mayor on the City's behalf to execute and otherwise enter into the attached Intergovernmental Agreement for Blue Ridge City Park between the City of Blue Ridge and Fannin County, Georgia.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Blue Ridge does hereby approve the Intergovernmental Agreement between the City and Fannin County and authorizes the Mayor to execute on the city's behalf. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____, and upon being put to a vote, the vote was as follows:

- Councilmember Angie Arp _____
- Councilmember Jack Taylor _____
- Councilmember Christy Kay _____
- Councilmember Bill Bivins _____
- Councilmember William Whaley _____

PASSED AND ADOPTED this 2nd day of May, 2022.

RHONDA HAIGHT, MAYOR

ATTEST:

AMY MINTZ, CITY CLERK

INTERGOVERNMENTAL AGREEMENT

(Blue Ridge City Park)

This Agreement is made and entered into by and between the City of Blue Ridge, Georgia, hereinafter referred to as the “City,” and Fannin County, a political subdivision of the State of Georgia, hereinafter referred to as the “BOC” or the “County”.

Whereas, the City operates and maintains a city park located at 350 Gray Street (“Blue Ridge City Park”); and

Whereas, located in Blue Ridge City Park are, among other amenities, a softball park, other ball parks, tennis courts, and a swimming pool; and

Whereas, the BOC has expressed an interest in leasing Blue Ridge City Park from the City; and

Whereas, the leasing of said park by the City to the BOC will serve the collective interests of the City and the BOC in making public facilities available to the citizens of the City, residents of the County, and visitors to the area, and will enhance recreational opportunities for both residents and visitors to the area.

NOW THEREFORE, in consideration of the mutual benefits to be derived by both the City and the BOC and the communities that they serve, the fulfillment of the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The purpose of the lease is to provide enhanced and improved parks and recreation facilities for the citizens of the City and the residents of the County.
2. The City shall lease to the BOC and the BOC does hereby lease from the City the land, ballfields, tennis courts, basketball court, playground, maintenance/office facilities, and all park facilities located at 350 Gray Street, Blue Ridge, GA. The same shall be designated as “Fannin County Recreation Complex at Blue Ridge City Park”. Any changes to the name of the park shall require approval from the City.

3. The term of the lease shall be for 20 years, and shall commence on May 1, 2022 and terminate on April 30, 2042 unless extend pursuant to the terms hereinafter set forth.
4. The lease payment shall be the sum of \$1.00 per year, with the full lease payment to be paid in advance at the time that the within agreement takes effect.
5. The BOC shall be solely responsible to maintain the Premises throughout the term of this Lease without cost or expense to the City, shall keep and maintain the leased Premises in a neat, clean, safe and sanitary condition, and shall at all times preserve the Premises in good and safe repair.
6. The BOC agrees to construct and replace the existing pool, pool equipment, and pool house with a new swimming pool facility and splash pad that will be opened in April 2024. The BOC agrees to form a Pool/Splash Pad Design Committee to provide input on the pool/splash pad design, with representation from the City that will include 2 Council members and the City Administrator. The County will be responsible for funding the construction of the pool/splash pad and its ongoing maintenance and operations costs once opened to the public without cost or expense to the City.
7. The City agrees to provide the water for the initial startup of the pool each year at no cost to the County. In addition, the City agrees to bill the County at the wholesale rate for water utilized at the park.
8. The County agrees to replace the current playground equipment with new, state-of-the-art, handicap-accessible playground equipment by the end of 2022. The new equipment shall be subject to City approval.
9. The BOC will have exclusive operational authority of the park, including but not limited to, the priority of all events, all scheduling of practices, games, tournaments, and hours of general operation.
10. The City will transfer to the County, the following personal property, to wit: LA402 Kubota Tractor, Cosmo Fertilize Spreader, AG Sprayer, Golf Cart, Bunker Rake (field drag), Zero-turn mower, and all food prep & food storage equipment for concession areas.
11. All property (real or personal) shall be and is transferred “as is” and “where is” by the City, and the County accepts the same “as is” and “where is”.

12. The parties agree that, after the initial improvements are constructed, any additions or modifications to the park will be reviewed by a Design Committee of similar composition to that utilized for the pool/splash pad.
13. The BOC will continue to honor the MOU currently in place with the Fannin County Board of Education as to a field utilized for girls' softball.
14. City agrees to have the mobile home located on park property removed prior to the start of the lease.
15. In the event that the BOC elects to terminate this agreement prior to the end of its term, the BOC will provide a 180-day written notice of said election to the City.
16. The within MOU will automatically be extended under the same terms and conditions for additional five-year periods unless either party provides to the other the intent to not renew no later than September 1, 2041 or, for renewal periods, September 1 of the year immediately preceding the expiration of the renewal term.
17. At the end of the lease term all improvements placed on said park shall remain and become the property of the City.
18. The BOC shall cause said park to be listed on its policy of liability of insurance and name the City as an additional insured party.
19. The BOC shall indemnify and hold the City harmless as to any act or event that occurs at said park while the same is being utilized by the BOC.
20. All notices required herein shall be delivered, if to the City, to the City Hall of the City of Blue Ridge, addressed to the City Clerk and, if to the County, to the BOC at the Office of the Board of Commissioners, addressed to the Chairman.

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The above and foregoing agreement was approved by a vote of the City Council for the City of Blue Ridge, Georgia, held on the _____ day of May, 2022 and by a vote of the Board of Commissioners of Fannin County, Georgia, held on the _____ day of May, 2022.

Rhonda T. Haight, Mayor, City of Blue Ridge, Georgia

Attest:

City Clerk

Witness

Notary

James V. Hensley, II Chairman, Board of Commissioners

Attest

County Clerk

Witness

Notary