

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
April 12, 2016 at 6:00PM

Present: Mayor Donna Whitener
Council Members Angie Arp, Harold Herndon,
Rodney Kendall and Bruce Pack
City Clerk Kelsey Ledford

Absent: Council Member Rhonda Thomas

1) Call Meeting to Order:

Council Member Rodney Kendall made a motion to call the meeting to order. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

Mayor Whitener asked for an amendment to the agenda. She requested that agenda item 18 listed as Mayor Reports be removed and Appointment to Planning Commission be placed as agenda item 18. Council Member Rodney Kendall made a motion to amend the agenda as requested. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

2) Prayer and Pledge of Allegiance:

Council Member Bruce Pack offered a word of prayer followed by the Pledge of Allegiance.

3) Council Meeting Rules of Procedures:

Mayor Whitener stated that a copy of the meeting rules of procedures was available at the Council desk.

4) Approval of Minutes:

- a) Council Member Rodney Kendall made a motion to approve the December 17, 2015 Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- b) Council Member Rodney Kendall made a motion to approve the February 22, 2016 Special Called Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- c) Council Member Rodney Kendall made a motion to approve the Mary 1, 2016 Council Meeting Minutes. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

City of Blue Ridge

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

5) East Main Street Update-Matt Smith:

Carter and Sloope Representative Matt Smith discussed updates in regards to East Main Street. Mr. Smith explained the need to obtain easements on a portion of East Main Street directly in front of Wrapsody in Blue (652 East Main Street). During the discussion Mr. Smith stated that plans would be available the following month and that he would need City Attorney David Syfan's assistance on a few matters. The Mayor and Council discussed time frame and Tri-State relocating some power poles.

6) Approve / Award Bid for Waste Water Treatment Plant Digester Improvements:

Mr. Smith discussed the bids (attached) that were submitted for the Waste Water Treatment Plant Digester Improvements. Mr. Smith stated that Carter and Sloope recommended that the City approve and award J.S. Haren Company with a total base bid of \$69,500.00. Council Member Rodney Kendall made a motion to approve the recommendation of Carter and Sloope and award the bid to J.S. Haren Company. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

7) Approve / Award bid for the Depot and Approval of a New Lease:

The Mayor and Council were presented with bid documents (attached) for the lease of the City Depot. The sole bidder was Blue Ridge Scenic Railway (BRSR). City Clerk Kelsey Ledford explained that BRSR meet all bid requirements set by the City. Council Member Rodney Kendall made a motion to accept BRSR as the tenant for the Depot. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

8) City Park/Sidewalks:

Mayor Whitener discussed the installation of sidewalks from Church Street to East Main Street. She explained that she has received one quote (attached). There was a discussion among the Mayor and Council about installing a sidewalk in the park. Mayor Whitener agreed to give a scope of the work to the companies that are submitting quotes in order to get more accurate quotes to compare. The time limit expired. The Mayor continued to speak. She asked the Council about installing a retaining wall in the park near the railroad tracks. There was a brief discussion about the proposed wall.

9) Fire Truck Donation:

Mayor Whitener discussed with the Council the storage of a fire truck that was donated to the City from Wilds Pierce. The Council agreed to house the truck in storage until a building could be built for it. Mayor mentioned that a contract would need to be drafted because Mr. Pierce wants the fire truck to be used in events/parades downtown. Council Member Rodney Kendall made a motion to accept the fire truck donation from Wilds Pierce. The motion was seconded by Council Member Harold Herndon. The Council voted 4-0. Motion carried.

City of Blue Ridge

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

10) Meeting Policy:

Council Member Angie Arp discussed revising the meeting policy in regards to public comment. She explained that if someone wanted to talk about an agenda item they would be permitted to speak for two minutes. Mayor Whitener suggested that only one spokesperson be permitted to speak per topic. Mayor Whitener asked for a bulleted list for the individuals who sign up five (5) days in advance. Council Member Angie Arp made a motion to allow individuals to speak for two (2) minutes pertaining to an agenda item during public comment. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion to only allow one spokesperson per topic. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried. Council Member Angie Arp made a motion that a person email or write out a bulleted list of points to be discussed during their comment time. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Motion carried.

11) FY2016 Appalachian Regional Commission Grant Authorization Resolution:

Mayor Whitener read the FY2016 Appalachian Regional Commission (ARC) Grant Authorization Resolution (attached). She explained that the resolution authorizes the Mayor and City Clerk to execute all required documents. Council Member Rodney Kendall made a motion to adopt the FY2016 Appalachian Regional Commission Grant Authorization Resolution. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

12) Fire District Ordinance (First Reading):

Mayor Whitener read the first paragraph of the Fire District Ordinance. Council Member Rodney Kendall made a motion to approve the first reading of the Fire District Ordinance. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

13) Planning Commission Recommendation for Central Business District (CBD) Zoning:

Mayor Whitener read the Planning Commission's recommendation for the Central Business District (CBD) Zoning (attached). Council Member Angie Arp questions item 9 of the recommendation in regards to setback requirements. Council Member Rodney Kendall answered Council Member Arp's questions. Council Member Rodney Kendall made a motion to accept the Planning Commission's recommendation for the Central Business District Zoning. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to allow Attorney David Syfan to draft an amendment to the Zoning Ordinance to reflect the Planning Commission's recommendation. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

City of Blue Ridge

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

14) Utility Permitting Ordinance (First Reading):

Council Member Angie Arp explained the need to implement a Utility Permitting Ordinance. Mayor Whitener read the first paragraph of the ordinance. Council Member Rodney Kendall made a motion to approve the first reading of the Utility Permitting Ordinance. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

15) Fannin County Public Library:

- a) Council Member Rodney Kendall made a motion to appoint Patty Hampton to the Board of Trustees for a term of three years, beginning on July 1, 2016 and ending on June 30, 2019. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.
- b) Librarian Clare Barton presented the Mayor and Council with a letter (attached) requesting that the City designate \$2,500,000, toward a stand-alone public library, to be taken from the City's portion of the 2016 SPLOST. Ms. Barton explained her reasons for the request. The allotted time limit expired. Council Member Rodney Kendall made a motion to allow additional time. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. After discussion among the Mayor, Council and Ms. Barton, Joe Webb asked to speak before the Council. The Mayor and Council allowed him to speak for two minutes. Mr. Webb further explained SPLOST to the Mayor and Council. His time limit expired and he continued to speak. After he was finished the Mayor and Council moved to the next agenda item.

16) Mountain Tennis Association (MTA) Tennis Summer Camps for Youth:

Mayor Whitener explained the MTA request. The Council discussed drafting a MOU, charging fees, etc. Council Member Rodney Kendall suggested that the Council think about this item for a while. Council Member Rodney Kendall made a motion to table the agenda item until the next scheduled meeting. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

17) Water Treatment Plant Industrial Chemical Purchase Order Approval and Approval for FY2016 Purchasing Limit:

The Mayor and Council were presented a quote from Industrial Chemical in the amount of \$6,936.00 (attached) for water treatment chemicals. Council Member Rodney Kendall made a motion to approve the quote from Industrial Chemical. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried. City Clerk Kelsey Ledford stated that Water Plant Supervisor Tim Hawkins would like to request that the Council approve up to the FY2016 budgeted amount of \$28,000.00 for water treatment chemicals. Council Member Rodney Kendall made a motion to approve the request of Mr. Hawkins. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

City of Blue Ridge

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

18) Appointment to the Planning Commission:

Council Member Rodney Kendall made a motion to accept Sandy Wilbanks' application and appoint her to the vacant position on the Planning Commission board. The motion was seconded by Council Member Angie Arp. The Council voted 4-0. Motion carried.

19) Cesar Martinez—The Blue Ridge Business Association:

On behalf of the Blue Ridge Business Association, Cesar Martinez requested a portable restroom be purchased by the City for downtown events and visitors. Mayor Whitener and Council Member Angie Arp discussed adding additional porta potties at the free parking area. Mr. Martinez is supposed to follow up with Mayor Whitener in one week, to let the City know how many additional porta potties are needed.

City Clerk Kelsey Ledford reminded the Council that a motion would need to be made regarding approving the new Depot lease. Council Member Rodney Kendall made a motion to approve the lease with Blue Ridge Scenic Railroad (attached). The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

20) Bill Ryan—Storm Water and Public Rights to Speak at Public Meetings:

Bill Ryan was not present.

21) Steffen Smith—Input on Proposed Sidewalk Ordinance:

Steffen Smith discussed his concerns about the City implementing a Sidewalk Ordinance and how it would affect his publication business. Council Member Angie Arp discussed his concerns with him. Mayor Whitener mentioned implementing permitting.

22) Carlie Hammond—City Park:

Carlie Hammond was granted two minutes to speak. During her allotted time limit, Ms. Hammond read a portion of an email she sent to the Mayor and Council on April 12, 2016 (attached). When Ms. Hammond's time limit expired, Mayor Whitener began to speak. Mayor Whitener stated, "We have not torn down your grill. I told you that your grill would not be torn down until we had another plan in place". A discussion between Mayor Whitener and Carlie Hammond occurred. Toby Minter, Jordan Sheppard and a Good Samaritan spoke during this time as well. Carlie Hammond is supposed to meet with some members of the Council as well as submit the Good Samaritans plan b for where to place the new grill.

23) Executive Session—Land Sale/Acquisition:

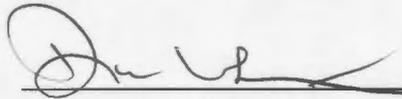
Council Member Rodney Kendall made a motion to close the meeting for an executive session for the purpose of discussing land sale/acquisition. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried. Council Member Rodney Kendall made a motion to open the meeting from an executive session. The motion was seconded by Council Member Bruce Pack. The Council voted 4-0. Motion carried.

City of Blue Ridge

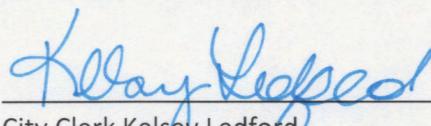
480 West First Street • Blue Ridge, Georgia • (706) 632-2091

24) Adjournment:

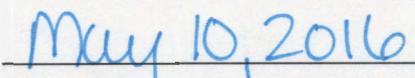
Council Member Angie Arp made a motion to adjourn the meeting. The motion was seconded by Council Member Rodney Kendall. The Council voted 4-0. Meeting adjourned.



Mayor Donna Whitener



City Clerk Kelsey Ledford



Approved





Carter & Sloope
CONSULTING ENGINEERS

March 7, 2016

Ms. Donna Whitener, Mayor
City of Blue Ridge
480 West First Street
Blue Ridge, Georgia 30513

RE: City of Blue Ridge
Wastewater Treatment Plant Digester Improvements
C & S Project No: B7970.011

Dear Ms. Whitener,

As you are aware, bids were received and opened for the referenced project on March 3, 2016 at 2:00 PM. We have checked and tabulated the base bids received as follows:

<u>Contractor</u>	<u>Total Base Bid</u>	<u>% Over Low Bid</u>
1. J.S. Haren Company	\$ 69,500.00	----
2. Lanier Contracting Company	\$115,893.00	66.8%

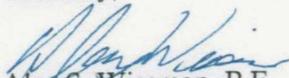
Carter & Sloope has determined that **J.S. Haren Company** is the low bidder for this project **when evaluated on the basis of the Base Bid amount.**

Since the low bidder appears to have adequate experience, technical ability, and financial capability to complete this project and has successfully completed similar projects, **Carter & Sloope recommends the project be awarded to J.S. Haren Company in an amount equal to the base bid amount of \$69,500.00.**

We are enclosing one (1) copy of the "Bid Opening Minutes," "Bid Opening Attendance" sheet, and certified "Bid Tabulation" for your records. We are also enclosing three (3) copies of the Notice of Award for this project. Please execute all three (3) copies of the Notice of Award and return them to our office as soon as possible. We will prepare three (3) originals of the Agreement and forward them to you when the Contractor has executed the Agreement and delivered all the necessary Payment and Performance bonds and Certificates of Insurance.

If you have any questions or need any additional information, please call us.

Sincerely,


Alex S. Wiseman, P.E.

ASW: hdc

Enclosures: Bid Opening Minutes – 1 copy
Bid Opening Attendance – 1 copy
Certified Bid Tabulation – 1 copy
Notice of Award – 3 copies

BID OPENING MINUTES
B7970.011 - CITY OF BLUE RIDGE
MARCH 3, 2016

It is now 2:00 PM. Bids for the City of Blue Ridge-Wastewater Treatment Plant Digester Improvements are now closed and the Owner is no longer accepting bids.

Introductions:

The Bids will be opened and read aloud, stating whether or not a Bid Bond is attached, the Addendums have been noted.

We will begin with sealed bid from:

1. Rehab Construction Co., Inc.
Bid Bond (is) (is not) attached
Addendum 1 (is) (is not) noted
Base Bid-Lump Sum, amount of \$ _____

2. Lanier Contracting Company
Bid Bond (is) (is not) attached
Addendum 1 (is) (is not) noted
Base Bid-Lump Sum, amount of \$ 115,893.00

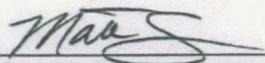
3. E&D Contracting Services, Inc.
Bid Bond (is) (is not) attached
Addendum 1 (is) (is not) noted
Base Bid-Lump Sum, amount of \$ _____

4. J.S. Haren Company
Bid Bond (is) (is not) attached
Addendum 1 (is) (is not) noted
Base Bid-Lump Sum, amount of \$ 69,500.00

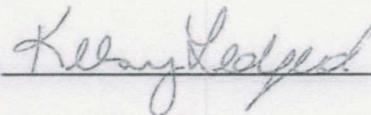
At this time, the apparent low Bidder is J.S. Haren Co. with a Base Bid Amount of \$ \$69,500.00. All "Base Bid" amounts will be reviewed and a formal award made within the next 15 to 60 days. We appreciate your interest in this project and we hereby officially adjourn this Bid Opening.

2:05 PM March 3, 2016

Signature: _____



Signature: _____



BID TABULATION FOR ALL BIDS
 RECEIVED AT THE CITY OF BLUE RIDGE
 480 West First Street, Blue Ridge, GA 30513
 ON MARCH 3, 2016 @ 2PM

CARTER & SLOOPE, INC.
 CONSULTING ENGINEERS
 1031 Stonebridge Parkway
 Watkinsville, GA 30677

PROJECT:		BIDDERS:	
CITY OF BLUE RIDGE		J.S. Haren Company	
Wastewater Treatment Plant Digester Improvements		1175 Highway 11 North	
C&S PROJECT NO.: B7970.011		Athens, TN 37303	
ITEM NO.		LUMP SUM	LUMP SUM
5.01	Basin of Bid		
1	Wastewater Treatment Plant Digester Improvements Bidder agrees to furnish all materials and equipment and to perform all labor necessary to construct the wastewater treatment plant improvements as shown on the drawings and as specified herein for installation of one floating surface aerator, mooring equipment, control panel, electrical complete, equipment startup, and all appurtenances necessary to place the equipment into operation.	\$ 69,500.00	\$ 115,893.00
TOTAL BASE BID for Item 1		\$ 69,500.00	\$ 115,893.00

I hereby certify that this Bid Tabulation is a true and accurate representation of all Bids received on March 3, 2016.


 Alex S. Wiseman, P.E. #31780

THE NEWS OBSERVER
PO BOX 989
BLUE RIDGE GA 30513
(706) 632-2019

ORDER CONFIRMATION (CONTINUED)

Salesperson: HOUSE

Printed at 03/04/16 10:28 by pbail-cn

Acct #: 6234

Ad #: 232695

Status: N

Legal Notice

REQUEST FOR SEALED BID PROPOSALS

The City of Blue Ridge, Georgia does hereby give legal notice of its request for sealed bid proposals, pursuant to O.C.G.A. 36-37-6(i), as to the lease of the municipal property known as the "railroad depot", and located at 241 Depot Street, Blue Ridge, Georgia 30513, and the caboose sitting outside the depot and being a part of the property more specifically described within that quit-claim deed recorded at Deed Book 246, pages 814-821 of the Fannin County, Georgia deed records. Further specific identification of said property may be provided by request to the Blue Ridge City Clerk at Blue Ridge City Hall, located at 480 West First Street, Blue Ridge, Georgia 30513. Interested bidders as to the lease of the depot must submit their proposal by way of sealed bids, and must have the following minimum bid requirements:

(1). The initial lease must be for a five-year term, and with the tenant to have an option to renew the lease for an additional term of five (5) years;

(2). The minimum annual rental payment shall be \$43,176.48, and payable in equal monthly installments of \$3,598.04. Further, at the end of the first year of said lease, and for every year thereafter during the initial term and/or the extended term, the annual rental shall be increased by 3.5% over the previous year's rate;

(3). The tenant shall not mortgage or pledge the property or lease the property as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the property, or lease, or both;

(4). The tenant shall provide and maintain in force and effect throughout the term of such lease or any renewal, sufficient liability insurance, in an amount not less than \$1,000,000.00 per claim, \$3,000,000.00 per aggregate, and name the City of Blue Ridge as an additional named insured;

(5). The tenant shall assume sole responsibility for or incur liability for any injury to person or property caused by any act or omission of any person while on the property and shall agree to indemnify the City of Blue Ridge and hold it harmless from any claim, suit, or demand made by any person;

(6). The tenant shall agree to indemnify the City of Blue Ridge and hold it harmless from any claim, suit, or demand arising out of any improvements to the property or any indebtedness or obligation incurred by the tenant in making any such improvement to the property;

(7). The tenant shall be a rail operation and use the depot as a part of its rail operations.

The City of Blue Ridge reserves the right to reject any and all proposals or sealed bids. Further information regarding the property and the sealed bid process may be obtained by contacting the City Clerk for the City of Blue Ridge at City Hall, 480 West First Street, Blue Ridge, Georgia 30513. The last day for receipt of proposals by way of the sealed bids is March 28, 2016 by 5:00 p.m., and all proposals by sealed bids must be delivered by this date and time to the City of Blue Ridge, City Hall, 480 West First Street, Blue Ridge, Georgia 30513. The bids shall be opened at City Hall, 480 West First Street, Blue Ridge, Georgia 30513, on April 5, 2016 at 10:00 a.m. The City of Blue Ridge welcomes all reasonable bids by responsible bidders.

March 9

#232695

**BID OPENING MINUTES
DEPOT – CITY OF BLUE RIDGE
APRIL 5, 2016**

It is now 10:00 AM. Bids for the City of Blue Ridge Depot closed March 28, 2016.

Introductions:

The bids will be opened and read aloud, stating whether or not the sealed bid meets the requirement of the bidder's tabulation for Rental Payment, Liability Insurance and Rail Operation.

We will begin with the sealed bid from:

- 1) Blue Ridge Scenic Railway
Annual Rental Payment (is) (is not) included \$ 43,176.48
Liability Insurance (is) (is not) noted or included
Company (is) (is not) a rail operation
- 2) _____
Annual Rental Payment (is) (is not) included \$ _____
Liability Insurance (is) (is not) noted or included
Company (is) (is not) a rail operation
- 3) _____
Annual Rental Payment (is) (is not) included \$ _____
Liability Insurance (is) (is not) noted or included
Company (is) (is not) a rail operation
- 4) _____
Annual Rental Payment (is) (is not) included \$ _____
Liability Insurance (is) (is not) noted or included
Company (is) (is not) a rail operation
- 5) _____
Annual Rental Payment (is) (is not) included \$ _____
Liability Insurance (is) (is not) noted or included
Company (is) (is not) a rail operation
- 6) _____
Annual Rental Payment (is) (is not) included \$ _____
Liability Insurance (is) (is not) noted or included
Company (is) (is not) a rail operation

At this time, the apparent high Bidder is BRSR with an annual rental payment in the amount of \$ 43,176.48. All bids will be reviewed and a formal award made in the next 7 to 60 days. We appreciate your interest and we hereby officially adjourn this bid opening.

10:05 AM April 5, 2016

Barbie Gerald
Mayor Donna Whitener Barbie Gerald

Kelsey Ledford
City Clerk Kelsey Ledford



Blue Ridge Scenic Railway

241 Depot Street
Blue Ridge, Georgia 30513
800-934-1898 706-632-9833
Fax: 706-258-2756
www.brscenic.com

March 23, 2016

Ms. Kelsey Ledford, City Clerk
Blue Ridge City Hall
480 West First Street
Blue Ridge, Georgia 30513

RE: Request for Sealed Bid Proposal "Railroad Depot"

Dear Ms. Ledford:

Blue Ridge Scenic Excursions LLC ("BRSE") is pleased to present the following written bid proposal regarding the Request for Sealed Bid Proposal "Railroad Depot" published in the "The News Observer", dated March 09, 2016.

BRSE proposes the following:

1. Initial lease for a five-year term, and with the option to renew the lease for an additional term of five (5) years;
2. Annual lease payment shall be \$43,176.48, and payable in equal monthly installments of \$3,598.04. Further, at the end of the first year of said lease, and for every year thereafter during the initial term and/or the extended term, the annual lease payment shall be increased by 3.5% over the previous year's rate;
3. BRSE shall not mortgage or pledge the property or lease the property as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the property, or lease, or both;
4. BRSE shall provide and maintain in force and effect throughout the term of such lease or any renewal, liability insurance, in an amount not less than \$1,000,000.00 per claim, \$3,000,000.00 per aggregate, and the City of Blue Ridge shall be an additional named insured;
5. BRSE shall assume sole responsibility for or incur liability for any injury to person or property caused by any act or omission of any person while on the property and

Mr. Kelsey Ledford, City Clerk
March 23, 2016
Page 2 of 2

shall agree to indemnify the City of Blue Ridge and hold it harmless from any claim, suit, or demand made by any person;

6. BRSE shall agree to indemnify the City of Blue Ridge and hold it harmless from any claim, suit, or demand arising out of any improvements to the property or any indebtedness or obligation incurred by the tenant in making any such improvement to the property; and
7. BRSE intends to use the depot, caboose and all other property specifically described within that quit-claim deed recorded at Deed Book 246, pages 814-821 of the Fannin County, Georgia deed records, to support its current railroad operations, ticket sales and other rail activities.

Again, we appreciate the opportunity to submit this proposal to the City of Blue Ridge. We are prepared to move as expeditiously as possible towards a final lease agreement should we be selected as the appropriate operator. Please let us know if there is any further information that we can provide in support of our Proposal.

Very truly yours,



David C. Eyermann
President
Cell: 972-816-6245
Fax: 904-423-2542

Andy Crawford

Sidewalk
pump - 7 x 175 3675
360

Street
sidewalk - 1950.00

Total 5985.00 (both sidewalks)

Street
sidewalk only -

Total \$1950.00 (Just sidewalk on st.)

Blue Ridge City Council Rules of Meeting Procedure

In accordance with the Blue Ridge City Charter Section 3.14 the City Council shall adopt its rules of procedure and order of business consistent with the provisions of this charter and shall provide for the keeping of its proceedings which shall be public record. The City Charter further states in Section 7.13(b) that the word "shall" is mandatory, thus the City Council is mandated by the charter to adopt some form of council meeting rules or policy.

The purpose of having City Council Meeting Rules of Procedure is to ensure that the elected governing body of the City of Blue Ridge can effectively conduct official city business in a productive, formal and timely manner.

This City Council Rules of Meeting Procedure policy shall apply to all meetings held by the Blue Ridge Mayor and City Council, including but not limited to, regular scheduled meetings, special called meetings or public meetings. The following Rules of Meeting Procedure shall apply as follows:

City Council Meetings

For all City Council regular scheduled meetings, special called meetings or public meetings the following meeting procedure rules shall be followed:

The Agenda

Rules of Meeting Procedure for Agenda Items are listed as follows:

- a. Agenda items referenced within the following rules, include all items listed under Old Business and New Business. Public Comment rules and requirements will be listed under Public Comments.
- b. The Mayor and council shall make every attempt to have agenda items on the agenda within (7) calendar days of the meeting. However in the event something comes up that the Mayor or council deems necessary to add to the agenda within (7) calendar days of the meeting then they may do so.
- c. The agenda shall be posted (5) calendar days in advance of the meeting at the City Hall and in the event the agenda changes, the agenda will be revised and posted upon completion of the revision.
- d. Agenda items shall be listed in the following order:
 1. Call Meeting to Order
 2. Prayer and Pledge of Allegiance
 3. Council Meeting Rules of Procedures (to be presented at each meeting by City Clerk)
 4. Approval of Minutes from Previous Meeting (if minutes are completed and available)
 5. Old Business
 6. New Business
 7. Public Comments
 8. Executive Session (if needed)
 9. Adjournment
- e. All agenda items shall be introduced in order by the Mayor. All agenda items with no representative or individual listed, must be restricted to a maximum of five (5) minute discussion between the Mayor and council per agenda item. If the agenda item is only for discussion and no vote is required, it should be noted on the agenda "discussion only" and noted when the item is introduced. If deemed necessary, additional time for an agenda item shall be permitted by the majority vote of the council and with the additional time set by the Council.

For agenda items requiring a vote, once the agenda item has been introduced, a motion shall be called by a council member, if another council member does not state a second, the Mayor shall ask for a second. There shall be no discussion or comments permitted by the Mayor or council until a motion and a second have been made on the item introduced. If the motion does not receive a second on the first request by the Mayor, the motion will not be considered and no discussion will be permitted. If the motion receives a second, the restricted discussion time of five (5) minutes will be permitted. After discussion after the second, the Mayor or council can call for a vote on the motion. During the discussion period, a council member, at any time, may call for a vote on the motion by stating: "I call the question". All discussion shall stop and the motion shall come to a vote immediately, once a call for a vote has been made.

f. Mayor/Council/Administration agenda items. Any representative or individual directly involved in an agenda item wishing to address the City Council regarding said item on the agenda placed there by the City, shall be required to submit their name and the topic of their subject to the city clerk at least (5) calendar days prior to the meeting. All agenda items that have a representative to speak on behalf of a subject shall be restricted to a maximum of five (5) minutes to speak unless additional time is granted by motion passed by the Council. After the representative speaks the Mayor and council shall be allowed to have discussion for a maximum of five (5) minutes per agenda item. If the council needs more information from the representative, an additional two (2) minutes for the agenda item shall be permitted by the majority vote of the City Council. After discussion, a council member may call for a motion if deemed necessary and following the above stated procedures in section (e) for calling the question shall apply.

g. If the Mayor or a council member believes that the City Council Rules of Meeting Procedure have been violated, at the time of the violation, the Mayor or council member shall call for a "point of order". Once a point of order is called, the member calling the point of order must state the point of order. The decision to accept the point of order shall be by the majority vote of the council. If the majority vote of the council determines that there has been a violation of the rules raised by the point of order, a correction shall immediately be made. If the Mayor opposes the decision of the majority vote of the council and refuses to correct the point of order, the council by a majority vote, shall call for the Mayor Pro Tem to correct the rule violation and the Mayor Pro Tem shall correct the rule violation. The meeting shall not proceed until the rule violation has been corrected.

Public Comments

The Mayor and City Council encourages public participation and appreciates when residents bring issues of community concern to their attention. Public comments allow city residents and members of the public to publicly state their opinion or position on various matters pertaining to city business. The following meeting procedure rules listed must be followed for all public comments allowed at Blue Ridge City Council meetings including regular scheduled meetings, special called meetings or public meetings:

a. All members of the public requesting to address the City Council shall be required to submit their name and the topic of their comments to the city clerk at least five (5) calendar days prior to the meeting. Individuals will be permitted a maximum of five (5) minutes to make their comments; all comments shall be limited to their submitted topic. Individuals who take advantage of this section shall submit a detailed list of what they are speaking about to the City Clerk in writing or by email. Such time allotment shall not be transferred to other individuals.

b. Public comments are only permitted at the end of the meeting just prior to adjournment, and only by individuals that are listed on the agenda.

c. Public comments shall not be for a question and answer period by the Mayor and council. The Mayor or City Council do not have to respond to comments or questions that are brought forth by individuals under the Public Comments section of the agenda.

d. All members of the public requesting to address the City Council that have not signed up by the deadline listed in section (a) can submit their name and subject to the City Clerk prior to the start of said meeting. Individuals who wish to take advantage of this section are only permitted to speak for two (2) minutes. Individuals who request to speak after the deadline in section (a) shall only speak if it pertains to an agenda item on said meeting agenda.

e. Only one spokesperson per topic is permitted.

Decorum in Council Meetings

Members of the public shall comply with the following rules of decorum:

a. Once a meeting has been called to order there shall be no comments allowed from any member of the public including but not limited to inappropriate, offensive, impertinent or personal comments to the Mayor, council or between individuals. There shall be no clapping, cheering, opposition gestures or other disruptive actions allowed during the meeting.

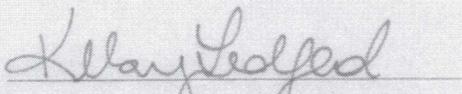
Enforcement of the City Council Rules of Meeting Procedure

If the Mayor or a council member believes that any member of the public has violated the City Council Rules of Meeting Procedures, the individual shall be subject to removal from the meeting by the direction of the majority vote of the City Council. If the majority vote of the council determines that a violation of the meeting rules has been made by an individual, upon request by the Mayor or council, the Chief of Police (or representative) shall remove the individual from the meeting.

2881/W1 70257



Mayor Donna Whitener



City Clerk Kelsey Ledford

RESOLUTION
STATE OF GEORGIA
COUNTY OF FANNIN, CITY OF BLUE RIDGE

**FY 2016 APPALACHIAN REGIONAL COMMISSION
GRANT AUTHORIZATION**

WHEREAS, the City of Blue Ridge has been invited to submit a \$300,000 grant application to the Appalachian Regional Commission (ARC) to construct a Public Welcome Center and Restroom Facility; and,

WHEREAS, a critical need exists to provide modern attractive public restrooms to accommodate over 65,000 annual tourists and ensuring downtown Blue Ridge remains a regional economic generator; and

WHEREAS, ARC funds will support efforts to maximize the economic benefits of Appalachia's natural assets, heritage, culture and craft industries, and most importantly, the Blue Ridge Scenic Railway; and,

WHEREAS, the City of Blue Ridge will provide in-kind services and the necessary cash to successfully complete the project, including cost overruns; and,

WHEREAS, in accordance with local and state approved service delivery strategies, the City will own, operate and maintain the building upon completion.

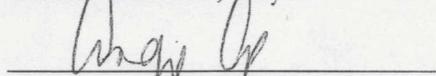
NOW, BE IT RESOLVED, the City of Blue Ridge authorizes, empowers and directs the Mayor and City Clerk to perform all such acts for the purpose of filing said application and executing all required documents, including related contracts and awards, as applicable.

BE IT FURTHER RESOLVED, that all actions of the Mayor, which are in conformity with the purposes and intents of this Resolution and in furtherance thereof, shall be and the same hereby are, in all respects ratified, approved, and confirmed.

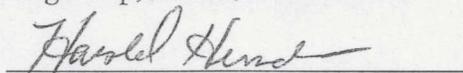
Adopted this 12 day of April, 2016.



Donna Whitener, Mayor



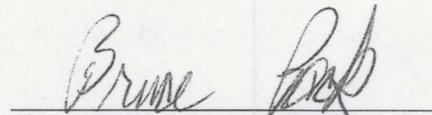
Angie Arp, Council Member



Harold Herndon, Council Member



Rodney Kendall



Bruce Pack, Council Member

Rhonda Thomas, Council Member

Attest:



Kelsey Ledford, City Clerk

(CITY SEAL)

**TO: MAYOR AND COUNCIL, THE CITY OF BLUE RIDGE
FROM: THE BLUE RIDGE PLANNING COMMISSION**

THE PLANNING COMMISSION HELD A PUBLIC HEARING ON MARCH 22, 2016. THE PURPOSE OF THE HEARING WAS TO HEAR THE REQUEST OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE TO AMEND THE DEVELOPMENT GUIDELINES OF THE CBD (CENTRAL BUSINESS DISTRICT).

AFTER CONSIDERATION OF THE PROPOSED CHANGES, THE PLANNING COMMISSION VOTED TO RECOMMEND THE APPROVAL OF THE CHANGES AS PROPOSED. A LIST OF THE RECOMMENDED CHANGES IS ATTACHED TO THIS DOCUMENT.

Proposed Changes to CBD development guidelines and residential urban dwelling development in the CBD Zoned District.

1. Mayor and Council, after making recommendation to limit maximum height of Buildings located in the CBD to three stories at the October 13, 2015 Council meeting, agreed to leave the height at four (4) stories on Feb. 22, 2016. (NO ACTION REQUIRED).
2. Council voted to allow urban dwellings to be located on 2nd, 3rd, and 4th floors of buildings containing mixed uses. Commercial uses may share 2nd, 3rd, and 4th floors provided Georgia State Building and Fire Code separation requirements are adhered to.
3. An Urban Dwelling may be located on the floor at grade provided it occupies no more than fifty (50%) percent of the floor (at grade) on which it is located. The unit must be oriented to the rear of the floor at grade. Approval of any urban dwelling unit proposed for location on the grade floor is subject to review and approval by the Zoning Administrator and the Building Official.
4. Two (2) parking spaces per dwelling unit must be provided. They shall be located on site and placed to the side or rear of the property to which they serve. Required parking spaces may be located off site (on private property) and located within the CBD. Off premise parking is subject to review and approval by the Zoning Administrator.
5. The living space of Urban Dwelling units shall average one thousand (1000) square feet in area per building in which they are located.
6. All buildings in which any mixture of commercial and residential spaces are developed, and stand alone residential developments, must be supplied with a fire suppression system. The system must be designed and installed to meet NFPA standards and any other standard as deemed necessary for the protection of the building and its occupants.
7. A trash receptacle must be provided on site and screened with materials that compliment the building to which it is associated.
8. Stand alone residential developments (those without commercial uses) located within the CBD, must be oriented with the front of the development (as determined by the Zoning Administrator) facing West First Street or East First Street. Stand alone residential developments are not allowed on through lots, unless the lot also has a commercial or mixed use building on the lot facing West Main or East Main Streets. Only commercial or mixed use buildings may front on West Main and East Main Streets.

9. A setback of five (5) feet is required between any portion of a building (stand alone residential development) and the street right of way to which it is oriented.
10. There are no density limitations pertaining to the number of urban dwelling units located within a mixed use development or stand alone residential developments located within the CBD.
11. Ten (10) percent of the lot area associated with stand alone residential developments shall be developed as an on site green space/amenity area.
12. If curbing, guttering or sidewalks do not exist along the public right of way which abuts a lot upon which a new building, or an addition to an existing building, is to be developed, the developer shall be responsible for the installation of the curbing, gutters and sidewalk. Review and approval from the Blue Ridge Street Superintendent is required prior to the issuance of permits.
13. The number of occupants permitted to live/stay/rent or by any other means, occupy a dwelling unit, shall be determined by the Zoning Administrator and or the City Building Inspector. Applicable Georgia building development codes shall be used to determine occupancy loads.

MOUNTAIN REGIONAL LIBRARY SYSTEM

Mountain Regional Library • Fannin County Public Library • Towns County Public Library • Union County Public Library



Serving Georgia's Mountains since 1946

P O Box 159 - 698 Miller Street
Young Harris, Georgia 30582
Phone: (706) 379-3732 - FAX: (706) 379-2047
WWW.MOUNTAINREGIONALLIBRARY.ORG

Vince Stone
Director

DATE: 03/16/16

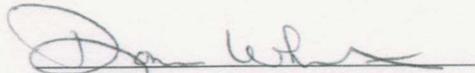
Patty Hampton
NAME OF TRUSTEE

PO Box 644
MAILING ADDRESS

Blue Ridge, GA 30513
CITY, STATE, ZIP CODE

706-632-5502
PHONE #

Was appointed by the Blue Ridge City Council to serve a term on the Fannin County Library Board of Trustees beginning July 1, 2016 and expiring on June 30, 2019


SIGNED

Mayor
TITLE

(Please send or fax a copy of this completed form to Vince Stone at the above address or fax number. Thank you!)

**CERTIFICATE OF APPOINTMENT OF THE FANNIN COUNTY PUBLIC LIBRARY
BOARD OF TRUSTEES OF THE CITY OF BLUE RIDGE, GEORGIA**

WHEREAS, the term of Linda Kiker as a member (will expire; has terminated by resignation; or ended due to his/her death) on June 30, 2016.

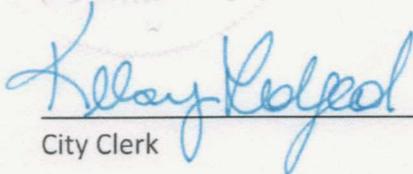
NOW THEREFORE, by virtue of my office as Mayor, the City of Blue Ridge Council appoints Patty Hampton to serve as a member for a three-year term, ending June 30, 2019.

IN WITNESS WHEREOF, I have hereunto signed by name as Mayor of the City of Blue Ridge, Georgia, and caused the official seal of the City of Blue Ridge, Georgia, to be affixed hereto this 12 day of April, 2016.



Mayor

ATTEST:

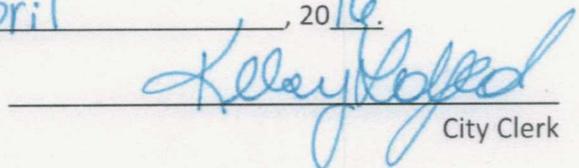


City Clerk

CERTIFICATE OF CITY CLERK

I hereby certify that the above and foregoing is a true and correct copy of the Certificate of Appointment of member of the Fannin County Public Library Board of Trustees of the City of Blue Ridge, Georgia, filed in the office of the City Clerk on the 12 day of April, 2016.

Approved by Council on 12 day of April, 2016.

(SEAL)



City Clerk

Stand-alone library information sheet

Resolution: The Fannin County Public Library Board of Trustees recommends that the Fannin County Board of Commissioners and the city councils designate \$2,500,000 toward a stand-alone public library (contingent upon the state matching \$2 million) and this money be designated in the 2016 SPLOST vote.

What a stand-alone library would mean to Fannin County

- Fannin County needs a bigger, stand-alone library to answer community needs.
- One of the things we get calls for all the time are meeting rooms. Whether it's a group or maybe just a one-on-one tutoring session, people call regularly asking if we have a reserveable meeting room. The only separate room we have is the genealogy research room, which needs to be available for the many people who come in to do genealogy or local history research. It's also a fairly small and cramped room, with maximum seating and oxygen for only about 12 people. So not only is it not reserveable, it is not an ideal space.
- We could also really use program rooms. If we are teaching a class on starting seeds, for example, which we'll be doing on March 17 to kickoff the seed exchange for the year, or having a local author come and do a signing, we realize that not everybody in the library came at this time to participate in that, but there's just not much we can do about it right now.
- Study rooms, or at least study carrels. I proctor exams, whether it's real estate certification, or college exams, and with the college opening up last year in our community that is going to increase. The only space we have where these test takers can be somewhat free from distractions is, again, the genealogy room. We have grade-school students and homeschool students frequently here studying or being tutored. With the University of North Georgia being in the area we can anticipate having college students as well. These students need places to study.
- The Genealogy Research Room gets treated as the catch all—currently we also have to have our computer classes in there, which isn't ideal by any means due to the size restrictions and the configuration. A new library would also include a separate computer lab. Right now the computers are right in the middle of the library, so we can't have a class with the patrons sitting in front of the computers without disrupting everyone else in the library.
- A separate children's area— I don't know if anybody's been in the library during storytime, but if you have been you know that the whole library comes to storytime, because there's not a separate space we can fit kids. And even not during storytime: children don't always know how to use their library voices. (Actually if I'm honest, a lot of adults don't either!) But if you've seen the children's area in Blairsville, for example, it's enclosed in glass, so you can see, but the noise is contained.
- Being out of the courthouse would also give our patrons, and those on courthouse business, more available parking! As you all know, we live in an area that has a higher than average share of seniors, who can't necessarily walk a half-mile up the street or across the park to get to the library. Thursdays is civil court day and that is the worst for parking, but we get calls every day for people who need to renew their books because they couldn't find a parking spot. When there is jury court during the week the parking situation can actually prevent children from making it to storytime.
- It wouldn't just free up the parking spaces for courthouse use, but it would also free up our 6,000 square feet of the building for use by the county for whatever they need.
- Also, while not a public function, but a need for us, is more storage space. Currently, we have very limited storage space. There's actually quite a bit that goes on behind the scenes even at our

library. We have all of the equipment and materials for processing, storytime craft supplies, shipping interlibrary loans, repairs, donations... and currently we have all that happening in one small room.

- With more space we could offer more programs and services and make the ones we already do offer better, more pleasant, more efficient.
- Our current space is just over 6,000 sq.ft. The state standard for new library construction is based on 0.6 square feet per population. Fannin's population is roughly 25,000 (which of course doesn't include all of our second-home population that also uses the library). Using the projected population growth for Fannin County that means the current state standard would be about 18,000 sq.ft.

Financial

- So how much are we looking at?
- We have a Capital Grant Outlay Application, signed by Chairman Simonds, submitted to the state in 2009, for county \$1,986,986 and state match \$2mil, for a total just shy of 4 million. However, that was 2009 prices. Renovation for our headquarters is budgeted at \$182.5 per foot. I talked with Nate Rall, the state Director of Facilities and Construction, and he suggested that for turnkey construction on a new library, he estimates at \$275/ft. So we'd be looking at somewhere in between there. We can reuse our current shelving and furniture so that would help. That's why the board has asked for 2.5 million from the SPLOST. But the application is still good and Mr. Rall assures me we are in good standing and that if we need to adjust the numbers that is not a problem.
- For the first million, the state actually pays \$900,000 to the first \$100,000 of Local money, and then it's 50/50 for the rest, with the state maxing out at 2 million.
- For FY2017, Fannin County is #19 on the state list. That gives us a couple years to build up our capital, but means that we do need to act now and have it in the works. This is a years-long process. For example, in Gilmer County, they voted for the local SPLOST in 2002. They got the state funding in 2006, and they moved in in 2008. So we're looking at about a 6-year timeline.
- Is the state money guaranteed? Again, I've talked to Nate Rall, and he does not indicate that there will be any problems. There are steps that we have to go through, and the expenditure has to be approved by the legislature. However, the state has been funding new library construction and renovation every year. Since 2005, 55 construction projects have been completed. Currently, our library system headquarters in Young Harris is being renovated. The Towns County and Union County libraries have been renovated within the last few years, and Gilmer County opened their new library in 2008. Counties all around us and all over the state are evidence that the state is spending money on library projects every year. Also, the state money comes from bond sales, not the general fund, so it's not as tied to the economy as some projects are. But even if it is, in February the House Appropriations Committee passed a budget recommendation that includes \$.35/capita for library materials, as well as more computer funding for libraries—we haven't had budgeted materials money from the state in years! So things are actually looking good there.
- Thinking that the state money isn't looking good therefore we shouldn't try on a local level is a trap that it would be fatal to fall into, because one of the things that they look for is local support. So if we say, state money isn't guaranteed, therefore we shouldn't try, then the state will say, oh well Fannin doesn't care, so we'll give the money to someone else. The state is going to give the money to somebody—they need to give it to us. Our community deserves a new library!
- People have also been asking who will pay for maintenance and utilities. Yes, we would be a separate building, but we would still be the Fannin County Public Library. It stands to reason that

maintenance and utilities would be a part of our budget just like they are at any other county facility, and just as they have always been, paid by the county. But it's not like this is going to happen next year; it will probably be at least 5 years until we are in a new building looking at staffing and paying the power bill.

- We are going to pass the SPLOST extension anyway. It's not going to be any more out of our pockets, and we've got a lot of tourist money going in there. For a big project like this, it seems like SPLOST is the best way to get that money.
- In short, we have legitimate reasons for wanting this new library, and it will be such an asset to our community. We've done our homework, with the community study and the plan put together in 2005. We're on the path, but we need SPLOST to make it happen.

**MTA Tennis Summer Camps for Youth
Summer 2016 - Proposed
Blue Ridge GA City Park (cont)**

When: Weekly camps starting Monday June and ending August

Daily session Monday - Thursday 9:00 am to 3:00 pm
Friday 9:00 - 12:00 Weekly Tournament

Who: Youth (boys and girls) ages 9 to 14

Where: Blue Ridge City Park Tennis Courts and Swimming Pool

Cost: \$100 weekly

Instructor:

Lori Brinson is a Certified USTA Tennis Professional with over 15 years experience.
Ms. Brinson is also current MTA League Coordinator.
Ms. Brinson will be assisted by a qualified assistant.

Why tennis ?

Tennis is a sport for life. It helps promote an active, healthy lifestyle for males and females of all ages. It is a relatively inexpensive sport, as limited equipment is needed and public courts are readily available. Youth tennis in particular is associated with high achievement and the development of a life skills set that can result in a successful adulthood.

Who is MTA ?

Mountain Tennis Association (MTA) is a volunteer-based 501(c)(3) non profit organization. As a USTA CTA (United States Tennis Association Community Tennis Association), MTA serves to promote and develop tennis in its designated 5 Georgia county area - Pickens, Gilmer, Fannin, Union and Towns. Among its primary activities is sponsorship and administration of the MTA Tennis League enjoyed by many tennis players throughout the southern Appalachian Mountains area.

More Tennis Camp specifics...

The proposed MTA Tennis Summer Camps for Youth would be conducted with up to 12 youth and with 2 instructors for each weekly session. The daily format would include:

- 9:00 to 11:30 - Group tennis & fitness training sessions
- 11:30 to 12:45 - Bring-your-lunch, swim (with lifeguard attendance) and relaxation
- 1:00 to 3:00 - Match play training sessions (scoring, sportsmanship, strategy, etc)
- 9:00 to 12:00 - Friday Tournament Doubles and Singles

The primary goal of this program is to introduce late elementary and middle school youth to the benefits and lifetime enjoyment of tennis. The focus will be on having fun while learning. Hopefully, many of these campers will choose to compliment their primary team sport with participation in more competitive after school tennis sessions that often lead to youth tournament play

MTA Tennis Summer Camps for Youth
Summer 2016 - Proposed
Blue Ridge GA City Park (cont)

and college scholarships. Frankly, because tennis is difficult and takes years to learn at a high level, this summer camp focus is on pre-high school youth. It is MTA desire to introduce an expanded after school tennis programs at Blue Ridge City Park starting this fall 2016. We would love to see Fannin County School's tennis teams compete favorably in the future with other area school teams.

Of course, MTA and Lori Brinson anticipate providing whatever liability releases are necessary at both the City level and at the camper level.

MTA would anticipate participation by the City of Blue Ridge in helping MTA to advertise and promulgate MTA Tennis Summer Camps for Youth by whatever means appropriate. All camper indications-of-interest would be directed to MTA's toll free telephone number, email, or website for follow up by MTA. MTA would be responsible for scheduling all camper sessions, obtaining all parental liability release forms and collecting all camper revenues payable to MTA. MTA anticipates sharing some of these camper revenues with the City of Blue Ridge as consideration for tennis court reservation privileges and for assistance in assuring that the courts are safe for tennis play.

MTA also requests that office space in the concession building be made available to MTA during park hours to provide space for Tennis Camp and other tennis-related administrative activities.

Ultimately, MTA believes the Blue Ridge City Park deserves more lighted tennis courts for both youth and adult play, as well as other court amenities including windscreens, new net cords, covered viewing areas, etc. However, it is currently MTA's strategy to help increase the quantity and quality of tennis programming at these City courts until overall demand for court usage is increased.

Kelsey,

I need to order treatment chemicals once again for the Water Plant. Below is a list and aprox. Cost of chemicals needed.

Alum-	120 50lb. bags @ \$.38 per lb.	= \$2,280.00
Lime-	100 50lb. bags @ \$.17 per lb.	= \$850.00
Fluoride-	30 50lb. bags @ \$1.34 per lb.	= \$2,010.00
Chlorine-	8 150lb. cylinders @ \$.77 per lb	= \$924.00
Phosphate-	3 342lb. barrels @ \$.85 per lb.	= \$872.00

Company – Industrial Chemical
1-800-476-2042

Thank You,
Tim Hawkins

CERTIFICATE OF ANALYSIS

Product: QUANTICHEM® 536

Lot Number: 160316

Date of Manufacture: 16-Mar-2016

Parameter	Result	Units	Min	Max
Specific Gravity at @ 20°C	1.39		1.36	1.42
pH (1% Solution)	6.2		5.5	6.5

Parameter	Typical	Units	Min	Max
Total Phosphate	35.0	%	33.0	37.0
Orthophosphate	10.5	%	8.7	12.8

Analyst: D. Brown



By: Lori Setchell

Lori Setchell
Quality Control Manager
615-224-6642

Carus Corporation
315 5th Street
Peru, IL 61354
www.caruscorporation.com

505-52-4430-3903 SANITATION PICK-UP	1,624	-	-	-
52 PURCHASED/CONTR SERVICES	23,327	21,935	21,900	26,400
53 SUPPLIES				
505-53-4430-1100 OFFICE SUPPLIES & EXPENSE	72	941	750	750
505-53-4430-1101 MATERIALS & SUPPLIES	1,576	863	500	500
505-53-4430-1102 CLEANING & PAPER SUPPLIES	367	188	500	500
505-53-4430-1210 WATER/SEWERAGE	384	307	500	500
505-53-4430-1230 ELECTRICITY	94,555	100,920	105,000	101,000
505-53-4430-1270 GASOLINE	-	473	1,500	6,500
505-53-4430-1280 CHEMICALS	25,899	23,767	28,000	28,000
505-53-4430-1600 SMALL EQUIPMENT	859	4,013	2,000	4,000
505-53-4430-1701 UNIFORMS	600	782	1,200	1,200
505-53-4430-2201 MAINT. BLDG&GROUNDS	25	159	500	500
505-53-4430-2202 MAINTENANCE EQUIPMENT	11,514	6,371	8,000	10,000
53 SUPPLIES	135,851	138,784	148,450	153,450
4430 WATER TREATMENT	\$ 342,498	\$ 398,473	\$ 391,046	\$ 413,964

ACCOUNT NUMBER/DESCRIPTION	ACTUAL	ACTUAL	AMENDED	BUDGET
	2013	2014	BUDGET	BUDGET
			2015	2016
4440 WATER DISTRIBUTION				
51 PERSONAL SER & EMP BENEFIT				
505-51-4440-1100 SALAIRES & WAGES	\$ 215,041	\$ 219,738	\$ 213,580	\$ 236,561
505-51-4440-1110 CAPTIALZIED SALARIES & WAGES	(1,549)	-	-	-
505-34-4440-1700 INDIRECT COST ALLOCATIONS	-	(19,610)	(19,673)	(104,827)
505-51-4440-2100 GROUP INSURANCE	85,858	80,140	98,245	98,188
505-51-4440-2200 FICA EXPENSE	15,736	15,526	16,339	18,060
505-51-4440-2400 RETIREMENT	15,298	15,590	13,438	11,984
505-51-4440-2700 WORKMEN'S COMP	11,102	14,124	14,120	11,004
505-51-4410-2901 MEDICAL PMTS FOR INJURIES	266	591	1,000	1,000
51 PERSONAL SER & EMP BENEFIT	341,752	326,099	337,049	271,970
52 PURCHASED/CONTR SERVICES				
505-52-4440-2110 GARBAGE PICKUP	1,452	2,172	2,000	2,000
505-52-4440-2202 MAINTENANCE EQUIPMENT	11,291	8,540	10,000	10,000
505-52-4440-2203 MAINTENANCE VEHICLES	-	-	200	200
505-52-4440-2320 RENTAL OF EQUIPMENT AND VEH	61	388	1,250	1,250
505-52-4440-3900 CONTRACTED SERVICES	35	1,984	1,500	1,500
505-52-4440-3902 GA CORRECTIONS (WD)	-	6,393	13,500	13,500
505-52-4440-3910 CONTRACT LABOR- PATCHING	36,080	39,311	25,650	25,650
52 PURCHASED/CONTR SERVICES	48,919	58,788	54,100	54,100
53 SUPPLIES				
505-52-4440-1100 OFFICE SUPPLIES & EXPENSE	-	36	-	100
505-53-4440-1101 MATERIALS & SUPPLIES	11,234	9,614	12,000	12,000
505-53-4440-1102 CLEANING & PAPER SUPPLIES	-	-	100	500
505-53-4440-1110 LINES & SYSTEM	158,964	140,252	100,000	100,000
505-53-4440-1120 MATERIALS & SUPPLIES- PATCHIN	-	-	500	500
505-53-4440-1121 MATERIALS & SUPPLIES- STONE	13,951	5,504	8,000	8,000
505-53-4440-1210 WATER/SEWERAGE	1,036	1,043	1,100	1,100
505-53-4440-1220 PROPANE GAS	801	997	1,000	1,000
505-53-4440-1230 ELECTRICITY	13,696	14,484	15,000	18,000
505-53-4440-1270 GASOLINE	23,161	27,787	23,000	21,500
505-53-4440-1600 SMALL EQUIPMENT	1,202	2,601	3,500	4,850
505-53-4440-1701 UNIFORMS	2,807	1,546	2,000	2,000

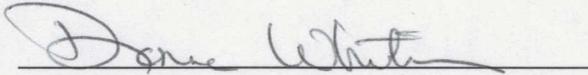
**CERTIFICATE OF APPOINTMENT OF THE PLANNING COMMISSION OF THE CITY OF BLUE RIDGE,
GEORGIA**

WHEREAS, the term of Donnie Gilliam as a member (will expire; has terminated by resignation; or ended due to his/her death) on April 12, 2016

NOW THEREFORE, by virtue of my office as Mayor, the City of Blue Ridge Council appoints Sandy Wilbanks to serve as a member for a four-year term, ending April 14, 2020.

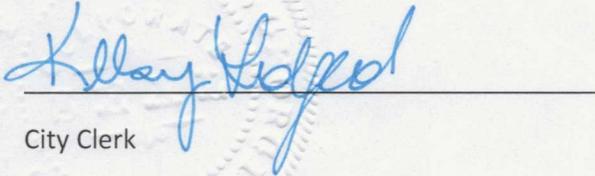
IN WITNESS WHEREOF, I have hereunto signed by name as Mayor of the City of Blue Ridge, Georgia, and caused the official seal of the City of Blue Ridge, Georgia, to be affixed hereto this

12 day of April, 2016.



Mayor

ATTEST:



City Clerk

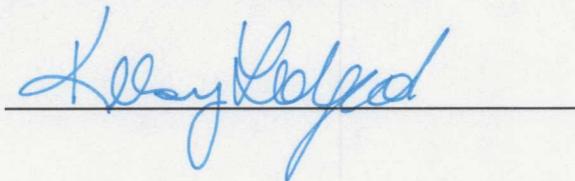
CERTIFICATE OF CITY CLERK

I hereby certify that the above and foregoing is a true and correct copy of the Certificate of Appointment of member of the Planning Commission of the City of Blue Ridge, Georgia, filed in the office of the City Clerk on the

12 day of April, 2016.

Approved by Council on 12 day of April, 2016.

(SEAL)
City Clerk



STATE OF GEORGIA
COUNTY OF FANNIN

THIS LEASE made this 1st day of May, 2016

between CITY OF BLUE RIDGE

having its principal office at 480 West First Street
Blue Ridge, Georgia 30513
(herein called "Landlord") and

Blue Ridge Scenic Excursions LLC
10060 Skinner Lake Drive
Jacksonville, FL 32246
(herein called "Tenant").

Premises and Terms

1. Landlord hereby leases to Tenant and Tenant hereby rents and leases from Landlord the entire railroad depot at 241 Depot Street, Blue Ridge, Georgia 30513, and the caboose sitting outside the depot; but excluding the surrounding deck (hereinafter called "Depot"), and being a part of the property more specifically described within that quit-claim deed recorded at Deed Book 246, pages 814-821 of the Fannin County, Georgia deed records, for an initial term to commence on the first day of May, 2016 and expire April 30, 2021 ("Initial Term"). Upon expiration of the Initial Term, Tenant shall have the option to renew this lease for an additional term of five (5) years ("Extended Term") by notifying Landlord in writing of its intent to so renew on or before the expiration of the Initial Term. The Initial Term and the Extended Term together are hereinafter referred to as the "Term".

Rent and Special Events

2. Tenant shall pay to Landlord at 480 West First Street, Blue Ridge, Georgia 30513 or at such other place as Landlord designates in writing without demand, deduction or set-off, rental for the first year of \$43,176.48, payable in equal monthly installments of \$3,598.04 in advance of the first day of each month during the Initial Term beginning May 1, 2016. At the end of the first year on April 30, 2017, and every year thereafter during the Initial Term and/or Extended Term, the annual rental shall be increased by 3 ½ % over the previous year's rate to reflected a cost of living increase. These rates are set forth on Exhibit A, attached hereto and made a part hereof. Except for a license fee, which is sometimes referred to as an occupational fee, Landlord agrees that during the Initial or Extended Term, neither Landlord nor any political subdivision of Landlord shall charge or assess against or impose upon Tenant any franchise fee, ticket fee or any other tax, fee or charge of any nature or kind in connection with this Lease or Tenant's related conduct of business in the City of Blue Ridge. Should Tenant attract a special event to the City of Blue Ridge during the Term, including (for example) Thomas the Tank or The Little Engine That Could, Landlord agrees, subject to the availability of the park, to lease the

entire downtown park to Tenant for use in connection with the special event at the rate prescribed in the City of Blue Ridge's ordinance which outlines the rental rates, rules and regulations for use of the City's park.

Tenant Risk

3. Landlord shall not be liable to Tenant for any theft of or damage to any personal property brought into the Depot by Tenant, its employees, agents, contractors, licensees, and invitees, except where such theft or damage results from affirmative acts of negligence.

Repairs/Utilities

4. Landlord will keep the Depot in tenable condition including maintenance of heat pump and the exterior of the Depot at Landlord's expense. Tenant shall be responsible for the interior decoration and maintenance of the Depot, including replacing all light bulbs. Tenant shall be responsible for prompt payment of all utilities, including electric, telephone and waste services, to the extent that they are metered separately. Landlord will keep the exterior of the Depot in tenable condition including at its expense providing maintenance of the roof, gutters, walls and the like; landscaping services; and paying the utility costs associated with exterior lighting and decorations.

Purpose

5. Tenant shall use and occupy the Depot solely for the purpose of handling reservations and ticketing for the rail excursion to be provided by Tenant and to sell railroad souvenirs and for no other purpose. Tenant's use of Depot shall not violate any ordinance, law or regulations of any governmental body. Moreover, Tenant agrees to conduct its business in the manner of and according to the generally accepted written or unwritten code of ethics or principals of the business profession in which Tenant is engaged, and in the case of a breach of this covenant, Tenant agrees that Landlord may terminate either this Lease or Tenant's right to possession hereunder by giving Tenant sixty (60) days' notice to vacate.

Destruction or Damages to Depot

6. If the Depot is totally destroyed (or so substantially damaged as to be untenable) by storm, fire, earthquake or other casualty, the Lease shall, at the option of either party, by giving notice with thirty (30) days of such destruction or damage, terminate as of the date of such destruction or damage, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Depot is damaged or is rendered wholly untenable by any such casualty and Landlord shall abate in proportion to the area of the Depot which cannot be used or occupied by Tenant as a result of such casualty and Landlord shall restore Depot within 120 days of the date of such casualty unless prevented from doing so for reasons beyond Landlord's control, in which event such restoration period shall be so extended. In no event shall rent abate if damage or destruction to the Depot is the result of negligence of Tenant, its agents or employees. Notwithstanding the foregoing, Tenant shall not be responsible for any pre-existing termite or

other pest damage in the Depot. Landlord will remedy and repair all termite or other pest infestations on a monthly basis as required.

Default

7. If Tenant defaults by failing to pay rent or other charges as due hereunder and does not cure such default within ten (10) days after receipt of written notice thereof; or if Tenant defaults in performing any other of Tenant's obligation hereunder and fails to cure default within thirty (30) days after written notice from Landlord; or if Tenant files for or is adjudicated as bankrupt; or if a permanent receiver is appointed for Tenant's property, including Tenant's interest in the Depot, and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if the Depot or Tenant's effects or interest therein should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, all rental and other charges then due or reserved herein shall immediately be due and payable to Tenant. Landlord may, at its option, at one or within six (6) months thereafter (but only during continuance of such default or condition) terminate this Lease by written notice to Tenant. Upon such termination by Landlord, Tenant will at once surrender possession of Depot to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the Depot and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry or detainer or other tort.

Re-Letting by Landlord

8. Landlord as Tenant's agent may, without termination of this Lease, upon Tenant's breach of this Lease as defined hereinabove, at Landlord's option, upon written notice to Tenant, rent the Depot at the best price obtainable by reasonable effort, without advertisement, and by private negotiations and for any term Landlord deems proper.

Early Termination

9. No termination of this Lease prior to the normal ending thereof by the lapse of time or otherwise shall affect Landlord's right to collect rent and all other charges due, by acceleration as provided above, or otherwise hereunder.

Assignment and Subletting

10. Tenant may not, without prior written consent of Landlord endorsed hereon (which consent shall not be unreasonably withheld), assign this Lease or any interest hereunder, or sublet the Depot or any part thereof, or permit the use of the Depot by any party other than the Tenant. Consent to one assignment or sublease shall not destroy or waive this provision, and all later assignments and subleases shall likewise be made only upon prior written consent of

Landlord. Subtenants or assignees shall become liable directly to Landlord for all obligations of Tenant hereunder with relieving Tenant's liability; provided that Landlord may, at its option, lease the whole or any portion of the Depot directly to Tenant's prospective subtenant or assignee, in which event Tenant shall be released from all liability with respect to the portion of Depot so leased.

Eminent Domain

11. If all of any substantial part of the Depot, or the land on which the Building stands or any estate therein is taken by virtue of eminent domain or is conveyed or leased in lieu of such taking, the Lease shall expire on the date when title shall vest, or the term of such lease shall commence, and any rent paid for any period beyond said date shall be repaid to Tenant. Widening of streets abutting the land which Building stands shall not affect this Lease, provided no part of Building is taken. Tenant shall be entitled to any part of any condemnation award or any payment in lieu thereof.

Entry

12. Provided Landlord gives Tenant prior notice, Landlord may enter Depot at reasonable hours to show Depot to mortgagees, or prospective purchasers or tenants, or to inspect the Depot, or to make repairs of Landlord under terms hereof or repairs to adjoining space within the Building. Such entry by Landlord shall not entitle Tenant to any rent abatement.

Subordination

13. This Lease shall be subject and subordinate to all underlying leases and to security deeds which may now or hereafter affect this Lease or the real property of which Depot from a part, and to all renewals, modifications, extensions, consolidations and replacements of such underlying leases and such security deeds. In confirmation of the subordination set forth in this Paragraph 13, Tenant shall at the request of Landlord or the holder of any underlying lease or security deed, execute and deliver such further instructions as may be desired by any holder of a security deed or by any Landlord under any such underlying lease.

No Waiver or Changes

14. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally.

Notice

15. Any notice by either party to the other shall be valid if in writing and shall be deemed to be duly given only if delivered personally or sent by the registered or certified mail addressed (a) if the Tenant, at the addresses set forth below, and (b) if the Landlord, at

Landlord's address set forth above, or at such other address for either party as that party may designate by notice to other; notice shall be deemed given, if delivered personally, upon delivery thereof, and if mailed, upon the mailing thereof.

Blue Ridge Scenic Excursions LLC
10060 Skinner Lake Drive
Jacksonville, FL 32246
Attn: David C. Eyermann

With Copy to:

Blue Ridge Scenic Excursions LLC
10060 Skinner Lake Drive
Jacksonville, FL 32246
Attn: Leean Greenwald

Successors and Assigns

16. The provisions of this Lease shall bind and ensure to the benefit of Landlord and Tenant, and their respective successors, legal representatives, and where permitted assigns, it being understood that the term "Landlord", as used in this Lease, means only the owner, or the Tenant for the time being of the land and Building of which Depot are a part, so that in the event of any sale or sales of said property or of purchaser, or the Tenant, as the case may be, has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder during the period such party has possession of the land and Building. Tenant shall be bound to any succeeding party Landlord for all terms, covenants and conditions hereof and shall execute any attornment agreement not in conflict herewith at the reasonable request of any succeeding party Landlord.

Entire Agreement and Enforceability

17. The Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. If any term or provision of this Lease shall be invalid or unenforceable, the remaining terms and provisions hereof shall be affected thereby, of the application of any term or such term or provision shall remain applicable as to those persons or circumstances to which it shall valid and enforceable, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Gender

18. The parties "Landlord", "Tenant" and Agent and pronouns related thereto, as used herein, shall include male, female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

No Estate in Land

19. It is understood and agreed that Tenant has only a usufruct under this Agreement, which is not subject to levy and sale, and that no estate shall pass out of Landlord to Tenant hereunder with Tenant rights to the use of the Depot being solely contractual. The Tenant shall not mortgage or pledge the property, lease or contract the property as security for any debt, or incur any encumbrance that could result in a lien or claim of lien against the property, or lease, or both.

Time is of the Essence

20. Time is of the essence in this Agreement.

Fire and Casualty Insurance

21. Either Landlord or Tenant may elect to insure their respective interests against loss by fire or other casualty, and shall be solely responsible for payment of premiums incurred for such insurance. Neither Landlord nor Tenant shall have any right or claim to proceeds of the other party should a compensable loss occur.

Public Liability Insurance

22. Tenant shall as a condition of this Lease carry public liability insurance on the Depot with an insurance company licensed by, and doing business in the State of Georgia, in an amount of not less than One Million (\$1,000,000) Dollars for single claim, Three Million (\$3,000,000) Dollars aggregate. Said policy of insurance shall name and include as a covered entity the City of Blue Ridge, a municipal corporation, as a named insured. It is further agreed that a copy of the original policy and all renewals shall be promptly furnished to the City of Blue Ridge. Failure to procure and maintain said insurance or to provide Landlord with a current policy shall be a condition of default of this Lease.

Indemnification

23. Tenant shall have sole responsibility for incurring liability for any injury to person or property caused by any act or omission of any person while on or in the Depot and agrees to indemnify and hold harmless the Landlord from any claim, suit, or demand made by any person. Further, the Tenant agrees to indemnify the Landlord and hold it harmless from any claim, suit, or demand arising out of any improvements to the Depot or any indebtedness or obligations incurred by the Tenant in making any such improvement to the Depot). The indemnification by Tenant of Landlord shall include any judgments, costs, claims, expenses, attorney's fees, and all other costs, fees, and assessments arising from any such claim or improvement related to the Depot.

WITNESS WHEREOF, the parties herein above hereunto set their hands and seals, in duplicate, the day and year first above written. The City of Blue Ridge has authorized entry into this Lease by Resolution duly adopted and recorded in the minutes.

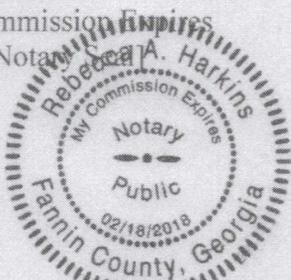
Signed, sealed and delivered
this 12 day of April,
2016 in the presence of:

Landlord: CITY OF BLUE RIDGE

Harold Henderson
Witness

Donna Whitener
Donna Whitener, Mayor

Rebecca A. Harkins
Notary Public
My Commission Expires
[Affix Notary Seal]



Attest:

Kelley Ledger
City Clerk (Seal)



Signed, sealed and delivered
this 12 day of April,
2016 in the presence of:

Tenant: BLUE RIDGE SCENIC
EXCURSIONS LLC

Tina C. Thompson
Witness

By: [Signature]
Office: PRESIDENT

Tammy S. Moore
Notary Public
My Commission Expires 2-3-19
[Affix Notary Seal]

Attest: [Signature]
Office: CFO

TAMMY S. MOORE
Notary Public, State of Florida
My Comm. Expires Feb. 3, 2019
Commission No. FF 188892

RDS/lc/2881(18)/W182566

EXHIBIT A

SCHEDULE OF ANNUAL RENTAL PAYMENTS

<u>YEAR ENDING</u>	<u>ANNUAL RENTAL</u>	<u>MONTHLY INSTALLMENTS</u>
Initial Term		
April 30, 2017	\$43,176.48	\$3,598.04
April 30, 2018	44,687.64	3,723.97
April 30, 2019	46,251.72	3,854.31
April 30, 2020	47,870.52	3,989.21
April 30, 2021	49,545.96	4,128.83
Extended Term		
April 30, 2022	\$51,280.08	\$4,273.34
April 30, 2023	53,074.92	4,422.91
April 30, 2024	54,932.52	4,577.71
April 30, 2025	56,855.16	4,737.93
April 30, 2026	58,845.12	4,903.76

Kelsey Ledford

From: carliehammond@bellsouth.net
Sent: Tuesday, April 12, 2016 4:28 PM
To: Donna@cityofblueridge.gov; Angie@cityofblueridge.gov; Bruce@cityofblueridge.gov; Rodney@cityofblueridge.gov; Rhonda@cityofblueridge.gov; Bruce@cityofblueridge.gov; Harold@cityofblueridge.gov
Cc: Good Sam Pastors Churches; Kelsey Ledford
Subject: Request for Immediate Stakeholders Meeting
Attachments: 061415 Concept Sketch Park dist to Council.jpg; 061415 Grill Info sent to Council.jpg; FOIA Reg for Stakeholders Mtg.jpg; April 12 2016 Agenda.docx

Rec'd by Curlye Hammond :

Dear Mayor and Council

There are folks in our community that are, and continue to be, concerned about the evolution of the downtown city park. It is one of the very few railway parks with open green space in the State of Georgia and needs to be preserved as such. Unfortunately, members of the Blue Ridge Garden Club who so valiantly fought to preserve the park have long since passed away.

Good Samaritans moved Labor Day Bar-B-Q from the Depot to the very most out of the way location in the park in order to accommodate the advent of the tourism train and to continue the interdenominational efforts to raise funds to serve the poor and needy of Fannin County. The Park was not ever broken and is not in need of fixing, yet it appears that much is changing without the input of groups and nonprofit organizations (stakeholders) that traditionally use the park. In addition to the individuals, families, churches and businesses that use the open space in the park, obvious stakeholders include Arts in the Park, the Library, Blues and Barbecue, Adventure Races and more recently, the Trout Festival.

As deemed able to do according to page 26 attached information from the Freedom of Information Act, will the Mayor and Council meet to review the park property with stakeholders and community folks to discuss their needs and desires and hear their suggestions. Per attached and as no action can be taken at such a special called meeting, can this meeting with free exchanges of information be held before moving forward with the current park activities?

Good Samaritans submitted the two additional attachments in June 2015 as well as several other letters to the Council but there has never been any feedback. Some of Good Sam's leadership team met with the Mayor and Rick Larosa in December. We were assured Good Sam would be consulted and would have input on plans for building an additional grill elsewhere in the park. Yet, latest version (thru grapevine not discussed with Good Sam) is to purchase a "pull behind grill" that could be moved with a truck andostensibly for use by many and fired by?? propane..... not affordable alternative to feed 2500-3000 meals!

To put all rumors aside and to deal directly with stakeholders in the community, we beseech the Council to halt current operations and hold a special called meeting with the stakeholders as soon as possible.

Thank you to the Council for their consideration of above meeting

Respectfully submitted by

Carlie Hammond CEO
Good Samaritans of Fannin County

Attachments as above:

Pg 26 GA's Sunshine Law Citizen's Guide to Open Government

061415 Concept Sketch of Park Section

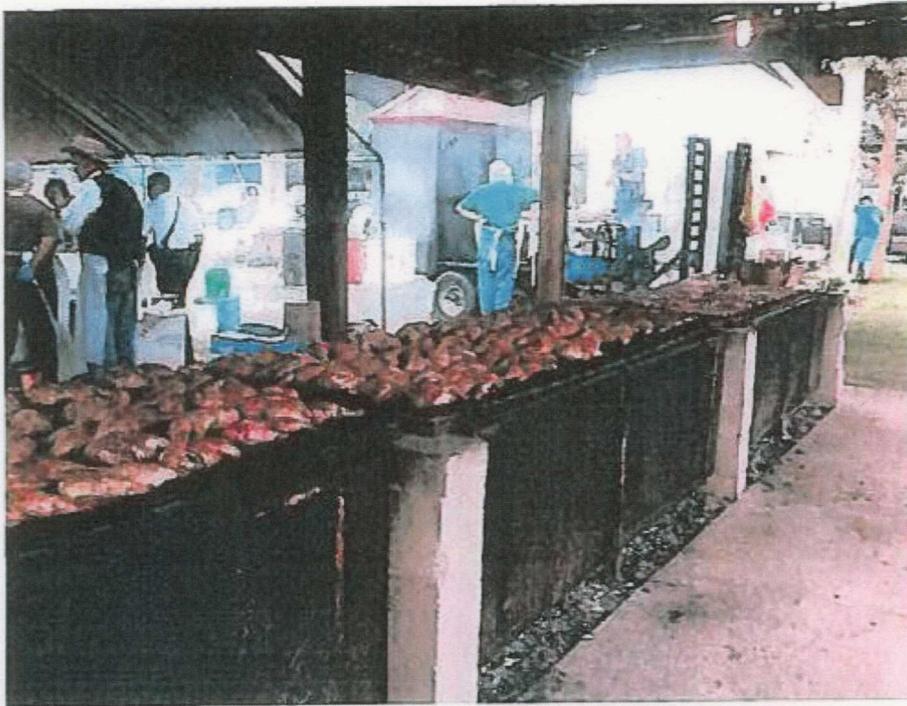
061415 Commentary regarding BBQ Grill provided by Chief Chef Antonio Aiello (who was also assured would be consulted in building new grill)

Note: Good Samaritans and the community at large are asked to be in prayer for the Blue Ridge City Council meeting tonight at 6 p.m. Come if you can but also Pray now for their wisdom and utmost consideration of the needs of all park stakeholders in planning changes. Thank you for considering community support. If you would like to submit your personal or group comments, you can use the new city emails above and/or call City Hall at 706 632 6122 to register your comments. Some folks continue to say that Carlie is the only one who is concerned about keeping the grill and as your spokesman and CEO, I have been the front man.....but the Mayor and Council need to hear from as many of you as possible as soon as possible!

Carlie Hammond
cell/v.m. 706.455.3818
carliehammond@bellsouth.net

*American Wholesale Print Shop
5756 Appalachian Highway
Blue Ridge Georgia 30513
706.632.6122 awprint@tds.net
~*

NOTES REGARDING OPERATION AND FUNCTION OF THE EXISTING GRILL IN THE SOUTH END OF THE PARK



SIZE: 40 foot x 4 ft or 160 sf grill area

3 of 4 bays shown here

DOORS: Open to house the coals and retain heat

Six or more cords of hardwood donated to make coals provides LDBBQ unique flavor for 30+ years

Adjacent fire pit for coal production and manually shoveled to the grill

80+ volunteers are needed to safely man 22 hour grilling effort

Grill is loaded from 8pm to 4pm (20 hours of grilling!!!)

Blue Ridge Manufacturing built Good Sam a 10x10x6 foot Hot Box

Summit Construction provides smoker for beans and Grilling Gangsters smokes butts for pulled pork sandwiches

Food Safety and Sanitation is critical to operations and consistency is especially important in an all-volunteer organization. Our cooks invite you- join us in the railway park for a traditional hardwood grilled Labor Day Bar-B-Q



Appendix 2

THE OPEN AND PUBLIC MEETINGS LAW

§ 50-14-1. Meetings of departments, agencies, boards, etc., to be open to public; notice of meetings and agenda

- (a) As used in this chapter, the term:
- (1) "Agency" means:
 - (A) Every state department, agency, board, bureau, office, commission, public corporation, and authority;
 - (B) Every county, municipal corporation, school district, or other political subdivision of this state;
 - (C) Every department, agency, board, bureau, office, commission, authority, or similar body of each such county, municipal corporation, or other political subdivision of the state;
 - (D) Every city, county, regional, or other authority established pursuant to the laws of this state; and
 - (E) Any nonprofit organization to which there is a direct allocation of tax funds made by the governing body of any agency as defined in this paragraph which constitutes more than 33 1/3 percent of the funds from all sources of such organization; provided, however, that this subparagraph shall not include hospitals, nursing homes, dispensers of pharmaceutical products, or any other type organization, person, or firm furnishing medical or health services to a citizen for which they receive reimbursement from the state whether directly or indirectly; nor shall this term include a subagency or affiliate of such a nonprofit organization from or through which the allocation of tax funds is made.
 - (2) "Executive session" means a portion of a meeting lawfully closed to the public.
 - (3) (A) "Meeting" means:
 - (i) The gathering of a quorum of the members of the governing body of an agency at which any official business, policy, or public matter of the agency is formulated, presented, discussed, or voted upon; or
 - (ii) The gathering of a quorum of any committee of the members of the governing body of an agency or a quorum of any committee created by the governing body, at which any official business, policy, or public matter of the committee is formulated, presented, discussed, or voted upon.
 - (B) "Meeting" shall not include:
 - (i) The gathering of a quorum of the members of a governing body or committee for the purpose of making inspections of physical facilities or property under the jurisdiction of such agency at which no other official business of the agency is to be discussed or official action is to be taken;



GEORGIA FIRST
AMENDMENT
FOUNDATION

A Citizen's Guide to Open Government

Office of the Georgia Attorney General

Sam Chiles

Attorney General

in cooperation with the
Georgia First Amendment Foundation
and the Georgia First Amendment

First Edition 2014