

Mayor
Rhonda Haight

City Council
Angie Arp, Mayor Pro Tempore
Jack Taylor
Christy Kay
Bill Bivins
William Whaley



City Administrator
Eric M. Soroka

City Clerk
Amy Mintz

City Attorney
Chuck Conerly

City of Blue Ridge
City Council Meeting Agenda
November 14, 2023

6:00 p.m.

Blue Ridge City Hall

480 West First Street

Blue Ridge, Ga 30513

- 1. Call Meeting to Order**
- 2. Prayer and Pledge of Allegiance**
- 3. Approval of Minutes from Previous Meeting**
 - a. October 17, 2023 – Council Meeting
- 4. Approval of Agenda or Motion to Amend Agenda (if applicable)**
- 5. Presentations**
 - a. Veterans Recognition of Blue Ridge Police Officers for Military Service (Chief Stuart)
 - b. Challenge Coin Presentation (Chief Stuart)
- 6. Consent Agenda**
 - a. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE, STATE OF GEORGIA, TO ENTER INTO A LOAN AGREEMENT NO. DW2023032 WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$600,000.

Our Mission Statement

Our mission is to enrich the quality of life in Blue Ridge for all our citizens. We pledge to work in partnership with our residents, all stake holders and the Fannin County government to protect, preserve and secure the quaintness of our small-town community and to enhance the natural beauty of our environment.

- b. A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE, STATE OF GEORGIA, TO ENTER INTO A LOAN AGREEMENT NO. DW202331 WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$350,000.
- c. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA APPROVING THE CONTRACT AND AGREEMENT BETWEEN FANNIN COUNTY CHAMBER OF COMMERCE, INC. AND THE CITY OF BLUE RIDGE; AUTHORIZING THE MAYOR ON THE CITY'S BEHALF TO EXECUTE THE ATTACHED AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

7. Action Agenda Items (Items Requiring the Approval of the City Council)

- a. DISCUSSION AND ACTION REGARDING PLANNING COMMISSION'S RECOMMENDATION ON HOUSING AUTHORITY'S REZONING APPLICATION OF 4.10 ACRES FROM MEDIUM DENSITY RESIDENTIAL (R-2) TO HIGH DENSITY RESIDENTIAL (R-3).
- b. A ZONING ORDINANCE/ACTION AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING A PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL BR03-030 OWNED BY THE HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE AND BEING APPROXIMATELY 4.10 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN THE DEED(S) ATTACHED HERETO AND INCORPORATED BY REFERENCE INTO THIS ZONING ORDINANCE ("PROPERTY"), AND REZONING THE PROPERTY FROM MEDIUM DENSITY RESIDENTIAL ("R-2") TO HIGH DENSITY RESIDENTIAL ("R-3"); REPEALING CONFLICTING ZONING ORDINANCES APPLICABLE TO THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE

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DATE; AND FOR OTHER PURPOSES.

- c. A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO ADOPT A BUDGET FOR ALL FUNDS OF THE CITY FOR THE CALENDAR YEAR 2024; TO ADOPT THE BUDGET ATTACHED TO THIS RESOLUTION AND WITH SAID BUDGET FOR ALL FUNDS INDICATING THE SUM OF ESTIMATED REVENUES, AS WELL AS THE SUM OF EXPECTED EXPENDITURES; TO PROVIDE FOR A BALANCED BUDGET FOR THE 2024 FISCAL YEAR; TO PROVIDE THAT NOTHING CONTAINED WITHIN THIS BUDGET RESOLUTION, AS WELL AS THE ATTACHED PROPOSED BUDGET, SHALL PRECLUDE THE CITY COUNCIL OF BLUE RIDGE FROM AMENDING ITS BUDGET DURING THE 2024 FISCAL YEAR SO AS TO ADAPT TO CHANGING GOVERNMENTAL NEEDS DURING THE BUDGET PERIOD; AND FOR OTHER PURPOSES.

8. Discussion Agenda Items

9. Reports

10. Public Comment

Do not misconstrue this as a question-and-answer session with the Mayor/Council. Limit 3 minutes per person. Please state name and address before comments. All comments should be addressed to the Mayor.

11. Executive Session (If Needed)

12. Adjournment

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Mayor
Rhonda Haight

City Council
Angie Arp, Mayor Pro Tempore
Jack Taylor
Christy Kay
Bill Bivins
William Whaley



City Administrator
Eric M. Soroka

City Clerk
Amy Mintz

City Attorney
Chuck Conerly

City of Blue Ridge
City Council Meeting
Minutes

October 17, 2023

6:00 p.m.

Blue Ridge City Hall

480 West First Street

Blue Ridge, Ga 30513

1. Call Meeting to Order

Mayor Rhonda Haight called the meeting to order at 6:00 PM. Present were Mayor Rhonda Haight, Council Members William Whaley, Angie Arp, Jack Taylor, Christy Kay, Bill Bivins, City Attorney Chuck Conerly, City Administrator Eric Soroka and City Clerk Amy Mintz.

2. Prayer and Pledge of Allegiance

Led by Council Member Whaley.

3. Approval of Minutes from Previous Meeting

- a. September 19, 2023 – Council Meeting

A motion to approve was offered by Council Member Whaley, seconded by Council Member Bivins, passed unanimously.

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

A motion to approve was offered by Council Member Taylor, seconded by Council Member Whaley, passed unanimously.

5. Public Hearings

City Administrator explained the following to be voted on:

- a. A ZONING ORDINANCE/ACTION AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING TWO PARCELS OF LAND WITHIN THE CITY

OF BLUE RIDGE, BEING TAX PARCELS BR01 031E AND BR01-31F OWNED BY BILLAL JAVAID, NAVEED TAYYAB, AND SUBHA CORPORATION AND BEING APPROXIMATELY 2.79 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN THE DEEDS ATTACHED HERETO AND INCORPORATED BY REFERENCE INTO THIS ZONING ORDINANCE ("PROPERTY"), AND REZONING THE PROPERTY FROM MANUFACTURING ("M-1") TO GENERAL COMMERCIAL ("C-2"); REPEALING CONFLICTING ZONING ORDINANCES APPLICABLE TO THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES. **(SECOND READING) BR2023-23**

A motion to adopt was offered by Council Member Taylor, seconded by Council Member Whaley, passed unanimously. Adopted as Ordinance BR2023-23.

City Administrator explained the following to be voted on:

- b. AN ORDINANCE TO THE AD VALOREM TAX RATE FOR THE CITY OF BLUE RIDGE, GEORGIA FOR THE CALENDAR YEAR OF 2023 AND THE 2024 FISCAL YEAR FOR SAID CITY OF BLUE RIDGE; TO LEVY SAID TAX UPON ALL PROPERTY SUBJECT TO TAXATION BY THE CITY OF BLUE RIDGE, GEORGIA; TO PROVIDE FOR THE TIME OF PAYMENT OF SAID TAXES; TO PROVIDE FOR INTEREST AND PENALTIES FOR THE FAILURE TO PAY TAXES; TO PROVIDE FOR AN ADMINISTRATIVE PROCEDURE FOR THE COLLECTION OF DELINQUENT AD VALOREM TAXES FOR YEARS PRIOR TO 2023; TO REPEAL CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT; AND FOR OTHER PURPOSES. **(SECOND READING) BR2023-24**

A motion to adopt was offered by Council Member Whaley, seconded by Council Member Taylor, passed unanimously. Adopted as Ordinance BR2023-24.

6. Consent Agenda

None.

7. Action Agenda Items (Items Requiring the Approval of the City Council)

City Administrator explained the following to be voted on:

- a. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA ADOPTING THE ALCOHOL BEVERAGE LICENSE FEE SCHEDULE ATTACHED AS EXHIBIT "A" AND PROVIDING AN EFFECTIVE DATE. **BR2023-10**

A motion to adopt was offered by Council Member Bivins, seconded by Council Member Whaley, passed unanimously. Adopted as Resolution BR2023-10.

Engineer Matt Smith explained the following to be voted on:

- b. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA AWARDING AND LETTING BID/CONTRACT FOR C&S PROJECT No. B7970.48, INDUSTRIAL PARK ROAD LIFT STATION REPLACEMENT, TO NORTH GEORGIA PIPELINE, INC. AT THE NEGOTIATED BID PRICE OF \$3,243,362.20; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NOTICE OF AWARD AND ASSOCIATED CONTRACTS; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS FOR SAID BID AWARD; AND PROVIDING FOR AN EFFECTIVE DATE. **BR2023-28**

A motion to adopt was offered by Council Member Taylor, seconded by Council Member Bivins, passed unanimously. Adopted as Resolution BR2023-28

8. Discussion Agenda Items

None.

9. Reports

None.

10. Public Comment

Do not misconstrue this as a question-and-answer session with the Mayor/Council. Limit 3 minutes per person. Please state name and address before comments. All comments should be addressed to the Mayor.

None.

11. Executive Session (If Needed)

A motion to enter into executive session was offered by Council Member Taylor, seconded by Council Member Whaley, passed unanimously. Entered into executive at 6:14 PM.

A motion to adjourn executive session was offered by Council Member Whaley, seconded by Council Member Taylor, passed unanimously. Executive adjourned at 6:26 PM.

A motion to hire a Finance Director was offered by Council Member Whaley, seconded by Council Member Taylor, passed unanimously.

12. Adjournment

Mayor Haight adjourned the meeting at 6:27 PM.

Mayor, Rhonda Haight

City Clerk, Amy Mintz

Date

City Council Meeting Agenda Submittal

MEETING DATE: 11/14/2023

AGENDA NO: 6a

AGENDA ITEM:

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE, STATE OF GEORGIA, TO ENTER INTO A LOAN AGREEMENT NO. DW2023032 WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$600,000.

BACKGROUND:

The City was offered a \$600,000 loan from GEFA to rehabilitate the Eagle's Nest booster pump station. This project is included in the City's Five-Year Capital Budget. The state recently notified the City that the loan offers 50% principal forgiveness instead of the original 25%. The interest rate on the loan is 1.97% and the annual debt service is \$26,580.

RECOMMENDATION:

It is recommended that the City Council approve the agreement.

ATTACHMENT (S):

Resolution No: BR2023-30 and Agreement,

APPROVED:



Mayor



City Administrator

RESOLUTION NO. BR2023-30

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE,
STATE OF GEORGIA, TO ENTER INTO A LOAN AGREEMENT NO. DW2023032
WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN AN AMOUNT
NOT TO EXCEED \$600,000**

WHEREAS, the governing body of the City of Blue Ridge, Georgia (the "Borrower") has determined to borrow an amount not to exceed **\$600,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented at this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented at this meeting.

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Rhonda Haight

Mayor

Amy Mintz

City Clerk

ADOPTED this ____ day of _____, 2023.

MAYOR AND CITY COUNCIL OF BLUE RIDGE

Mayor, City of Blue Ridge

Clerk, City of Blue Ridge



Brian P. Kemp
Governor

Hunter Hill
Executive Director

August 22, 2023

Mr. Eric Soroka
City Administrator
City of Blue Ridge
480 West First St
Blue Ridge, GA 30513

Re: City of Blue Ridge – Loan No. DW2023032

Dear Mr. Soroka:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of \$600,000 on August 22, 2023. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Principal Forgiveness Funding. Contingent upon the award and terms of the Drinking Water State Revolving Fund capitalization grant from the U.S. Environmental Protection Agency, this project will be eligible to receive principal forgiveness. Please take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of ~~\$150,000~~^{309,000}, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$7,500 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website.



The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.

4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$2,215.20 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1039 or jcherry@gefa.ga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cherry". The signature is fluid and cursive, with a large loop at the end.

Jamelle Cherry
Project Manager

Enclosures

cc: Matthew Smith/ Carter & Sloope Engineering

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.



- Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

- 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms. In the case of principal forgiveness projects, the dollar values in the 8038-G form and the Tax Certificate reflect only the "unforgiven" amount of the loan (full amount minus principal forgiveness) when fully disbursed and differ from the values specified in the body of the loan agreement and the promissory note.

- Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf

- Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.



Brian P. Kemp
Governor

Hunter Hill
Executive Director

Recipient Execution Checklist

Borrower Name: CITY OF BLUE RIDGE Loan Number: DW2023032

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by FEBRUARY 22, 2024, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

_____ **(2) Loan Agreements**

- Both loan agreements are signed and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

- Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

- Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

_____ **Promissory Note**

- Signed, dated, and marked with the borrower's seal

_____ **IRS 8038-G Form**

- Sections #3a, #3b, #10a, and #10b are completed
- Signed and dated by the mayor, chairman, sole commissioner, or director

_____ **Tax Certificate**

- Signed, dated, and marked with the borrower's seal

_____ **Signature Card**

- Completed, box checked, attested (not one of the signers), and dated

_____ **Vendor Authorization for ACH Electronic Funds Transfer**

- Completed, signed, and dated with a voided check/deposit ticket attached

_____ **Letter from Borrower's Auditor**

- GEFA project manager will provide a template.

_____ **Project Performance Worksheet**

- <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>



**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") of 20____, by and between **CITY OF BLUE RIDGE**, a Georgia political (the "**Borrower**"), whose address for purposes of **WEST FIRST STREET, BLUE RIDGE, GA 30513**, and the **REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, /

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1. **Background** - The Lender desires to loan to the Borrower **SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$600,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **DECEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$600,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term

shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. Conditions to the Loan - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an "**Advance**"), the following conditions shall have been fulfilled to the Lender's satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the "**Credit Documents**") shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of

the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **FEBRUARY 22, 2024**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto due and lawful as of the date first above written.

CITY OF BLUE RIDGE



Approved as to form:

By: _____
Borrower's Attorney



Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING FUND,
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**



Signature: _____
Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

This project consists of improvements to the existing Eagles Nest booster pump station, installation of SCADA equipment, electrical control upgrades, and other related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

ITEM	TOTAL	DWSRF
Construction	\$495,000	\$495,000
Contingency	49,000	49,000
Engineering & Inspection	56,000	56,000
Administrative/Legal	-	-
TOTAL	\$600,000	\$600,000

*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

ACTION	DATE
Plans & Specs Submitted to EPD	NOVEMBER 2023
Bid Opening	DECEMBER 2023
Notice to Proceed	FEBRUARY 2024
Completion of Construction	AUGUST 2024

SPECIMEN PROMISSORY NOTE

\$600,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the “**Borrower**”) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the “**Lender**”) at the Lender’s office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$600,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 71/100 PERCENT (1.71%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **DECEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the “**Amortization Commencement Date**”). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the “**Maturity Date**”).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender’s late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

CITY OF BLUE RIDGE

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.

II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.

III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.

IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.

V. Sealed bids, with a public bid opening, are required.

VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.

VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.

VIII. The Borrower must require 100 percent payment and performance bonds.

IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Contingent upon the award of the Drinking Water State Revolving Fund capitalization grant funding from the United States Environmental Protection Agency (EPA) with provisions for the award of principal forgiveness, and the EPA issues Drinking Water State Revolving Fund capitalization grant funding in an amount equal to or greater than the funding awarded the Lender in fiscal year 2023, and contingent upon the terms and conditions for the award of principal forgiveness contained within the capitalization grant funding agreement between the Lender and EPA, this Borrower will be eligible to receive principal forgiveness up to **\$150,000** for the project described in Exhibit A of the loan agreement between the Lender and Borrower.

The principal forgiveness will be applied as a principal reduction in proportion to advances previously made. Any remaining principal forgiveness will be allocated to future advances, if funds have not been fully drawn or the project is not complete. If the Lender does not receive a federal award authorizing principal forgiveness, the Borrower will be subject to repay the full amount of funds advanced.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contract;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when; and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Borrowers receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

FINANCIAL COVENANTS

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

Contingent upon the award of the Drinking Water State Revolving Fund capitalization grant funding from the United States Environmental Protection Agency (EPA) with provisions for the award of principal forgiveness, and the EPA issues Drinking Water State Revolving Fund capitalization grant funding in an amount equal to or greater than the funding awarded the Lender in fiscal year 2023, and contingent upon the terms and conditions for the award of principal forgiveness contained within the capitalization grant funding agreement between the Lender and EPA, this Borrower will be eligible to receive principal forgiveness up to **\$150,000** for the project described in Exhibit A of the loan agreement between the Lender and Borrower.

The principal forgiveness will be applied as a principal reduction in proportion to advances previously made. Any remaining principal forgiveness will be allocated to future advances, if funds have not been fully drawn or the project is not complete. If the Lender does not receive a federal award authorizing principal forgiveness, the Borrower will be subject to repay the full amount of funds advanced.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF BLUE RIDGE** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DW2023032**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.
2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.
3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.
4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.
5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023032

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

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$600,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

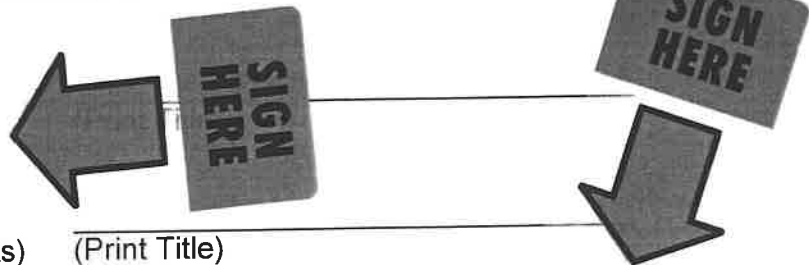
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borrower that the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transaction contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

(Signature of Person to Attest Documents)

(Print Title)



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

Dated: _____

date 1/15/11

Secretary/Clerk

(SEAL)

City Council Meeting Agenda Submittal

MEETING DATE: 11/14/2023

AGENDA NO: 6b

AGENDA ITEM:

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE, STATE OF GEORGIA, TO ENTER INTO A LOAN AGREEMENT NO. DW2023031 WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$350,000.

BACKGROUND:

The City was offered a \$350,000 loan from GEFA to rehabilitate the Mountain Tops booster pump station. This project is included in the City's Five-Year Capital Budget. The loan offers 50% or \$175,000 principal forgiveness and is for twenty years. The interest rate on the loan is 1.97% and the annual debt service is \$10,134.


RECOMMENDATION:

It is recommended that the City Council approve the agreement.

ATTACHMENT (S):

Resolution No: BR2023-29 and Agreement,

APPROVED:



Mayor



City Administrator

RESOLUTION NO. BR2023-29

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE,
STATE OF GEORGIA, TO ENTER INTO A LOAN AGREEMENT NO. DW2023032
WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN AN AMOUNT
NOT TO EXCEED \$350,000**

WHEREAS, the governing body of the City of Blue Ridge, Georgia (the "Borrower") has determined to borrow an amount not to exceed **\$350,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented at this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented at this meeting.

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

Rhonda Haight

Mayor

Amy Mintz

City Clerk

ADOPTED this ____ day of _____, 2023.

MAYOR AND CITY COUNCIL OF BLUE RIDGE

Mayor, City of Blue Ridge

Clerk, City of Blue Ridge



Brian P. Kemp
Governor

Hunter Hill
Executive Director

August 22, 2023

Mr. Eric Soroka
City Administrator
City of Blue Ridge
480 West First St
Blue Ridge, GA 30513

Re: City of Blue Ridge – Loan No. DW2023031

Dear Mr. Soroka:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Drinking Water State Revolving Fund loan in the amount of \$350,000 on August 22, 2023. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

Carefully read the loan agreement, promissory note and all related documents before completing, signing and returning them. We are happy to answer questions that you may have. Based on the questions we most commonly receive we've prepared the following list of important terms for your convenience.

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of \$175,000, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$4,375 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website.



The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.

4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$844.46 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement.

If you have any questions, please contact me at 404-584-1039 or jcherry@gefa.ga.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Cherry". The signature is fluid and cursive, with a large loop at the end.

Jamelle Cherry
Project Manager

Enclosures

cc: Matt Smith / Carter & Sloop (w/o enclosures)

DOCUMENTS AND INFORMATION NEEDED FOR LOAN EXECUTION

As part of our efforts to promptly make funds available to borrowers and to manage lending capacity efficiently, we require that each borrower execute their loan agreement within six months of approval by the board of directors of the Georgia Environmental Finance Authority (GEFA). In order to execute these loan documents in a timely manner, please utilize the checklist below and follow the instructions provided therein.

- Loan Agreement. Two copies of the loan agreement are enclosed. Each copy is an original counterpart and each must be executed. **Do not** fill in the date on page one of the loan agreement. Have the appropriate official sign each loan agreement and the appropriate person attest the signature. Once signed, return **both** loan agreements with the other documents to GEFA for execution. We will return your counterpart to you. **Do not sign the "specimen" promissory note in Exhibit B of the loan agreement.**
- Exhibit E – Opinion of Borrower's Attorney. Exhibit E is a sample letter that must be prepared by the borrower's attorney on the attorney's letterhead. This letter ensures that the documents have been properly reviewed. On the signature page of the loan agreement (page 14) and the signature page of the promissory note, the borrower's attorney must also sign on both documents where indicated "Approved as to form."
- Exhibit F – Resolution of Governing Body. This resolution must be passed at a meeting of the borrower's governing body. It authorizes one chief elected official of the borrower to sign and another official of the borrower to attest both copies of the loan agreement, the promissory note, and any related documents necessary to execute the loan agreement.
- Promissory Note (blue paper backing). The note, as now drafted, assumes that all dates and dollar amounts found in Exhibit A are correct. The promissory note must be signed, dated, and returned to GEFA prior to a draw being approved. A specimen of this note is located in Exhibit B of the loan agreement. **Do not** sign the specimen note found in Exhibit B.
- Signature Card (blue card stock). All draw requests must be signed by a designated official(s) of the borrower. It is the borrower's option to decide who signs and how many signatures are required. On this blue card, you may designate up to four individuals and indicate whether one or two signatures are required. Draws will not be processed without the appropriate signature(s); therefore, we suggest that more than one person be authorized to sign the draw form. The attesting signature at the bottom of the card must **not** be from an individual who is being given authorization to sign a drawdown request.



- Authorization Agreement for ACH Credits and Debits. This form designates the financial institution, the routing number, and account number to which GEFA will transfer funds. This form also provides GEFA the information needed to initiate the electronic debit transactions for the origination fee and other fees that may be charged from time to time in accordance with the loan agreement. The borrower's federal employer identification number (EIN) should be included on this form. Return the completed form with a voided check or deposit slip for account number verification.

- 8038-G and Tax Certificate. Complete, sign and attest as required the 8038-G form for Tax-Exempt Governmental Obligations and tax certificate. Refer to the enclosed sheet for further instructions concerning the completion of these forms. In the case of principal forgiveness projects, the dollar values in the 8038-G form and the Tax Certificate reflect only the "unforgiven" amount of the loan (full amount minus principal forgiveness) when fully disbursed and differ from the values specified in the body of the loan agreement and the promissory note.

- Accountant's Letter. Your accountant should complete the enclosed form of the accountant's letter. This letter should cover: (1) all completed annual audits and (2) the period starting immediately after the last annual audit through the most recent interim operating statements. A copy is also available on GEFA's website at:
http://gefa.georgia.gov/sites/gefa.georgia.gov/files/related_files/document/Accountants-Letter.pdf

- Project Performance Worksheet. Use the following link to enter the project-related information: <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>. Read the instructions prior to completing this project performance worksheet.



Recipient Execution Checklist

Borrower Name: City of Blue Ridge Loan Number: DW2023031

For your convenience, this checklist will help you complete all pertinent documents that must be returned to GEFA for execution. Please **initial** each item below to verify the items are completed. Please return this initialed checklist with your executed loan documents by February 22, 2024, the contract execution expiration date as outlined in item (13)(d) of the loan agreement.

_____ **(2) Loan Agreements**

- Both loan agreements are signed and marked with the borrower's seal

_____ **Exhibit E: Opinion of Borrower's Counsel**

- Signed, dated, and on the attorney's letterhead

_____ **Exhibit F: Resolution of Governing Body**

- Signed, dated, and marked with the borrower's seal. **This resolution authorizes the signer and attestor. The same people must sign all the documents.**

_____ **Promissory Note**

- Signed, dated, and marked with the borrower's seal

_____ **IRS 8038-G Form**

- Sections #3a, #3b, #10a, and #10b are completed
- Signed and dated by the mayor, chairman, sole commissioner, or director

_____ **Tax Certificate**

- Signed, dated, and marked with the borrower's seal

_____ **Signature Card**

- Completed, box checked, attested (not one of the signers), and dated

_____ **Vendor Authorization for ACH Electronic Funds Transfer**

- Completed, signed, and dated with a voided check/deposit ticket attached

_____ **Letter from Borrower's Auditor**

- GEFA project manager will provide a template.

_____ **Project Performance Worksheet**

- <https://georgiaenvironmentalfinanceauthority.quickbase.com/db/bjnv3ccc5?a=nwr>



**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

CITY OF BLUE RIDGE

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated 20____, by and between **CITY OF BLUE RIDGE**, a Georgia municipality (the "**Borrower**"), whose address for purposes of this Agreement shall be **WEST FIRST ST, BLUE RIDGE, GA 30513**, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be **47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334**.

**DO NOT
DATE THIS
PAGE**

1. **Background** - The Lender desires to loan to the Borrower **THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$350,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

2. **Loan** - Subject to the terms and conditions of this Agreement, the Lender agrees to make the following loan or loans (collectively, the "**Loan**") available to the Borrower:

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$350,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

(b) The Lender's commitment in paragraph (a) above to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the Fund and from no other source of funds, including other funds of the Lender.

(c) The Borrower's obligation to pay the Lender the principal of and interest on the Loan shall be evidenced by the records of the Lender and by the Note described below.

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term

shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

4. Interest, Fees, and Other Charges - In consideration of the Loan, the Borrower shall pay the Lender the following interest, fees, and other charges:

(a) The Loan shall bear interest at the rate or rates per annum specified in the Note and such interest shall be calculated in the manner specified in the Note.

(b) The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its negotiation, structuring, documenting, and closing the Loan, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. The Borrower agrees to pay all reasonable out-of-pocket costs and expenses of the Lender incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Credit Document (as hereinafter defined) or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Lender. Such additional loan payments shall be billed to the Borrower by the Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Lender for one or more of the above items. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of the bill by the Borrower.

(c) In the event the Borrower fails to request any advances under the Loan within six (6) months after the dated date of this Agreement, the Borrower shall pay the Lender a fee equal to the Lender's Loan Continuation Fee, as published from time to time in the Lender's fee schedules, if the Lender requests the Borrower to pay such fee in writing within twelve (12) months after the dated date of this Agreement, such fee to be payable within fifteen (15) days of such written request.

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 25/100 percent (1.25%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

5. Prepayment - The Loan shall be prepayable in accordance with the terms and conditions of the Note.

6. Authorized Borrower Representative and Successors - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the "**Authorized Borrower Representative**") by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

7. **Conditions to the Loan** - At the time of the making of each advance under the Loan by the Lender to the Borrower under this Agreement (each an “**Advance**”), the following conditions shall have been fulfilled to the Lender’s satisfaction:

(a) This Agreement and the Note shall have been duly executed and delivered by all required parties thereto and in form and substance satisfactory to the Lender, and the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower’s governing body, substantially in the form of Exhibit F attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto.

(b) There shall then exist no Event of Default under this Agreement (or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default).

(c) All representations and warranties by the Borrower in this Agreement and the Note (collectively the “**Credit Documents**”) shall be true and correct in all material respects with the same effect as if such representations and warranties had been made on and as of the date of such advance.

(d) Since the date of the most recent annual financial statements of the Borrower delivered to the Lender, there shall have been no material adverse change in the financial condition, assets, management, control, operations, or prospects of the Borrower.

(e) The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

(f) The Borrower shall submit requests for Advances not more frequently than monthly and at least 21 days before the requested disbursement date.

(g) The Advance to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of Exhibit A and contemplated by the Plans and Specifications approved by the EPD.

(h) There shall be filed with the Lender:

(1) A requisition for such Advance, stating the amount to be disbursed.

(2) A certificate executed by the Authorized Borrower Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Borrower and that the same is a cost of the Project and is presently due and payable or has been paid by the Borrower and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Borrower has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Borrower is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Borrower.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the Lender as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

8. Representations and Warranties - The Borrower hereby represents and warrants to the Lender:

(a) Creation and Authority. The Borrower is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Credit Documents and to perform its obligations thereunder.

(b) Pending Litigation. Except as disclosed in writing to the Lender, there are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Borrower, after making due inquiry with respect thereto, threatened against or affecting the Borrower in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents, or the transactions contemplated by the Credit Documents or which, in any way, would adversely affect the validity or enforceability of the Credit Documents or any agreement or instrument to which the Borrower is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. Except as disclosed in writing to the Lender, the Borrower is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Potential Litigation (post contract execution). Borrower acknowledges its ongoing duty to provide Lender with details of any legal or administrative action involving the Borrower unless it is clear that the legal or administrative action cannot be considered material in the context of Credit Documents and/or the project itself. Said notification shall be promptly provided in writing once any litigation has been instituted, pending or threatened.

(d) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

(e) Governmental Consents. Neither the Borrower nor any of its activities or properties, nor any relationship between the Borrower and any other person, nor any circumstances in connection with the execution, delivery, and performance by the Borrower of its obligations under the Credit Documents, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Borrower in connection with the execution, delivery, and performance of the Credit Documents or the consummation of any transaction therein contemplated, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Borrower is legally required to obtain the same.

(f) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound, except as disclosed in writing to the Lender.

(g) Compliance with Law. To the knowledge of the Borrower, after making due inquiry with respect thereto, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of

the Borrower, and there have been no citations, notices, or orders of noncompliance issued to the Borrower under any such law, ordinance, rule, or regulation, except as disclosed in writing to the Lender.

(h) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

(i) Disclosure. The representations of the Borrower contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Borrower to the Lender in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Borrower has not disclosed to the Lender in writing that materially and adversely affects or in the future may (so far as the Borrower can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Credit Documents or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Lender or in the certificates, documents, and instruments furnished to the Lender by or on behalf of the Borrower prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(j) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(k) Financial Statements. The financial statements of the Borrower that have been provided to the Lender in connection with the Loan present fairly the financial position of the Borrower as of the date thereof and the results of its operations and its cash flows of its proprietary fund types for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Additionally, the Borrower agrees that all future financial statements that are required to be submitted to the Authority will be prepared in conformity with generally accepted accounting principles, including infrastructure provisions of GASB 34. Since the date of the most recent annual financial statements for the Borrower delivered to the Lender in connection with the Loan, there has been no material adverse

change in the Borrower's financial condition, assets, management, control, operations, or prospects.

(l) Reaffirmation. Each request by the Borrower for an advance under the Loan shall constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the request and after giving effect to such advance.

(m) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

9. Security for Payments under Credit Documents - (a) As security for the payments required to be made and the obligations required to be performed by the Borrower under the Credit Documents, the Borrower hereby pledges to the Lender its full faith and credit and revenue-raising power (including its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Credit Documents when due from its funds to the extent required hereunder, it will exercise its power of taxation and its power to set rates, fees, and charges to the extent necessary to pay the amounts required to be paid under the Credit Documents and will make available and use for such payments all rates, fees, charges, and taxes levied and collected for that purpose together with funds received from any other sources. The Borrower further covenants and agrees that in order to make funds available for such purpose in each fiscal year, it will, in its revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments that may be required to be made under the Credit Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Credit Documents shall have been made in full. The obligation of the Borrower to make any such payments that may be required to be made from its funds shall constitute a general obligation of the Borrower and a pledge of the full faith and credit of the Borrower to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 9, then the fiscal officers of the Borrower are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate fiscal year the amounts required to pay the obligations that may be due from the funds of the Borrower. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrower had included the amount of the appropriation in its revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrower shall make such payments required by the Credit Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at

such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

10. Borrower Covenants - The Borrower agrees to comply with the following covenants so long as this Agreement is in effect:

(a) Information. The Borrower shall deliver to the Lender, within 180 days after the end of each fiscal year, an electronic copy of the financial statements required under state audit requirements (O.C.G.A. Section 36-81-7). Borrower's annual financial statements shall be prepared in accordance with generally accepted accounting principles and otherwise in form and substance satisfactory to the Lender, which financial statements shall be accompanied by a certificate of the Borrower (1) to the effect that the Borrower is not in default under any provisions of the Credit Documents and has fully complied with all of the provisions thereof, or if the Borrower is in default or has failed to so comply, setting forth the nature of the default or failure to comply, and (2) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower for the fiscal year. The Borrower also shall promptly provide the Lender (A) upon receipt thereof, a copy of each other report submitted to the Borrower by its accountants in connection with any annual, interim, or special audit made by them of the books of the Borrower (including, without limitation, any management report prepared in connection with such accountants' annual audit of the Borrower) and (B) with such other information relating to the Borrower and the Project as the Lender may reasonably request from time to time.

(b) Access to Property and Records. The Borrower agrees that the Lender, the EPD, and their duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the Borrower's property at all reasonable times for the purpose of examining and inspecting the Project, including any construction or renovation thereof. The Borrower shall keep accurate and complete records and books of account with respect to its activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. The Lender and the EPD shall also have the right at all reasonable times to examine and make extracts from the books and records of the Borrower, insofar as such books and records relate to the Project or insofar as necessary to ascertain compliance with this Agreement, and to discuss with the Borrower's officers, employees, accountants, and engineers the Project and the Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition,

construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

(d) Establishment of Completion Date. The date of completion of the acquisition, construction, and installation of the Project (the “**Completion Date**”) shall be evidenced to the Lender and the EPD by a certificate of completion signed by the Authorized Borrower Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed.

(e) Indemnity. (1) To the extent provided by law, in addition to the other amounts payable by the Borrower under this Agreement (including, without limitation, Section 4 hereof), the Borrower hereby agrees to pay and indemnify the Lender from and against all claims, liabilities, losses, costs, and expenses (including, without limitation, reasonable attorneys’ fees and expenses) that the Lender may (other than as a result of the gross negligence or willful misconduct of the Lender) incur or be subjected to as a consequence, directly or indirectly, of (i) any actual or proposed use of any proceeds of the Loan or the Borrower’s entering into or performing under any Credit Document, (ii) any breach by the Borrower of any representation, warranty, covenant, or condition in, or the occurrence of any other default under, any of the Credit Documents, including without limitation all reasonable attorneys’ fees or expenses resulting from the settlement or defense of any claims or liabilities arising as a result of any such breach or default, (iii) allegations of participation or interference by the Lender in the management, contractual relations, or other affairs of the Borrower, (iv) allegations that the Lender has joint liability with the Borrower to any third party as a result of the transactions contemplated by the Credit Documents, (v) any suit, investigation, or proceeding as to which the Lender is involved as a consequence, directly or indirectly, of its execution of any of the Credit Documents, the making of the Loan, or any other event or transaction contemplated by any of the Credit Documents, or (vi) the conduct or management of or any work or thing done on the Project and any condition of or operation of the Project.

(2) Nothing contained in this paragraph (e) shall require the Borrower to indemnify the Lender for any claim or liability that the Borrower was not given any opportunity to contest or for any settlement of any such action effected without the Borrower's consent. The indemnity of the Lender contained in this paragraph (e) shall survive the termination of this Agreement.

(f) Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio for any fiscal year to be less than 1.05. The following terms are defined terms for purposes of this Agreement:

"Fixed Charges" means, for any period, the sum of all cash outflows that the Borrower cannot avoid without violating the Borrower's long-term contractual obligations (those obligations that extend for a period greater than one year, determined in accordance with generally accepted accounting principles) and that are accounted for in the enterprise fund containing the Borrower's water or sewer operations, including, but not limited to, (i) interest on long-term debt, determined in accordance with generally accepted accounting principles, (ii) payments under long-term leases (whether capitalized or operating), and (iii) scheduled payments of principal on long-term debt.

"Fixed Charges Coverage Ratio" means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.

"Income Available For Fixed Charges" means, for any period, net income of the Borrower, plus amounts deducted in arriving at such net income for (i) interest on long-term debt (including the current portion thereof), (ii) depreciation, (iii) amortization, (iv) payments under long-term leases, and (v) transfers to other funds of the Borrower.

(g) Tax Covenants. The Borrower covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Note to become includable in the gross income of any owner thereof for federal income tax purposes. The Borrower further covenants and agrees that it shall comply with the representations and certifications it made in its Borrower's Tax Certificate dated the date hereof and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

11. Events of Default and Remedies – (a) Each of the following events shall constitute an Event of Default under this Agreement:

(1) Failure by the Borrower to make any payment with respect to the Loan (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise); or

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or

hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

(4) Any representation or warranty made by the Borrower in any Credit Document shall be false or misleading in any material respect on the date as of which made (or deemed made); or

(5) Any default by the Borrower shall occur in the performance or observance of any term, condition, or provision contained in any Credit Document and not referred to in clauses (1) through (4) above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof; or

(6) Any material provision of any Credit Document shall at any time for any reason cease to be valid and binding in accordance with its terms on the Borrower, or the validity or enforceability thereof shall be contested by the Borrower, or the Borrower shall terminate or repudiate (or attempt to terminate or repudiate) any Credit Document; or

(7) Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under any conditional sale or other title retention agreement or any obligation secured by purchase money mortgage or deed to secure debt or any obligation under notes payable or drafts accepted representing extensions of credit or on any capitalized lease obligation), or default in the performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to cause such obligation to become due prior to its stated maturity; provided that in each and every case noted above the aggregate then outstanding principal balance of the obligation involved (or all such obligations combined) must equal or exceed \$100,000; or

(8) Default in the payment of principal of or interest on any obligation of the Borrower for money borrowed from the Lender (other than the Loan) or default in the

performance of any other agreement, term, or condition contained in any contract under which any such obligation is created, guaranteed, or secured if the effect of such default is to entitle the Lender to then cause such obligation to become due prior to its stated maturity (the parties intend that a default may constitute an Event of Default under this paragraph (8) even if such default would not constitute an Event of Default under paragraph (7) immediately above); or

(9) The dissolution of the Borrower; or

(10) Any material adverse change in the Borrower's financial condition or means or ability to perform under the Credit Documents; or

(11) The occurrence of any other event as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired.

(b) Upon the occurrence of an Event of Default, the Lender, at its option, without demand or notice of any kind, may declare the Loan immediately due and payable, whereupon all outstanding principal and accrued interest shall become immediately due and payable.

(c) Upon the occurrence of an Event of Default, the Lender, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Credit Documents may appear necessary or desirable to collect the Loan and other amounts payable by the Borrower hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Credit Documents.

(d) In the event of a failure of the Borrower to pay any amounts due to the Lender under the Credit Documents within 15 days of the due date thereof, the Lender shall perform its duty under Section 50-23-20 of the Official Code of Georgia Annotated to notify the state treasurer of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to Section 50-23-20 of the Official Code of Georgia Annotated to the payment of the overdue amounts under the Credit Documents.

(e) Upon the occurrence of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate its remaining commitment (if any) hereunder to make any further advances of the Loan, whereupon any such commitment shall terminate immediately.

12. Assignment or Sale by Lender - (a) The Credit Documents, and the obligation of the Borrower to make payments thereunder, may be sold, assigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by the Lender. Upon any sale, disposition, assignment, or reassignment, the Borrower shall be provided with a notice of such assignment. The Borrower shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

(b) The Borrower agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever that the Borrower may from time to time have against the Lender. The Borrower agrees to execute all documents, including notices of assignment, which may be reasonably requested by the Lender or its assignee to protect its interests in the Credit Documents.

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

13. Miscellaneous - (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, exclusive of such state's rules regarding choice of law.

(b) This Agreement shall be binding upon and shall inure to the benefit of the Borrower, the Lender, and their respective heirs, legal representatives, successors, and assigns, but the Borrower may not assign or transfer any of its rights or obligations hereunder without the express prior written consent of the Lender.

(c) This Agreement may not be waived or amended except by a writing signed by authorized officials of the Lender and the Borrower.

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **FEBRUARY 22, 2024**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

(e) All notices, certificates, requests, demands, or other communications hereunder shall be sufficiently given and shall be deemed given upon receipt, by hand delivery, mail, overnight delivery, telecopy, or other electronic means, addressed as provided at the beginning of this Agreement. Any party to this Agreement may, by notice given to the other party, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent. For purposes of this Section, "electronic means" shall mean telecopy or facsimile transmission or other similar electronic means of communication that produces evidence of transmission.

(f) This Agreement may be executed in one or more counterparts.

(g) All pronouns used herein include all genders and all singular terms used herein include the plural (and vice versa).

(h) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(i) Statements in Exhibit D attached hereto shall govern the matters they address.

(j) This Agreement and the Note constitute the entire agreement between the Borrower and the Lender with respect to the Loan and supersede all prior agreements, negotiations, representations, or understandings between such parties with respect to such matters.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officials hereunto duly authorized as of the date first above written.

CITY OF BLUE RIDGE



Approved as to form:

Signature: _____

By: _____

Print Name: _____

Borrower's Attorney

Title: _____



(SEAL)



Attest Signature: _____

Print Name: _____

Title: _____

**DRINKING WATER STATE REVOLVING FUND
ADMINISTERED BY GEORGIA
ENVIRONMENTAL FINANCE AUTHORITY**



Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023031

This project consist of the rehabilitation of the Mountain Tops booster pump station, installation of SCADA, VFDs equipment, electrical control upgrades, and other related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023031

ITEM	TOTAL	DWSRF
Construction	\$274,000	\$274,000
Contingency	27,500	27,500
Engineering & Inspection	48,500	48,500
Administrative/Legal	-	-
TOTAL	\$350,000	\$350,000

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023031

*Bump
Schedule
By 1*

ACTION	DATE
Plans & Specs Submitted to EPD	SEPTEMBER 2023
Bid Opening	OCTOBER 2023
Notice to Proceed	DECEMBER 2023
Completion of Construction	JUNE 2024

SPECIMEN PROMISSORY NOTE

\$350,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$350,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 50/100 PERCENT (1.50%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **OCTOBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the **"Maturity Date"**).

This Note shall bear interest on any overdue installment of principal and, to the extent permitted by applicable law, on any overdue installment of interest, at the aforesaid rates. The Borrower shall pay a late fee equal to the Lender's late fee, as published from time to time in the Loan Servicing Fee schedules, for any installment payment or other amount due hereunder that is not paid by the 15th of the month in which the payment is due.

“Installment Amount” means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note, on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

All payments or prepayments on this Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Note through the date of such payment or prepayment, and then to principal (and partial principal prepayments shall be applied to such installments in the inverse order of their maturity).

At the option of the Lender, the Borrower shall make payments due under this Note using pre-authorized electronic debit transactions, under which the Lender will be authorized to initiate and effect debit transactions from a designated account of the Borrower without further or additional approval or confirmation by the Borrower. The Borrower further agrees to adopt any necessary approving resolutions and to complete and execute any necessary documents in order for the Lender to effect such pre-authorized debit transactions. In the event the Borrower has insufficient funds in its designated account on the date the Lender attempts to debit any payment due hereunder, the Borrower shall pay the Lender a processing fee equal to the Lender's processing fee, as published from time to time in the Lender's fee schedules for each such occurrence (but not exceeding two such processing fees in any calendar month), in addition to any late fee as provided above.

The Borrower may prepay the principal balance of this Note in whole or in part at any time without premium or penalty.

This Note constitutes the Promissory Note issued under and pursuant to and is entitled to the benefits and subject to the conditions of a Loan Agreement (the **“Loan Agreement”**), dated the date hereof, between the Borrower and the Lender, to which Loan Agreement reference is hereby made for a description of the circumstances under which principal shall be advanced under this Note. Reference is hereby made to the Loan Agreement for a description of the security for this Note and the options and obligations of the Borrower and the Lender hereunder. Upon an Event of Default (as defined in the Loan Agreement), the entire principal of and interest on this Note may be declared or may become immediately due and payable as provided in the Loan Agreement.

The obligation of the Borrower to make the payments required to be made under this Note and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Borrower, as provided in the Loan Agreement, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, counterclaim, or recoupment, except for payment, it may otherwise have against the Lender.

In case this Note is collected by or through an attorney-at-law, all costs of such collection incurred by the Lender, including reasonable attorney's fees, shall be paid by the Borrower.

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

This Note shall be governed by and construed and enforced in accordance with the laws of the State of Georgia (without giving effect to its conflicts of law rules). Whenever possible, each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

Words importing the singular number hereunder shall include the plural number and vice versa, and any pronoun used herein shall be deemed to cover all genders. The word "Lender" as used herein shall include transferees, successors, and assigns of the Lender, and all rights of the Lender hereunder shall inure to the benefit of its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and assigns.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of the _____ day of _____, _____.

(SEAL)

CITY OF BLUE RIDGE

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2032031

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. The Borrower must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. The Borrower must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. The Borrower must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. The Borrower may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. The Borrower must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, the Borrower shall provide the Lender with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. The Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.

STATE REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023031

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023031

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. The Borrower shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The Borrower is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. The Borrower acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Borrower may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49. "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. The Borrower shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then the Borrower shall fully disclose same to the Lender, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. The Borrower will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Borrower will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **\$175,000** of this Loan, if all funds are drawn.

Upon the occurrence and continuation of an Event of Default, the Lender may, in its discretion, by written notice to the Borrower, terminate or suspend its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall terminate or suspend immediately. In the case of suspension of the Lender's agreement to forgive principal and interest payments due on the Loan, upon the cessation of such Event of Default, the Lender may, in its discretion, by written notice to the Borrower, reinstate its agreement hereunder to forgive any further principal and interest payments due on the Loan, whereupon any such agreement shall reinstate immediately.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. Reserved.
12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

OPINION OF BORROWER'S COUNSEL
(Please furnish this form on Attorney's Letterhead)

DATE

Drinking Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF BLUE RIDGE** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DW2032031**, between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

1. The Borrower is a public body corporate and politic, duly created and validly existing under the laws of the State of Georgia.

2. The Credit Documents have been duly authorized, executed, and delivered by the Borrower and are legal, valid, and binding obligations of the Borrower, enforceable in accordance with their terms.

3. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, in any way questioning or affecting the validity of the Credit Documents.

4. To the best of my knowledge, the execution, delivery, and performance by the Borrower of the Credit Documents will not conflict with, breach, or violate any law, any order or judgment to which the Borrower is subject, or any contract to which the Borrower is a party.

5. The signatures of the officers of the Borrower that appear on the Credit Documents are true and genuine. I know such officers and know them to be the duly elected or appointed qualified incumbents of the offices of the Borrower set forth below their names.

With your permission, in rendering the opinions set forth herein, I have assumed the following, without any investigation or inquiry on my part:

- (i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and
- (ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

The enforceability of the Credit Documents (i) may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and other similar laws affecting the enforcement of creditors' rights, (ii) may be subject to general principles of equity, whether applied by a court of law or equity, and (iii) may also be subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF BLUE RIDGE

Loan Number: DW2023031

date

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

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$350,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement will be evidenced by a Promissory Note (the "Note") of the Borrower, the form of which has been presented to this meeting;

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Loan Agreement and the Note (including the interest rate provisions, which shall be as provided in the Note) are in the best interests of the Borrower for the financing of the Project, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement.

(Signature of Person to Execute Documents)

← SIGN HERE

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

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

Dated: _____
(SEAL)

date

Secretary/Clerk

↑ SIGN HERE

City Council Meeting Agenda Submittal

MEETING DATE: 11/14/2023

AGENDA NO: 6c

AGENDA ITEM:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA APPROVING THE CONTRACT AND AGREEMENT BETWEEN FANNIN COUNTY CHAMBER OF COMMERCE, INC. AND THE CITY OF BLUE RIDGE; AUTHORIZING THE MAYOR ON THE CITY'S BEHALF TO EXECUTE THE ATTACHED AGREEMENT AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:

The Agreement between the City and the Chamber to comply with O.C.G.A. 48-13-51 is up for renewal. The Agreement outlines the how the restricted Hotel/Motel Tax is distributed to the Chamber and how the money is be allocated in conformance with state law.


RECOMMENDATION:

It is recommended that the City Council approve the agreement.

ATTACHMENT (S):

Resolution No: BR2023-31 and Agreement,

APPROVED:



Mayor



City Administrator

RESOLUTION NO. BR2023-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA APPROVING THE CONTRACT AND AGREEMENT BETWEEN FANNIN COUNTY CHAMBER OF COMMERCE, INC. AND THE CITY OF BLUE RIDGE; AUTHORIZING THE MAYOR ON THE CITY'S BEHALF TO EXECUTE THE ATTACHED AGREEMENT 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 "[t]o 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 "[s]ign, 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 Contract and Agreement between the City and Fannin County Chamber of Commerce, Inc

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

Resolution No. 2023-31
Page 2

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 ___ day of November ____, 2023.

RHONDA HAIGHT, MAYOR

ATTEST:

AMY MINTZ
CITY CLERK

am

CONTRACT AND AGREEMENT

THIS AGREEMENT is entered into effective November ____, 2023, and executed as indicated below, by and between the CITY OF BLUE RIDGE, a political subdivision of the State of Georgia (the "City"), acting through its governing authority, the members of the City Council of the City of Blue Ridge (the "City Council"), and the FANNIN COUNTY CHAMBER OF COMMERCE, INC., a Georgia non-profit corporation, acting by and through its duly authorized Chairman and Secretary (the "Chamber")¹.

WITNESSETH:

WHEREAS, prior to and effective on November 1, 2020², the City adopted an ordinance (the "Ordinance") levying a tax of 8% pursuant to O.C.G.A. § 48-13-51(b) (the "Tax") to be applicable for this Agreement and on and after November 1, 2020;

WHEREAS, the provisions of O.C.G.A. § 48-13-51(b) and the Ordinance require that in each fiscal year during which a tax is collected, an amount equal to not less than 50 percent of the total amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent shall be expended for promoting tourism, conventions, and trade shows by the destination marketing organization designated by the City of Blue Ridge county or municipality levying the tax ("Restricted Tax Funds") and the remaining amount of taxes collected that exceed the amount of taxes that would be collected at the rate of 5 percent which are not otherwise expended as set forth above shall be expended for tourism product development³ ("TPD Tax Funds"); and

WHEREAS, the provisions of O.C.G.A. § 48-13-51 permit expenditures of the Restricted Tax Funds to be made through a contract or contracts with a "destination marketing organization", a private sector nonprofit organization exempt from federal income tax under section 501(c)(6) of the Internal Revenue Code of 1986 that is supported by the tax under this article, government budget allocations, private membership, or any combination thereof and the primary responsibilities of which are to encourage travelers to visit their destinations, encourage meetings and expositions in the area and provide visitor assistance and support as needed.

WHEREAS, the Chamber is a private sector non-profit organization as defined above and meets all other necessary and reasonable requirements to qualify as an appropriate entity to make expenditures of the Restricted Tax Funds;

WHEREAS, the City and the Chamber share a common vision of a progressive community with balanced economic growth, to include a diversity of quality business, industry and tourism, which will provide for greater local employment opportunities;

¹ Prior to the effective date of the new Tax set forth herein, the parties shall continue under the same terms and conditions of the previous Agreement between the parties when the Tax was at a rate of 5%.

² In no event that this tax become effective sooner than the first day of the second month following its action by the local governing authority. O.C.G.A. § 48-13-51(g)(2).

³ As defined by O.C.G.A. § 48-13-50.2(6).

WHEREAS, the City desires to encourage and promote economic growth in the City of Blue Ridge by the attraction of additional tourism, trade shows, and conventions and wishes to advertise, promote and encourage the use of all facilities and businesses related to tourism, trade shows, and conventions, both public and private, located within the City, thereby increasing the City's revenues and creating employment opportunities within the City;

WHEREAS, after careful consideration, the City has determined that the Chamber can substantially assist the economic growth of the City through a vigorous, organized and funded program to promote tourism, trade shows, and conventions in a manner consistent with the performance of the Chamber's tax-exempt activities;

WHEREAS, previously the City has contracted with the Chamber to make expenditures of the Tax Funds in a manner consistent with the applicable provisions of O.C.G.A. § 48-13-51, et seq., and the Chamber has done so; and

WHEREAS, the City has determined that it is in the best interest of the economic development of the City, especially in the area of tourism, to contract with the Chamber to promote tourism on a regular basis;

WHEREAS, the City has determined that it is in the best interest of its citizens to continue its contractual relationship with the Chamber as its designated destination marketing organization regarding the expenditures of the Restricted Tax Funds.

NOW THEREFORE, in consideration of the foregoing premises, the accuracy of which are hereby acknowledged, and the mutual covenants set forth below, the City and the Chamber agrees as follows:

1. The City shall pay to the Chamber all Restricted Tax Funds, due to the City during the Initial and any Renewal Terms of this Agreement (as defined below) and such sums shall be expended by the Chamber for the purpose of promoting tourism, conventions and trade shows in the City of Blue Ridge by projects, events or promotions and to fully comply with the provisions of O.C.G.A. § 48-13-51. The Restricted Tax Funds collected by the City shall be paid to the Chamber quarterly, to fund the designated projects, events or promotions. Any penalties and interest assessed for the late payment of the Restricted Tax Funds shall be retained by the City. Additionally, the City shall retain all TPD Tax Funds for use in compliance with O.C.G.A. § 48-13-51 and shall retain any Tax that does not meet the definition of Restrict Tax Funds.
2. The Chamber shall submit to the City a proposed budget for the expenditure of the Restricted Tax Funds to be collected during the Initial and any Renewal Term. Such budget may provide for the use of the Restricted Tax Funds to facilitate the promotion of tourism, trade-shows and conventions in the City of Blue Ridge, Georgia. Such budget may be used for advertising purposes; including, but not limited to, the placing of such information in print, radio, television, and Internet or other electronic media and the installation of interactive and other types of kiosks at various places in the City of Blue Ridge, Georgia,

as to said projects, events or promotions. Such budget shall also provide for the use of the Restricted Tax Funds for the above purposes with respect to the incorporated area of the City of Blue Ridge and for the incidental benefit of the unincorporated area of Fannin County, Georgia.

3. The Chamber shall maintain accurate records of the expenditure of the Restricted Tax Funds, in accordance with generally accepted accounting principles and in accordance with the requirements of O.C.G.A. § 48-13-51(a)(9). All such records shall be made available for inspection and audit by the City at any time upon not less than three (3) days prior written notice. Any such inspection and audit shall be done during the Chamber's normal business hours and in a manner that does not unreasonably disrupt the activities of the Chamber. The Chamber shall cause an annual independent financial review of its expenditures of the Restricted Tax Funds to be conducted within ninety (90) days after the end of the Initial and any Renewal Term, the results of which independent financial review shall be provided to the City within ten (10) days of its completion. Such independent financial review shall focus on verifying that the Chamber has expended the Restricted Tax Funds in conformity with the provisions of this Agreement and O.C.G.A. § 48-13-51, et seq. The cost of such independent financial review may be paid from the Restricted Tax Funds. If it is determined that any of the Restricted Tax Funds have not been expended in accordance with the provisions of this Agreement or O.C.G.A. § 48-13-51, et seq., the amount of any such inappropriate expenditure will be paid to the City by the Chamber to be re-appropriated by the City for an appropriate purpose under O.C.G.A. § 48-13-51, et seq.
4. In addition to the annual independent financial review referred to in paragraph 3 above, the Chamber shall, commencing on April 1, 2015, and continuing on a quarterly basis thereafter during the Initial and Renewal Terms of this Agreement, make a written summary report to the members of the City Council on the activities of the Chamber relating to the promotion of tourism, trade shows, and conventions and the expenditures of the Restricted Tax Funds made in connection therewith during the preceding quarter. The original of this quarterly report shall be submitted to the office of the City Council and a copy of this report shall be delivered to each of the individual members of the City Council.
5. The Chamber agrees to establish, as a standing committee, a Tourism Committee with members appointed thereto who reflect the Chamber membership, as well as other organizations, in order to promote and market tourism and other tourism-dependent services and businesses within the City of Blue Ridge and also within Fannin County.
6. The Chamber shall indemnify and hold harmless the City from and against any and all claims, loss, damage, injury, and other liability however caused resulting from, arising out of, or in any way connected with, the activities of the Chamber and its officers, directors, employees, Agreement; provided, however, that this indemnity obligation shall not apply to any such claim, loss, damage, injury or other liability resulting from, or arising out of, the sole negligence or other wrongful conduct of the City, or its officers, employees, agents, or other authorized representatives.

7. This Agreement shall not be deemed to create any relationship between the City and the Chamber other than that of a principal and independent contractor, respectively. In particular, the parties acknowledge that the Chamber has funding independent of the Restricted Tax Funds and that the Chamber and its President shall be free to engage in activities other than those set forth in this Agreement, including, but not limited to, activities that might be improper and inappropriate for a public entity such as the City. In addition, this Agreement shall not be deemed or interpreted to place any restrictions on the activities of any members of the board of directors of the Chamber or its individual members, other than those necessary for the relationship between the City and the Chamber to comply with the applicable provisions of O.C.G.A. § 48-13-51, et seq.
8. This Agreement shall be effective from November __, 2023 until December 31, 2026 (the "Term"), if not sooner terminated in accordance with the provisions set forth below. Thereafter, this Agreement shall be automatically renewed for three (3) additional one-year periods (the "Renewal Terms"), unless the City gives written notice to the Chamber of its intent not to renew this Agreement at least six (6) months before the end of the Term or a subsequent Renewal Term, as the case may be. In the event that the City elects not to renew this Agreement, the City shall remain obligated to deliver Tax Funds to the Chamber after the expiration of the Initial or first Renewal Term, as the case may be, in the amount required to fully pay for actual costs incurred or committed to by the Chamber for projects, events or promotions designated by the City Council under this Agreement prior to receiving notice of the City's intent not to renew this Agreement; provided, however, that the City shall have no such obligation with respect to expenditures by the Chamber for personnel.
9. In the event of a default by a party to this Agreement in the performance of any of its obligations under the Agreement during either the Term or any Renewal Term, the other party to this Agreement shall give written notice to the defaulting party of the breach, which notice shall specify the nature of the breach and any actions required to cure the breach. If the defaulting party does not cure the specified breach or initiate steps reasonably intended to cure such breach within thirty (30) days of the receipt of such notice, the other party may terminate this Agreement by written notice to that effect delivered to the defaulting party. Any such early termination of this Agreement shall not relieve or impair the obligations of either party under this Agreement that have arisen or accrued prior to the effective date of its termination. Without limiting the generality of the foregoing, the provisions of Paragraph 1, 3, 4, and 5 of this Agreement shall survive its termination until the obligations imposed by those provisions have been fully satisfied by the party in question. For example, the Chamber shall continue to be obligated to use the Tax Funds received by it in the manner specified in this Agreement until all such funds have been fully expended, and the City shall continue to be obligated to deliver Tax Funds to the Chamber to the extent necessary to pay for actual costs incurred or committed to by the Chamber for the designated projects, events or promotions under this Agreement prior to the effective date of its termination.

10. Time is of the essence under this Agreement.
11. Any notice or other documents to be given or delivered under this Agreement by any party to any other party shall be in writing and shall be delivered personally or sent by registered or certified United States Mail, return receipt requested, postage pre-paid, to the following addresses:

City: The City of Blue Ridge
 480 West First Street
 Blue Ridge, Georgia 30513
 Attention: City Clerk

Chamber: Fannin County Chamber of Commerce
 P.O. Box 1689
 152 Orvin Lance Drive
 Blue Ridge, Georgia 30513
 Attention: President

Mailed notices shall be effective on the date the party to whom the notice is given signs or refuses to sign the postal receipt for the notice. Personally delivered notices shall be effective on the date they are tendered to the party to whom the notice is given.

12. This Agreement shall be executed in duplicate, any one of which documents may be used for any purposes for which an original of it may be used. One duplicate original of this Agreement shall be retained by the City and one duplicate original of this Agreement shall be retained by the Chamber.
13. This Agreement shall not be assigned, sublet, or transferred, in whole or in part, by the Chamber without the prior written consent of the City Council and the City Attorney.
14. The provisions of this Agreement cannot be altered, amended, repealed or otherwise modified, except by a writing that has been duly authorized and signed by all the parties to it. In addition, no waiver or renunciation of the rights given to the parties by the provisions of this Agreement can occur, except by means of a writing duly authorized and signed by the party to be bound by such waiver or renunciation.
15. This Agreement represents the entire agreement between the parties to it, any and all prior or contemporaneous representations, understandings, or promises, whether written or oral, are deemed to have been merged into the provisions of this Agreement. This Agreement supersedes and replaces all previous agreements between the parties to it relative to the subject matter of this Agreement.
16. If it should appear that any of the provisions of this Agreement are in conflict with any statute, rule, or regulation of the State of Georgia, any such provision shall be deemed inoperative and null and void in so far as it may be in conflict with any such statute, rule,

or regulation and the provisions of this Agreement shall be deemed to be modified to conform the requirements of such statute, rule or regulation, including, but not limited to, O.C.G.A. § 48-13-51, et seq. the rights and obligations of the parties to this Agreement shall be construed according to, and otherwise governed by the laws of the State of Georgia.

17. Approval of this contract was made by a vote of the City Council had on _____.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement on the dated indicated below.

CITY:

CITY OF BLUE RIDGE, GEORGIA,
a Political Subdivision of the State of
Georgia

Witness

Sworn before me this ____ day of
_____, 2023.

Notary Public

Date Executed: _____

APPROVED BY:

City Attorney

By: Mayor Rhonda Haight

ATTEST:

Amy Mintz, City Clerk

CHAMBER:

FANNIN COUNTY CHAMBER OF
COMMERCE, INC., a Georgia non-profit
Corporation

Witness

Sworn before me this ___ day of
_____, 2023.

Notary Public

Date Executed: _____

By: Chairman, Board of Directors

ATTEST:

Secretary

O.C.G.A. § 48-13-51(b) – 8%



Non-Restricted

Proceeds can be used for any *legal* general fund purpose in the city, county, or consolidated government



Restricted

Up to $8\frac{1}{3}\%$ of HMT may be used for TPD, otherwise used for TCT



Restricted

At least $41\frac{2}{3}\%$ of HMT revenue must be used for TCT



Defining the Restrictions- Purpose

Tourism Product Development (TPD)

“Creation or expansion of physical attractions which are available and open to the public and which improve destination appeal to visitors, support visitors' experience, and are used by visitors. Such expenditures may include capital costs and operating expenses.”

O.C.G.A. § 48-13-50.2

- Depending on the authorization paragraph, a percentage of revenue goes toward restricted spending
- Always a **percentage**, not a fixed amount
- Project should be identified as TPD in jurisdiction's annual budget
- Must involve physical renovation of existing tourism facility, or construction of a new one
- Only applicable to jurisdictions with a 6%, 7%, or 8% tax under 51(b)
- Expended by the Local Government or other entity



Defining the Restrictions- Purpose

Promotion of Tourism, Conventions, and Trade Shows (TCT)

“Planning, conducting, or participating in programs of information and publicity designed to attract or advertise tourism, conventions, or trade shows.”

O.C.G.A. § 48-13-50.2

- Depending on the authorization paragraph, a percentage of revenue goes toward restricted spending
- Always a **percentage**, not a fixed amount
- Expended by the Destination Marketing Organization (DMO)



Defining the Restrictions- Recipient

Destination Marketing Organization (DMO)

“A private sector non-profit organization or other private entity which is exempt...under Section 501(c)(6) of the IRS Code of 1986”

O.C.G.A. § 48-13-50.2

- Primary responsibilities are to “encourage travelers to visit their destinations, encourage meetings and expositions in the area, and provide visitor assistance and support as needed.”
- Can be a Chamber of Commerce, CVB, Regional Travel Association, or other private group, *so long as it is a tax-exempt 501(c)(6)*
- Also, any recreation Authority or CVB created by General Assembly or the State, a Department of State Government, or State Authority



City Council Meeting Agenda Submittal

MEETING DATE: 11/14/2023

AGENDA NO: 7a and 7b

AGENDA ITEM:

A ZONING ORDINANCE/ACTION AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING A PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL BR03-030 OWNED BY THE HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE AND BEING APPROXIMATELY 4.10 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN THE DEED(S) ATTACHED HERETO AND INCORPORATED BY REFERENCE INTO THIS ZONING ORDINANCE ("PROPERTY"), AND REZONING THE PROPERTY FROM MEDIUM DENSITY RESIDENTIAL ("R-2") TO HIGH DENSITY RESIDENTIAL ("R-3"); REPEALING CONFLICTING ZONING ORDINANCES APPLICABLE TO THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

BACKGROUND:

The Housing Authority of Blue Ridge is requesting a rezoning of land from Medium-Density Residential R-2 to High-Density Residential R-3. The tract of land totals 4.1-acres and is located at the corner of Ashe St and Boardtown Road including 11 separate addresses within the City of Blue Ridge. The tracts of land are identified as tax parcel BR03-030. The subject property contains six single-story duplex-style residential structures. The proposed rezoning will bring the subject property into conformity with its existing use. The surrounding uses and zoning are as follows: 1) To the north are multiple tracts of land ranging from 0.1-acres to 11.8-acres in area. All the adjacent tracts of land to the north are zoned General Commercial C-2 ; 2) To the east are three tracts of land across Ashe St. that are each zoned C-2. Two of the eastern adjacent tracts contain commercial buildings while one eastern adjacent tract remains vacant; 3) To the south is a 1.25-acre tract of land zoned R-2 that contains three non-conforming manufactured homes; and 4) To the west is a 9.5-acre tract of land that is zoned R-3.

The Planning Commission recommends that the requested R-3 rezoning be approved.

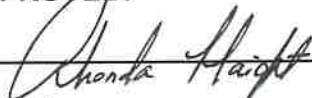
RECOMMENDATION:

The Planning Commission recommends approval of the zoning request.

ATTACHMENT (S):

Application and Ordinance

APPROVED:



Mayor



City Administrator

FIRST READING _____

SECOND READING _____

PASSED _____

A ZONING ORDINANCE/ACTION NO. BR2023-xx

A ZONING ORDINANCE/ACTION AMENDING THE ZONING MAP OF THE CITY OF BLUE RIDGE, GEORGIA, BY REZONING A PARCEL OF LAND WITHIN THE CITY OF BLUE RIDGE, BEING TAX PARCEL BR03-030 OWNED BY THE HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE AND BEING APPROXIMATELY 4.10 ACRES, MORE OR LESS, AS MORE PARTICULARLY DESCRIBED IN THE DEED(S) ATTACHED HERETO AND INCORPORATED BY REFERENCE INTO THIS ZONING ORDINANCE (“PROPERTY”), AND REZONING THE PROPERTY FROM MEDIUM DENSITY RESIDENTIAL (“R-2”) TO HIGH DENSITY RESIDENTIAL (“R-3”); REPEALING CONFLICTING ZONING ORDINANCES APPLICABLE TO THE PROPERTY; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Planning Commission met on October 19, 2023, and recommended to approve the Housing Authority of the City of Blue Ridge’s request to rezone a tract of land from Medium Density Residential (R-2) to High Density Residential (R-3), said tract of land being 4.10 acres and being located at 82 Ashe Street and 318 Boardtown Road and identified as tax parcel BR03-030.

BE IT ORDAINED by the City Council of Blue Ridge, Georgia as follows:

SECTION 1
ZONING

That from and after the passage of this zoning ordinance applicable only to the Property described herein within the City of Blue Ridge, said Property shall be zoned and so designated on the zoning map of the City of Blue Ridge as R-3, HIGH DENSITY RESIDENTIAL, being Tax Parcel BR03-030, and being that same property depicted in the attached deed(s).

Legal Description:

The legal description of the above-referenced property, which is being rezoned from R-2

SECTION 4.
AMENDMENT TO THE ZONING MAP

This zoning action/ordinance is enacted as an amendment to the zoning map of the City of Blue Ridge.

SECTION 5.
EFFECTIVE DATE

The effective date of this Ordinance shall be immediately upon its passage by the City Council and execution by the Mayor or upon fifteen (15) days expiring.

SO ORDAINED this _____ day of _____, 2023.

MAYOR AND CITY COUNCIL OF BLUE RIDGE

Mayor, City of Blue Ridge

Clerk, City of Blue Ridge

STAFF ANALYSIS
REZONING REQUEST
Prepared by Ethan Calhoun, NWGRC
Zoning Ordinance of Blue Ridge, Georgia

ZONING REQUEST: To hear the request of the Housing Authority of the City of Blue Ridge to rezone two tracts of land from Medium-Density Residential R-2 to High-Density Residential R-3. The tract of land totals 4.1-acres and is located at the corner of Ashe St and Boardtown Road including 11 separate addresses within the City of Blue Ridge. The tracts of land are identified as tax parcels BR03-030.

The subject property contains six single-story duplex-style residential structures. The proposed rezoning will bring the subject property into conformity with its existing use.

The surrounding uses and zoning are as follows: 1) To the north are multiple tracts of land ranging from 0.1-acres to 11.8-acres in area. All the adjacent tracts of land to the north are zoned General Commercial C-2 ; 2) To the east are three tracts of land across Ashe St. that are each zoned C-2. Two of the eastern adjacent tracts contain commercial buildings while one eastern adjacent tract remains vacant; 3) To the south is a 1.25-acre tract of land zoned R-2 that contains three non-conforming manufactured homes; and 4) To the west is a 9.5-acre tract of land that is zoned R-3. All in all, the area surrounding the subject property is at a point of convergence between the R-2, R-3, and C-2 zone districts.

The subject property is within the jurisdiction of the City of Blue Ridge Mayor and Council.

Standards for Review:

1) Whether the proposed amendment would allow a use that is generally suitable for the site when compared to other possible uses, and the uses and zoning of adjacent and nearby properties.

This area of the city is a point of convergence between the commercial and residential zone districts. Commercial use consistently reflects the development north and east of the subject property, while residential use reflects the south and west adjacent properties. The multi-family R-3 zone district can be seen already established along the subject property's western boundary. The character of the subject property's existing development is that of multi-family. The proposed R-3 rezoning would allow the subject property to become a conforming in terms of its overall use and character.

2) Whether the proposed amendment would adversely affect the economic value or uses of adjacent and nearby properties.

No impact is expected based upon the existing commercial and multi-family zoning and development of the area surrounding the subject property.

3) Whether the property to be affected by the proposed amendment can be used as currently zoned.

The subject property currently exists in a non-conforming status, meaning that the existing zoning does not permit the established use of the subject property. Non-conformity limits the ability to expand or redevelop the subject property for any type of multi-family development. Given the nature of the housing authority and established development of the subject property, the existing R-2 zoning of the subject property does not suit the needs of the subject property owner.

4) Whether the proposed amendment, if adopted, would result in a use which would or could cause an excessive or burdensome use of existing streets, schools, sewers, water resources, police and fire protection, or other utilities.

This area is well served in terms of utilities and roads, and the subject property would not burden any public infrastructure if it is rezoned R-3. There is sufficient road frontage to serve the subject property in terms of ingress/egress. The subject property has existed in its current configuration for several decades.

5) Whether the subject property under the proposed amendment is in conformity with the policies and intent of the adopted Joint Comprehensive Plan for Fannin County and the Cities of Blue Ridge, McCaysville, and Morganton, as amended.

The Comprehensive Plan's future land use map shows the subject property to be planned for multi-family land use. The future development map identifies no conflict with the proposed R-3 rezoning at this location.

6) Whether there are other conditions or transitional patterns affecting the use and development of the subject property, if applicable, which give grounds either for approval or disapproval of the proposed amendment?

The proposed rezoning would simply enlarge the adjacent R-3 zone district and shrink the island of R-2.

Conclusion: This planner recommends that the requested R-3 rezoning be approved based on the following findings;

- 1) The subject property is flanked by a large R-3 zone district to the west,
- 2) The existing pattern of development of this area is conducive to multi-family development,
- 3) No adverse impact to any surrounding properties is expected if this rezoning is approved,
- 4) The Future Land Use Map shows the subject property to be planned for multi-family development which matches both the established use of the subject property as well as the requested R-3 rezoning.

Phone: 706-632-5742
Fax: 706-632-2406
Email: traver@blueridgeha.org



HOUSING AUTHORITY OF CITY OF BLUE RIDGE
30 OUIDA ST. BLDG G1
BLUE RIDGE, GA. 30513

www.blueridgeha.org

PHONE: 706-632-5742 FAX: 706-632-2406

July 27, 2023

To: The City of Blue Ridge Planning and Zoning
480 West first St.
Blue Ridge, GA 30513

From: The Blue Ridge Housing Authority (BRHA)
30 Ouida St. Bldg. G-1
Blue Ridge, GA 30513

Traver Aiken and BRHA Board of Commissioners
Phone: 706-632-5742
Email: traver@blueridgeha.org

RE: **Application for Rezoning of 4.10 Acres from "R-2" to "R-3"**

Dear City of Blue Ridge Planning and Zoning Board of Commissioners,

On Thursday, July 20, 2023, The BRHA Board of Commissioners approved a motion to apply for a Zoning request to have one of our three owned properties (**Land Lot #315 of the 8th District, 2nd Section**) **re-zoned from its current classification of "R-2" Medium Density Residential to "R-3" High Density Residential.** This action would allow for all (3) three BRHA owned property locations to be zoned the same classification. This is being done for the purposes of planning future development and or re-development of all three locations to better serve the residents of the City of Blue Ridge and future residents of the City of Blue Ridge. This will provide an opportunity through partnering with a developer to bring fully accessible sites, dwelling structures, dwelling units and communal areas for families, elderly, disabled residents, and their guests. We would like the zoning board to recognize the existing "Cooperation Agreement" with the City of Blue Ridge, executed on April 13, 2021, in particular, Section 5 – Item "c" on page 4. The BRHA is a Tax-Exempt Entity; however, the Board of Commissioners, along with HUD, believes in honoring "good faith" agreements with the City to establish and ensure a successful partnership with all stakeholders and PILOT payments. The BRHA is asking the City of Blue Ridge Planning and Zoning Board to consider approving this application to have a positive impact on the current affordable/workforce housing crisis.

The BRHA would like to ask the City of Blue Ridge to consider this Application for Re-zoning for all the current Housing Authority property sites to be zoned the same, R-3. Please feel free to contact me at traver@blueridgeha.org or 706-632-5742 ext. 3. The BRHA is a Tax-Exempt Entity. However, the Board of Commissioners and me, along with HUD, believes in honoring "good faith" agreements with the City to establish and ensure a successful partnership with all stakeholders.

Thank you,


Traver Aiken
Executive Director

REQUIREMENTS FOR COMPLETING APPLICATION FOR REZONING CITY OF BLUE RIDGE, GEORGIA

The following items are required for submitting an application for rezoning:

1. **Original** notarized signatures of titleholder(s) and representative(s).
2. If the titleholder(s) is a domestic or foreign corporation, then the following documentation shall also be required:
 - (a) A notarized statement under oath that the individual signing on behalf of the corporation is duly authorized to execute the rezoning application on behalf of the corporation and that the execution of this specific rezoning application has been duly authorized;
 - (b) That any officer of the corporation executing the document does in fact occupy the official position indicated, that one in such position is duly authorized to execute such document on behalf of the corporation, and that the signature of such officer subscribed thereto is genuine; and
 - (c) That the execution of the document on behalf of the corporation has been duly authorized.
3. A copy of the warranty deed that reflects the current owner(s) of the property. Security deeds are not acceptable.
4. A current legal description of the subject property. If the application consists of several tracts, a legal description of each tract is required. A separate legal description of each zoning classification is also required, as well as an overall description of all tracts and/or classifications combined. No legal description should include more property than what has been requested for rezoning.
5. A copy of the paid tax receipt for the subject property. Properties with delinquent taxes may be withdrawn by Staff and/or delayed or denied by the City Council.
6. (a) A copy of current site plan and current boundary survey drawn to scale by a registered engineer, architect, land planner, or land surveyor currently registered in accordance with applicable state laws. (**Plans must be stamped**). These plans must include: (a) north arrow; b) land lot lines; c) district lines; d) lot lines; e) angles; f) bearing and distances; g) adjoining street with right-of-way (present and proposed); h) paving widths; i) the exact size and location of all buildings along with intended use; j) buffer areas; k) parking spaces; l) lakes and streams; m) utility easements; n) limits of the 100-year flood plain and acreage of flood plain; o) cemeteries; p) wetlands; q) access points; and r) stream buffers.
(b) Provide proposed site plan based on the requested rezoning.

NOTE: Three (3) drawings shall be no larger than 36" x 48" and two (2) copies must be 8½" x 11".

7. Zoning Application Disclosure forms attached hereto **must** be completed.
8. Every application for rezoning involving a request for a non-residential zoning district shall include a complete written, documented analysis of the impact of the proposed rezoning with respect to each of the following matters:
 - (a) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;
 - (b) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;
 - (c) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;
 - (d) Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;
 - (e) Whether the zoning proposal is in conformity with the policy and intent of the land use plan; and
 - (f) Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal.
9. Applicant, or representative for applicant, **must** attend the Zoning Hearings. Failure to attend may result in dismissal with prejudice, rejection of the application or continuance of the hearing at the City Council's sole discretion.
10. Application fee for rezoning. The fees are \$750 for every rezoning requesting a residential category and \$750 for every rezoning application seeking a commercial zoning. If the rezoning request exceeds ten (10) acres, the application fee shall be \$1,000 and shall increase by \$50 per acre to a maximum charge of \$2,500. Make all checks payable to "City of Blue Ridge".
11. Signs will be posted on or near the right-of-way of the nearest public street thirty (30) days before the public hearing. The zoning sign will be posted for every 500 feet of public road frontage. The rezoning fee includes the cost for one sign. To the extent a parcel or property has more than 500' of road frontage an additional sign will be required and each additional sign will be \$35 each. While City Staff will post the signs initially, it is the applicant's sole responsibility to maintain the signs continuously and failure to do so may prohibit consideration of the application at any scheduled public hearing. It is the responsibility of the applicant to ensure that signs remain posted throughout the advertising period, **including the day of the public hearings and to remain posted until the final decision by the City Council.**
12. Summary of Intent attached hereto **must** be completed.

Application for Rezoning City of Blue Ridge, Georgia

Application No. _____

PC Hearing Date: _____

City Council Hearing Date: _____

Applicant The Housing Authority of the City of Blue Ridge Phone# 706-632-5742
(applicant's name printed)

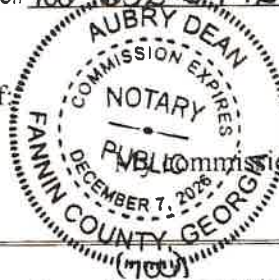
Address 30 Ouida St. Bldg. G1 Blue Ridge, GA. 30513 E-mail traver@blueridgeha.org

Traver Aiken Address 30 Ouida St. Bldg. G1 Blue Ridge, GA. 30513
(representative's name, printed)

Traver Aiken Phone# 706-632-5742 E-mail traver@blueridgeha.org
(representative's signature)

Signed, sealed and delivered in presence of:

Aubry Dean
Notary Public



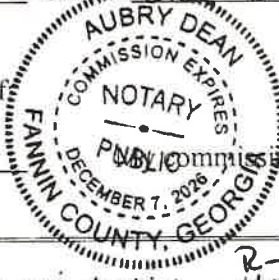
Public Commission expires: December 7, 2026

Titleholder The Housing Authority of the City of Blue Ridge Phone# 632-5742 E-mail traver@blueridgeha.org
(titleholder's name, printed)

Signature Traver Aiken Address 30 Ouida St. Bldg. G1 Blue Ridge, GA. 30513
(attach additional signature, if needed)

Signed, sealed and delivered in presence of:

Aubry Dean
Notary Public



Public Commission expires: December 7, 2026

Zoning Request From R-2 Medium density residential to R-3 High density residential
(present zoning) (proposed zoning)

For the Purpose of Affordable Housing Size of Tract 4.10 Acre(s)
(subdivision, restaurant, warehouse, apt., etc.)

Location 82 Ashe St. - 318 Boardtown Rd. (11) separate addresses
(street address, if applicable; nearest intersection, etc.)

Land Lot(s) 315 District(s) 8th

We have investigated the site as to the existence of archeological and/or architectural landmarks. I hereby certify that there are/are no such assets. If any exist, provide documentation with this application.



(applicant's signature)

We have investigated the site as to the existence of any cemetery located on the above property. I hereby certify that there is/is not such a cemetery. If any exist, provide documentation with this application.



(applicant's signature)

Application No. _____

Summary of Intent for Rezoning

Part 1. Residential Rezoning Information (attach additional information if needed)

- (a) Proposed unit square-footage(s): N/A at this time of request.
- (b) Proposed building architecture: N/A at this time of request.
- (c) List all requested variances: N/A at this time of request.

Part 2. Non-residential Rezoning Information (attach additional information if needed)

- (a) Proposed use(s): N/A
- (b) Proposed building architecture: _____
- (c) Proposed hours/days of operation: _____
- (d) List all requested variances: _____

Part 3. Other Pertinent Information (List or attach additional information if needed)

We are seeking potential unit sizes that meet minimum requirements that are in accordance with approved local regulation having jurisdiction.

Part 4. Is any of the property included on the proposed site plan owned by the Local, State, or Federal Government? (Please list all Right-of-Ways, Government owned lots, City owned parcels and/or remnants, etc., and attach a plat clearly showing where these properties are located).

The current site is owned and operated by the Housing Authority of the City of Blue Ridge, a "quasi", Federal Entity and is tax-exempt regulated by HUD. Applicable Lots 315.

**CAMPAIGN DISCLOSURE REPORT³ BY APPLICANT⁴
OR PERSON SPEAKING IN OPPOSITION**

(A separate form must be completed by each applicant or person speaking in opposition⁵)

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating two hundred fifty dollars (\$250.00) or more or made gifts having in the aggregate a value of two hundred fifty dollars (\$250.00) or more to a member or members of Blue Ridge City Council or Blue Ridge Planning Commission who will consider the application?

No

If so, the applicant and the attorney representing the applicant must file a disclosure report with the City Council of the City of Blue Ridge within ten (10) days after this application is first filed.

Please apply the following information that will be considered as the required disclosure:

The name of the member(s) of the City Council or Planning Commission to whom the campaign contribution or gift was made: N/A

The dollar amount of each campaign contribution made by the applicant to the member(s) of the City Council or Planning Commission during the two (2) years immediately preceding the filing of this application and the date of each such contribution: N/A

An enumeration and description of each gift having a value of two hundred fifty dollars (\$250.00) or more made by the applicant to the member(s) of the City Council or Planning Commission during the two (2) years immediately preceding the filing of this application: N/A

I certify that the foregoing information is true and correct, this 28 day of July, 2023


Applicant's Signature

³ If the answer to any of the above is "Yes," then the member of the City Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council for the City of Blue Ridge, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

⁴ Applicant means any person who applies for a rezoning action and any attorney or other person representing or acting on behalf of a person who applies for a rezoning action.

⁵ Any person wishing to speak in opposition to a rezoning application must also file a Campaign Disclosure Report.

PROPERTY/FINANCIAL DISCLOSURE REPORT¹ BY APPLICANT²
(A separate form must be completed by each applicant)

Does any member of the Blue Ridge City Council or Blue Ridge Planning Commission have a property interest (direct or indirect ownership, including any percentage of ownership less than total) in the subject property? No

If so, describe the nature and extent of such interest: _____

Does any member of the Blue Ridge City Council or Blue Ridge Planning Commission have a financial interest (direct ownership interests of the total assets or capital stock where such ownership interest is ten percent (10%) or more) of a corporation, partnership, limited partnership, firm, enterprise, franchise, association, or trust, which has a property interest (direct or indirect ownership, including any percentage of ownership less than total) upon the subject property? No

If so, describe the nature and extent of such interest: _____

Does any member of the Blue Ridge City Council or Blue Ridge Planning Commission have a spouse, mother, father, brother, sister, son or daughter who has any interest as described above? No

If so, describe the relationship and the nature and extent of such interest: _____

I certify that the foregoing information is true and correct, this 28 day of July, 2023.



Applicant's Signature

¹If the answer to any of the above is "Yes," then the member of the Blue Ridge City Council or Planning Commission must immediately disclose the nature and extent of such interest, in writing, to the City Council for the City of Blue Ridge, Georgia. A copy should be filed with this application. Such disclosures shall be a public record and available for public inspection at any time during normal working hours.

²Applicant means any person who applies for a rezoning action and any attorney, or other person representing or acting on behalf of a person who applies for a rezoning action.

Phone: 706-632-5742
Fax: 706-632-2406
Email: traver@blueridgha.org



HOUSING AUTHORITY OF CITY OF BLUE RIDGE
30 OUIDA ST. BLDG G1
BLUE RIDGE, GA. 30513

Website: BlueRidgeHA.org

AFFIDAVIT IN SUPPORT OF REZONING APPLICATION OF THE BLUE RIDGE HOUSING AUTHORITY

Affidavit of Traver Aiken

STATE OF GEORGIA,

COUNTY OF FANNIN.

Personally appeared before me, the undersigned officer, duly authorized to administer oaths, Traver Aiken, who states under oath as follows:

1.

My name is Traver Aiken. I am more than eighteen (18) years of age and authorized to make this affidavit based upon my own personal knowledge and information.

2.

I am the duly appointed Executive Director of the Blue Ridge House Authority. As the Executive Director of the Blue Ridge Housing Authority, I handle the day-to-day operations of the Blue Ridge Housing Authority including management of the housing complexes, the handling of administrative tasks required to operate the housing complexes of the Blue Ridge Housing Authority, attend the public meetings of the Board of the Blue Ridge Housing Authority, and serve as Secretary to the Board regarding the preparation and maintenance of the official minutes of the Board meetings of the Board of the Blue Ridge Housing Authority.

3.

On Thursday, July 20, 2023, the Board of the Blue Ridge Housing Authority met for its regularly scheduled meeting for July 2023, and after proper posting and notice regarding the public meeting. In the July 20, 2023 meeting, the Board passed a motion that was approved unanimously by all members of the Board, and which authorized the administrative agents of the Board, including myself and the Board Attorney, to take all actions necessary to rezone all properties of the Board to Multi-family Residential District (R-3) under the City of Blue Ridge Zoning Ordinance. As the Secretary of the Board for the meeting, I have prepared official minutes of the meeting, and with those official minutes attached to this Affidavit, and which are incorporated into this Affidavit. The official minutes will be formally approved by the Board



Phone: 706-632-5742
Fax: 706-632-2406
Email: traver@blueridgha.org


HOUSING AUTHORITY OF CITY OF BLUE RIDGE
30 OUIDA ST. BLDG G1
BLUE RIDGE, GA. 30513

Website: BlueRidgeHA.org

in the next Board meeting, but based upon my personal knowledge, the proposed minutes accurately reflect the Board's authorization to rezone any Board properties that are not R-3, to be rezoned to R-3, and have authorized administrative staff and the Board Attorney to take the actions necessary to achieve the rezoning, and have authorized the filing of a rezoning application on behalf of the Blue Ridge Housing Authority with the City of Blue Ridge, Georgia.

4.

Based upon this approved Board action as identified hereinabove, as the Executive Director of the Blue Ridge Housing Authority, I have been duly authorized to execute the rezoning application on behalf of the Blue Ridge Housing Authority and that the specific rezoning application of the Board as to which this Affidavit is a part of, has been duly authorized by the Board. I further certify and state that as the Executive Director, I do in fact occupy this official position, and have been authorized to sign the rezoning application on behalf of the Blue Ridge Housing Authority and that my signature on the rezoning application is genuine. Further, as stated herein, the execution of the rezoning application on behalf of the Board, by myself as Executive Director, was duly authorized by the Board of the Blue Ridge Housing Authority in the July 20, 2023 public meeting of the Board.

Further, affiant sayeth not.

By:  (SEAL)

Traver Aiken
Executive Director of the
Blue Ridge Housing Authority

Sworn to and subscribed
before me this 28 day
of July, 2023.


Notary Public

My Commission Expires:

[Affix Notary Seal]



MINUTES
Of a
BOARD MEETING

for
The Housing Authority of the City of Blue Ridge, Georgia

July 20, 2023

Chairperson Thompson noted, this is a regular monthly Board Meeting. The first item on the agenda was to call the meeting to order; a Board Meeting, with the Board of Commissioners of the Housing Authority of the City of Blue Ridge was held at 3:00 p.m. EDT on July 20, 2023, in the community room at the offices of the Authority located at 30 Ouida St. in Blue Ridge, Georgia.

- I. **The meeting was called to order by Chairperson Thompson at 3:01 pm. BRHA Attorney, David Syfan, was in attendance for this board meeting.**

*Mayor Haight certified and appointed new board member, Laura Ray, on June 27, 2023. Laura Ray appointment replaces James Yacavone's as Vice Chair Board Member.

Roll Call –

Commissioners present were as follows:

Teresa Skinner – Resident Board Member
Ginger Rogers – Board Member
Donna Thompson – Board Chair
Grant Fitts – Board Member
Laura Ray – Vice Board chair

Commissioners not present were as follows:

None

"Ayes":

Teresa Skinner
Ginger Rogers
Donna Thompson
Grant Fitts
Laura Ray

"Nays": None

- II. **Welcome new BRHA Board Member, Laura Ray who has replaced James Yacavone –**
a. **Executed Certification from the Mayor replaces James Yacavone as BRHA Board member. New Board Member material previously provided to Laura Ray.**
- III. **Approval of 7-20-2023 Board Agenda.**
Motion made to approve agenda.
Motion – Ginger Rogers; Second – Teresa Skinner. Approved – Unanimous
- IV. **Approval of 6-15-2023 Board Minutes.**
Motion made to approve minutes for 6-15-23.
Motion – Ginger Rogers; Second – Teresa Skinner; Third - Grant Fitts. Approved – Laura Ray abstained due to being new member.
- V. **Discussion – Development, capital improvements during turnarounds, costs and abilities to do in-house.**
a. RFP and RFQ – review a draft for each.

- b. Review Capital Improvement Log History of all apartments and discuss ideas and logistics. Any potential funding opportunities – DCA, USDA, Hud, etc....
- c. What are our development possibilities? Which existing site locations to redevelop and do any potential capital upgrades?

Motion made to approve submitting a Rezoning application for Lot 315 from R-2 to R-3 to match all current zoning for all BRHA properties.

Motion – Ginger Rogers; Second – Grant Fitts. Approved – Unanimous

VI. Discussion of All previous PILOT Payments to the City of Blue Ridge.

- a. City Administrator emails and the BRHA history of PILOT payments and cooperation agreement

No Action taken.

VII. Discussion - BRHA HUD and general resident related news.

July 2023 Newsletter

No Action Taken

VIII. Public Comment – No Public comments

IX. Adjourn to Executive Session – No Executive Session

X. Adjourn Meeting - Meeting was adjourned.

Motion – Grant Fitts, Second – Ginger Rogers. Approved – Unanimous – 4:26 pm

Respectfully submitted: Traver Aiken – Executive Director/Secretary


 Traver Aiken – Secretary

7/27/23
 Date

 Donna Thompson -Chairperson

 Date

Or

 Laura Ray - Vice-Chairperson

 Date

Warranty D-d From
Counhouse

7/28/23

STATE OF GEORGIA FANNIN COUNTY
THIS INDENTURE, Made this 17th day of November, in the year of our lord one thousand nine hundred and Fifty Nine between J. W. McKinney of the first part, and Jack E. Jones of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One Dollar (\$1.00) And other valuables Dollars, cash in hand paid, the receipt of which is hereby acknowledged, has bargained, sold and doesby these presence bargain sell, remise, release and forever quit claim to the said party of the second part his heirs and assigns, all the right, title, interest, claim or demand which the party of the first part has or may have had in and to All that tract or parcel of land situated lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and in the City of Blue Ridge, recorded in Plat Book No. 1 page 63, and being part of the Old Mary P. Willingham property described as follows:

Commencing at a nail and cap located in paving at Intersection of center line of Boardtown Road and the Western right of way of Old Highway thru the center of town; and running thence S 14 Deg. 34' E along the Western side of said Highway a distance of 18.16 feet to point of Beginning; thence S. 14 deg 34' E along the Western right of way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State Highway and a gravel road; thence S. 30 deg. 08' W. 155.59 feet to a point; thence S. 36 deg. 22' W. 124.65 feet to a point; thence S. 25 Deg. 05' W. 86.0 feet to a point; thence S. 44 Deg. 20' W. 67.6 feet to an iron pin; thence N. 67 deg. 33' W 365.82 feet to an iron pin; thence N. 23 deg. 50' E 370.3 feet. to a point located on South side of Boardtown road; thence N. 87 deg. 01' E. 128.82 feet along the Southern side of Boardtown Road to a point; thence S. 83 deg. 07' E. 130.15 feet to a point; thence S. 68 deg. 40' E 164.93 feet to the point of beginning of the tract of land herein described.

Said tract or parcel of land owned at present by Jack (J.E.) Jones and containing 4.095 acres as surveyed and described by J. B. Baskin, Georgia Registered Surveyor No. 98 for the Housing Authority of the City of Blue Ridge, Georgia.

with all the rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD The said described premises unto the said party of the second part his heirs and assigns, so that neither the said party of the first part nor his heirs, nor any other person or persons claiming under him shall at any time, claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, THE Said party of the first part has hereunto set his hand and affixed his seal the day and year above written.
Signed, sealed and delivered in presence of

Elizabeth Kincaid
R. K. Ballew NP(SEAL)
Notary Public, Fannin County, Georgia

J. W. McKinney (SEAL)

Recorded this the 19th day of November, 1959.

[Signature] CLERK

6.05

STATE OF GEORGIA
COUNTY OF FANNIN

WARRANTY DEED

THIS INDENTURE, Made this 17th day of November, in the Year of Our Lord one Thousand Nine Hundred and fifty nine between Jack E. Jones of the State of Georgia and County of Fannin of the first part, and the Housing Authority of the city of Blue Ridge, a corporation created by an Act of the State Legislature of Georgia, with principal office in the City of Blue Ridge, Fannin County, Georgia, its successors and assigns, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Five Thousand Four Hundred (\$5,400.00) Dollars in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all that tract or parcel of land situated, lying and being in the 8th District and 2nd Section of Fannin County, Georgia in the City of Blue Ridge, Recorded in Plat Book No 1. page 63, And being a part of the Old Mary P. Willingham property described as follows:

Commencing at a nail and cap located in paving at Intersection of Center line of Boardtown road and the Western right of way of Old Highway through the center of town; thence S 14 deg. 34' E. Along the Western side of said highway a distance of 18.16 feet to Point of Beginning; thence S. 14 Deg. 34' E along the Western right of way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State highway and gravel road; thence S. 30 Deg. 08' W. 155.59 feet to a point; thence S. 36 deg. 22' W 124.65 feet to a point; thence S. 25 Deg. 05' W. 86.0 feet to a point; thence S. 44 deg. 20' W 67.6 feet to an iron pin; thence N. 67 Deg. 33' W. 365.82 feet to an Iron pin; thence N. 23 deg. 50' . 370.3 feet to a point located on South side of Boardtown road; thence N. 87 Deg. 01' E 128.82 Feet along the Southern side of Boardtown Road to a point; thence S. 83 Deg. 07' E. 130.15 feet to a point; thence S. 68 deg. 40' E. 164. 93 Feet to the point of beginning of the tract of land herein described.

Said tract or parcel of land owned at present by Jack E. (J.E) Jones and containing 4.095 acres as surveyed and described by J. P. Baskin Georgia Registered Surveyor No. 98, for the Housing Authority of the City of Blue Ridge, Georgia.

Said property being that conveyed to Grantor by warranty deeds of A..R. Royal dated February 20, 1956, and January 29, 1957, of record in Book 25, page 267, and Book 26, page 362. Respectively Clerks Office, Superior Court of Fannin County Georgia.

Being also that property conveyed by Herbert and Pearl Allen to A. R. Royal by warranty deed dated November 30, 1953, of record in Book 23, page 285, Clerks Office, Superior Court of Fannin County, Georgia.

TO HAVE AND TO HOLD The said tract or parcel of land with all and singular the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever, in Fee Simple.

And the said party of the first part, for his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said party of the second part its successors and assigns, against the claims of all persons whomsoever.

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

Continued on next page



Issuing Agent: Wright W. Smith
Issuing Office: Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP
ALTA® Universal ID: 1148479

SCHEDULE A

1. Commitment Date: July 20, 2019
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy w/ GA Modifications
Proposed Insured:
Proposed Policy Amount: \$
 - (b) 2006 ALTA® Loan Policy w/ GA Modifications
Proposed Insured: TBD, its successors and/or assigns, as their interests may appear
Proposed Policy Amount: \$TBD
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. Title to the fee simple estate or interest in the Land is at the Commitment Date vested in:

Housing Authority of the City of Blue Ridge , Georgia
5. The Land is described as follows: See Exhibit A attached hereto and made a part hereof

COMMONWEALTH LAND TITLE INSURANCE COMPANY

By: 
Wright W. Smith
Authorized Signatory

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165B10

ALTA Commitment for Title Insurance 8-1-16 w- GA Mod

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records, to-wit:
 - a. Deed from Housing Authority of the Housing Authority of the City of Blue Ridge, Georgia to TBD conveying subject property, must be executed and filed for record.
 - b. Security Deed from TBD to TBD conveying subject property, must be executed and filed for record.
5. If any party to the transaction is an artificial person, proof satisfactory to the Company that it is legally formed, in existence and in good standing, that the transaction has been duly authorized and that the persons who will execute the documents have been authorized to do so.
6. Payment of all taxes and assessments assessed against the Land which are due and payable.
7. Payment of all charges or assessments which are due and payable for water, sewer, sanitary services, garbage, or other utilities or services for which the county or municipality in which the Land is located has a lien.
8. The following must be furnished in form and substance satisfactory to the Company to delete or amend (in accordance with the facts established) the Exceptions set forth on Schedule B, Part II:
 - a. As to Exception Numbers 3 and 4: Receipt of a current accurate survey and surveyor's inspection report on the Land.
 - b. As to Exception Number 5: Receipt of satisfactory proof in affidavit form establishing who is in possession of Subject Property, and under what right.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C165B10

ALTA Commitment for Title Insurance 8-1-16 w- GA Mod

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SCHEDULE B, PART I
Requirements
(continued)

- c. As to Exception Number 6: (i) Satisfactory proof that improvements and/or repairs or alterations to the Land are completed; that contractors, subcontractors, laborers and materialmen are paid in full at the agreed price or (ii) if the loan is a construction loan, satisfactory proof that no work has begun, no materials delivered, no tools or equipment furnished and no services rendered on or with respect to the Land.

- d. As to Exception Numbers 2 and 7: Receipt of satisfactory proof of payment of all taxes, charges, assessments, levied and assessed against subject property, which are due and payable, together with an affidavit from the owner of Subject Property as of the date of insured instrument, stating that all taxes, charges, assessments, levied and assessed against Subject Property which are due and payable have been paid, and that said owner has no knowledge of any pending assessments.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. All taxes for the year 2019 and subsequent years, not yet due and payable, and any additional taxes for the current year or any prior years resulting from a reassessment, amendment or re-billing of city or county taxes subsequent to the Effective Date.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements, not shown by the public records.
5. Rights or claims of parties in possession not shown by the Public Records.
6. Liens or rights to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. This policy does not insure the exact amount of acreage contained within the Land.
9. Declaration of Trust dated February 10, 1960 and recorded in Deed Book MTG, Page 313 in the Office of the Clerk of Superior Court Fannin County, Georgia (Tract One being Parcel No. 1 on said instrument.
10. Declaration of Trust, dated January 31, 1992 and recorded in Deed Book 181, Page 249 in the Office of the Clerk of Superior Court Fannin County, Georgia. (Tract One being Parcel No. 1 on said instrument.

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EXHIBIT A

Tract One: All that tract or parcel of land, situated, lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and in the City of Blue Ridge, recorded in Plat Book No. 1, Page 63, and being a part of the old Mary Willingham property, described as follows:

Commencing at a nail and cap located in paving at intersection of centerline, of Boardtown Road and the Western right-of-way of old Highway No. 76 through the center of town, also known as East Main Street; and running thence South 14 degrees 34 minutes East along the Western side of said Highway a distance of 18.16 feet to POINT OF BEGINNING; thence South 14 degrees 34 minutes East along the Western right-of-way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State Highway and a gravel road locally known as Victor Avenue; thence South 30 degrees 08 minutes West 155.59 feet to a point; thence South 36 degrees 22 minutes West 124.65 feet to a point; thence South 25 degrees 05 minutes West 86.0 feet to a point; thence South 44 degrees 20 minutes West 67.6 feet to an iron pin; thence North 67 degrees 33 minutes West 365.82 feet to an iron pin; thence North 23 degrees 50 minutes East 370.3 feet to a point located on South side of Boardtown Road; thence North 87 degrees 01 minute East 128.82 feet along the Southern side of Boardtown Road to a point; thence South 83 degrees 07 minutes East 130.15 feet to a point; thence South 68 degrees 40 minutes East 164.93 feet to the POINT OF BEGINNING of the tract of land herein described. Said tract or parcel of land formerly owned Jack Jones and containing 4.095 acres, or 178,378 square feet.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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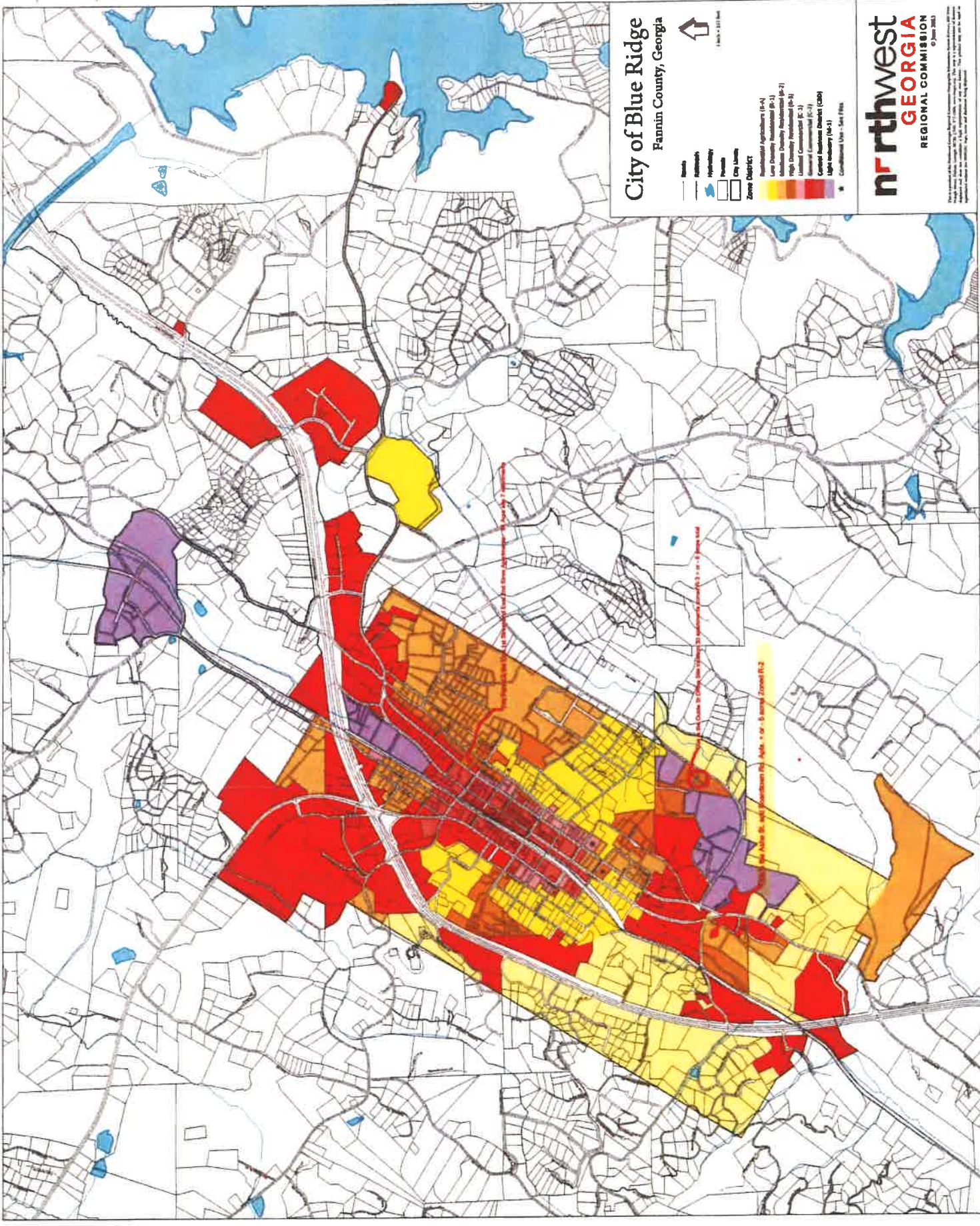
City of Blue Ridge Fannin County, Georgia

Scale: 1 inch = 100 feet



- Water
- Highway
- Arterial
- Primary
- City Limits
- Zone District
- Neighborhood Agriculture (N-A)
- Low Density Residential (R-1)
- Medium Density Residential (R-2)
- High Density Residential (R-3)
- Unimproved Commercial (C-1)
- General Commercial (C-2)
- General Business District (GBD)
- Light Industrial (I-1)
- Community Use - Salt Piles

northwest
GEORGIA
REGIONAL COMMISSION
© June 2003



This map was prepared by Northwest Georgia Regional Commission, Planning and Zoning Department, in cooperation with the City of Blue Ridge, Georgia. The map is for informational purposes only and does not constitute a legal document. For more information, please contact the City of Blue Ridge, Georgia, Planning and Zoning Department.

Department of the Treasury
Internal Revenue Service

7/27/23

*Tax Exempt Entity
see attached Cooperation Agreement*

07472087 L

HOUSING AUTHORITY OF THE CITY OF
BLUE RIDGE
INDUSTRIAL BLVD
PO BOX 88
BLUE RIDGE GA. 30513

Date of This Notice

If you inquire about
your account, please
refer to this
number or attach a
copy of this notice

07-03-84
Employer Identification Number

58-1572359

NOTICE OF NEW EMPLOYER IDENTIFICATION NUMBER ASSIGNED

Thank you for your Form SS-4, Application for Employer Identification Number. The number assigned to you is shown above. This number will be used to identify your business account and related tax returns and documents, even if you do not have employees.

Please keep a copy of this number in your permanent records. Use this number and your name, exactly as shown above, on all Federal tax forms that require this information, and refer to the number on all tax payments and tax-related correspondence or documents.

If your business is a partnership which must obtain prior approval for its tax year, the tax year you entered in Block 3 of your Form SS-4 does not establish a tax year. For guidance in determining if you must request prior approval and the method of doing so, see IRS Publication 538, Accounting Periods and Methods, available at most IRS offices.

Please note that the assignment of this number does not grant tax-exempt status to nonprofit organizations. For details on how to apply for this exemption, see IRS Publication 557, Tax-Exempt Status for Your Organization, available at most IRS offices.

Thank you for your cooperation.
575 B 941E

COOPERATION AGREEMENT

This Agreement entered into this 13th day of April, 2021 that will be in effect for a 50 year period ending the 13th day of April 2071 by and between the Housing Authority of the City of Blue Ridge (herein called the "Local Authority") and the City of Blue Ridge, Georgia, (herein called the "Municipality") witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - a. The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"; excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of the Agreement.
 - b. The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project, if it were not exempt from taxation.
 - c. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
 - d. The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangements or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morale.
2. The local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Project comprising of approximately 100 units of low-rent housing and (b) to develop and administer such

Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Georgia all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or

(ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charges for or with respect to such Project.

- a. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during the fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.
- b. The municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to All of the taxing Bodies for such year if the

project were not exempt from taxation: Provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

- c. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, that, where more than one family is living in an unsafe or insanitary dwelling units the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein, and Provided, further, that this paragraph 4 shall not apply in the case of (i) any project developed on the site of a slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.
5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or all, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the

Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- a. Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
- b. Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interests as the Municipality may have in such vacated areas, and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
- c. Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;
- d. Accept grants of easements necessary for the development of such Project; and
- e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project(s)

6. In respect to any Project, the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:
 - a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvements, paving and installation thereof in accordance with specifications acceptable to the Municipality;
 - b. It will accept necessary dedications of land for, and will grade, improve, pave and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
 - c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).
7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has been agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Authority.
8. No Cooperation agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.
9. So long as any contract between the Local Authority and the PHA for loans

(including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to such Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall ensure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

10. In addition to the Payments in Lieu of Taxes and in further consideration for the public service and facilities furnished and to be furnished in respect to any Project for which no Annual Contribution Contract had been entered into prior to _____, between the Local Authority and the PHA.

- a. After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid (1) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefore shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (2) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;
- b. If, at any time, such Project or any part thereof is sold, such sale shall be

the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause 1 (2) of this section 10; provided , that the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project

- c. The municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project

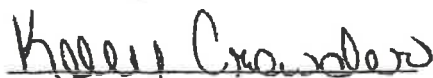
IN WITNESS WHEREOF the Municipality and the Authority have respectively caused this Agreement to be signed and attested and their seals to be affixed hereto as of the day and year first above written.

CITY OF BLUE RIDGE, GEORGIA

BY: 
Mayor

(SEAL)

Attest:


City Clerk

HOUSING AUTHORITY OF THE CITY OF
BLUE RIDGE

BY: Tonya Muelle
Chairperson

(SEAL)

Attest:

Dwain Als
Secretary

HULSEY, OLIVER & MAHAR, LLP

EST. 1914

JULIUS M. HULSEY
R. DAVID SYFAN
THOMAS L. FITZGERALD
THOMAS D. CALKINS
ABBOTT S. HAYES, JR.
PAUL B. SMART
JASON A. DEAN
T. WESLEY ROBINSON
JASON E. VOYLES
JESSICA M. LUND
VANESSA E. SYKES
MONICA B. HATFIELD

ATTORNEYS AT LAW

October 30, 2023

E.D. KENYON
(1890-1981)
SAMUEL L. OLIVER
(1942-2011)

OF COUNSEL

JAMES E. MAHAR, JR.
(Practice Limited to
Mediation and Arbitration)
JANE A. RANGE
CHRISTOPHER J. WALKER, III

VIA Email – esoroka@cityofblueridgega.gov
and U.S. Mail

City of Blue Ridge
Mayor and Council
480 W. First Street
Blue Ridge, GA 30513-4678

Attn: City Administrator Eric Soroka

Re: Constitutional Notice Regarding Rezoning Request by
Blue Ridge Housing Authority (“BRHA”) to Rezone Lot No. 315
(Boardtown Road Property) from Medium Density Residential (R-2)
to High Density Residential (R-3) (the “Application”)

Dear Mayor and City Council:

This letter serves as Blue Ridge Housing Authority’s (“BRHA”) Constitutional Notice regarding the above-referenced Application and as to the property referenced as Parcel No. 1 of the enclosed “Declaration of Trust.”

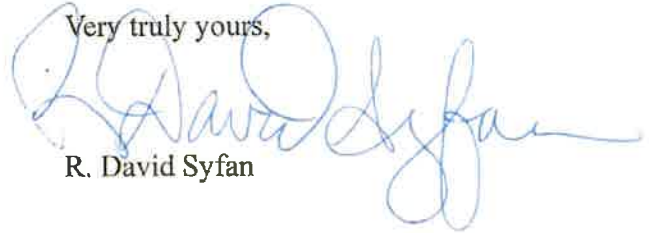
Failure to grant the Application or the imposition of unreasonable conditions, would unreasonably impair and destroy BRHA’s property rights without first paying fair, adequate and just compensation for such rights, in violation of Article I, Section I, Paragraph I of the Constitution of the State of Georgia, Article I, Section III, Paragraph I of the Constitution of the State of Georgia, the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, and the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States.

Failure to grant the Application or the imposition of unreasonable conditions would be unconstitutional, illegal, null and void, constituting a taking of BRHA’s property in violation of the Just Compensation Clause of the Fifth Amendment to the Constitution of the United States, Article I, Section I, Paragraph I, and Article I, Section III, Paragraph I of the Constitution of the State of Georgia, and the Equal Protection and Due Process Clauses of the Fourteenth Amendment to the Constitution of the United States.

City of Blue Ridge
Mayor and Council
Attn: City Administrator Eric Soroka
October 30, 2023
Page - 2

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in blue ink, appearing to read "R. David Syfan". The signature is fluid and cursive, with a large initial "R" and "D".

R. David Syfan

RDS/lc/16572/4894-0870-9514

Enclosure

PROJECT NO. GA-202-1

BLUE RIDGE, GEORGIA

Parcel No. 1

All that tract or parcel of land, situated, lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and in the City of Blue Ridge, recorded in Plat Book No. 1, Page 63, and being a part of the old Mary Willingham property; described as follows:

Commencing at a nail and cap located in paving at intersection of centerline of Boardtown Road and the western right of way of old Highway No. 76 through the center of town, also known as East Main Street; and running thence South 14 degrees 34 minutes East along the western side of said Highway a distance of 18.16 feet TO POINT OF BEGINNING; Thence South 14 degrees 34 minutes East along the western right of way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State Highway and a gravel road locally known as Victor Avenue; Thence South 30 degrees 08 minutes West 155.59 feet to a point; Thence South 36 degrees 22 minutes West 124.65 feet to a point; Thence South 25 degrees 05 minutes West 86.0 feet to a point; Thence South 14 degrees 20 minutes West 67.5 feet to an iron pin; Thence North 67 degrees 33 minutes West 365.82 feet to an iron pin; Thence North 23 degrees 50 minutes East 370.3 feet to a point located on south side of Boardtown Road; Thence North 87 degrees 01 minute East 128.82 feet along the southern side of Boardtown Road to a point; Thence South 83 degrees 07 minutes East 130.15 feet to a point; Thence South 68 degrees 40 minutes East 164.93 feet to the point of beginning of the tract of land herein described. Said tract or parcel of land owned at present by Jack Jones and containing 4.095 Acres, or 178,378 square feet.

Parcel No. 2

All that tract or parcel of land situated, lying and being in the City of Blue Ridge, Fannin County, Georgia, and being Lots Numbers 60, 61, 62, 79, 80, 81, and Parts of Lots Numbers 59 and 82 of the G. E. L. Falls addition to the City, and further described as follows:

Commencing at a fire hydrant located approximately at the northwest corner of East Second Street and Mountain Street (unopened) and extending North 31 degrees 30 minutes East along the west side of East Second Street a distance of 183 feet to point of beginning; Thence North 53 degrees 0 minutes West 235.5 feet, to a point located on East side of Highway No. 76 and 2; Thence along the East Right of Way of said Highway No. 37 degrees 23 minutes East 175 feet to a point; Thence South 52 degrees 53 minutes East 217.4 feet to a point located on the West side of East Second Street; Thence along the West side of East Second Street South 31 degrees 30 minutes West 175 feet to point of beginning. Said tract or parcel belonging to Rose and Rudy Seabolt and containing a total of 0.910 Acres.

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-at-law in the State of Georgia, certifies that I have examined the Declaration of Trust executed by the Housing Authority of the City of Blue Ridge, Georgia, dated February 10, 1960, declaring, creating and holding in trust for the benefit of the Public Housing Administration and others, certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Georgia and the recording thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Clerk of Superior Court of Fannin County, Georgia in Deed Book Number MTG. V, Page Number 313-314.

Dated at Blue Ridge, Georgia on this, the 16th day of February, 1960.



H. K. Holloway, Attorney



October 30, 2023

BRHA PILOT (Payment in Lieu of Taxes) Summary of Pilot payments to the city

Dear Mayor and City Council Members,

This is a PILOT (Payment in lieu of Taxes) summary and back-up for the BRHA Board of Commissioners and for further discussion on PILOT Application of funds with the Blue Ridge Mayor, City Council and City Administrator. The BRHA and the City of Blue Ridge have a history as it relates to the PILOT, Cooperation Agreement, and the responsibilities set-forth in the executed and recorded "Deeds of Dedication" and "Declaration of Trust" between both parties. The BRHA is requesting the City of Blue Ridge to apply the PILOT payments by honoring the executed Cooperation Agreement, Deed of Dedication, Declaration of Trusts and **Georgia Law Code Section 8-3-8** {Tax Exemption and Payment in lieu of Taxes} to the following items:

1. **Sewer Line Replacement** at Ashe St. Apts. see attached site map for reference. BRHA has multiple back-ups each year with this sewer line, and it can and has backed-up into some apartments bathtubs and sinks. This issue has been discussed the City since 2017; see attached site map indicating the areas of concern. Uncover all manholes located throughout the BRHA properties due to years of silt build-up and remove silt and replace the lines.
2. **Garbage Collection Services** for the BRHA Residents. 1 Residential Company is available for new accounts to any new or existing BRHA resident. The City offers 3 companies on their website to contact in order to establish any new accounts. As of 10/30/23 only one of the 3 listed companies provide new residential accounts for the BRHA resident and they sub-contract that out to a 3rd party that is not listed on the City's website. See attached list from the City of Blue Ridge website. See attached; Traver Aiken has verbally spoken with each "qualified Trash Collection vendor for verification.
3. **Retail meters at Ashe St., Boardtown Rd. and East 1st and East 2nd St.** (17 apartments only remain.) Install 17 meters and help with potential Tap Fees, Meter Fees and BRHA support for covering initial deposits for new accounts. These are the original 18 apartments built in 1960 (Boardtown/Ashe St./East 1st and East 2nd street locations.) Due to the delay in development and with the newly approved zoning changes the BRHA will need to provide residential meters for only 17 of these 18 apartments. This installation will allow for better tracking of usage and reduce the amount of water being wasted. Currently, all water must be turned off to each apartment to correct one leak due to it being on a master meter. It will also be a monthly expense savings to the BRHA and will help reduce the "residents rent" based on an increase to the current utility allowance provided to each household based on bedroom size. The Utility allowance is based on actual consumption data for a 1-year period of all apartments. Depending on what the future development is for the BRHA will determine if this is something that will be necessary.



4. **Future development and zoning.** BRHA submitted a Rezoning request on July 28, 2023. Refer to Item #5 part "c" of the Cooperation Agreement (see attached agreement, page 4 highlighted part "c"). The application for rezoning is for 1 property, Lot #315, to be rezoned from its current R-2 (medium Density) to R-3 (High Density) with the density limit of 10 units per acre. If this is approved by the City then the BRHA will have all 3 site locations zoned the same, R-3 and provide better potential proposals from responding developers. Item 5 part "c" of the Cooperation Agreement, as mentioned above, indicates how the City should work with the Housing Authority in the development of more affordable housing for the City Residents.
5. **Paving as to Sidewalks** of Parking Roads (Ashe St.) parking lot aprons (R.O.W.'s off Ouida St.) See Executed Deeds of Dedication dated August 8, 1995, and the "Declaration Trust" dated June 17, 1959, and Cooperation Agreement dated April 13, 2023, and ending on April 13, 2071. See Items #6 parts "a" through "c" of the attached Cooperation Agreement for reference.
6. **Drainage Ditch and Erosion** at the following locations, Industrial Blvd., Ouida St., and Boardtown Rd. Dig out and remove the built-up run-off/silt from drainage ditch along Ouida St.
7. **Re-Connect fees and Transfers from apartments with the BRHA sites** for BRHA when putting apartments back into the BRHA's name – Also, the City Water Department requires a new resident to provide an executed Lease showing the address. However we require the new resident to establish their utility accounts prior to signing the lease to ensure they can get into their name before they move in. (due to past instances where they fail to get it in their name at all). When residents transfer to another apartment still within the BRHA inventory the resident is not allowed to transfer the current deposit to the new apartment which is an economic burden to the resident.

Under the Cooperative Agreement, BRHA can retain the PILOT payment to address the above issues, and which helps the City by BRHA using the funds to address these issues (and then the City only has to address whatever the funds won't cover).

The BRHA would also like to ask the City of Blue Ridge to generate a process for both parties to follow when considering the above-mentioned items and other possible items each year if/when PILOT is used by BRHA to address the issues or is received by the City. The BRHA is a Tax-Exempt Entity. However the Board of Commissioners, along with HUD, believes in honoring "good faith" agreements with the City to establish and ensure a successful partnership for all stakeholders. The issues mentioned above do and have affected our "Physical Assessment" by HUD and more importantly the day-to-day routines of our residents.

The Blue Ridge Housing Authority would like to organize a meeting with representatives of both organizations to continue this conversation and establish a working relationship with each other and for the citizens of Blue Ridge. Please review this and please don't hesitate to reach out if you have any questions; let me know if the BRHA Director and City Manager can schedule a date and time in the near future to sit-down and continue this conversation.

Thank you.


Traver Aiken
Executive Director

EXHIBIT 1

COOPERATION AGREEMENT

This Agreement entered into this 13th day of April, 2021 that will be in effect for a 50 year period ending the 13th day of April 2071 by and between the Housing Authority of the City of Blue Ridge (herein called the "Local Authority") and the City of Blue Ridge, Georgia, (herein called the "Municipality") witnesseth:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:
 - a. The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the Public Housing Administration (herein called the "PHA"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the PHA, or its predecessor agencies, prior to the date of the Agreement.
 - b. The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project, if it were not exempt from taxation.
 - c. The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and non-dwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
 - d. The term "Slum" shall mean any area where dwellings predominate which, by reason of dilapidation, overcrowding, faulty arrangements or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, are detrimental to safety, health or morale.
2. The local Authority shall endeavor (a) to secure a contract or contracts with the PHA for loans and annual contributions covering one or more Project comprising of approximately 100 units of low-rent housing and (b) to develop and administer such

Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and statutes of the State of Georgia all Projects are exempt from all real and personal property taxes and special assessments levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or

(ii) any contract between the Local Authority and the PHA for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes or special assessments upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and in payment for the public services and facilities furnished from time to time without other cost or charges for or with respect to such Project.

a. Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent actually collected but in no event to exceed ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during the fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

b. The municipality shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to All of the taxing Bodies for such year if the

project were not exempt from taxation: Provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

- c. Upon failure of the Local Authority to make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.
4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, effective closing, or compulsory repair or improvement, of unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, that, where more than one family is living in an unsafe or insanitary dwelling units the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein, and Provided, further, that this paragraph 4 shall not apply in the case of (i) any project developed on the site of a slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (ii) any Project located in a rural nonfarm area.
5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-income housing purposes, or (ii) any contract between the Local Authority and the PHA for loans or annual contributions, or all, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the PHA in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the

Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

- a. Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;
- b. Vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interests as the Municipality may have in such vacated areas, and, insofar as it is lawfully able to do so without cost or expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;
- c. Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;
- d. Accept grants of easements necessary for the development of such Project; and
- e. Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project(s)

6. In respect to any Project, the Municipality further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority:
 - a. It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvements, paving and installation thereof in accordance with specifications acceptable to the Municipality;
 - b. It will accept necessary dedications of land for, and will grade, improve, pave and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and
 - c. It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).
7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has been agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities, then the Local Authority may deduct the amount of such expense from any Payments in Lieu of Taxes due to become due to the Municipality in respect to any Project or any other low-rent housing projects owned or operated by the Authority.
8. No Cooperation agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.
9. So long as any contract between the Local Authority and the PHA for loans

(including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the PHA in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to such Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall ensure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

10. In addition to the Payments in Lieu of Taxes and in further consideration for the public service and facilities furnished and to be furnished in respect to any Project for which no Annual Contribution Contract had been entered into prior to _____, between the Local Authority and the PHA.
 - a. After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid (1) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefore shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (2) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;
 - b. If, at any time, such Project or any part thereof is sold, such sale shall be

the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause 1 (2) of this section 10; provided , that the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project

- c. The municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project

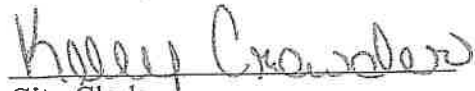
IN WITNESS WHEREOF the Municipality and the Authority have respectively caused this Agreement to be signed and attested and their seals to be affixed hereto as of the day and year first above written.

CITY OF BLUE RIDGE, GEORGIA

BY: 
Mayor

(SEAL)

Attest:


City Clerk

HOUSING AUTHORITY OF THE CITY OF
BLUE RIDGE

BY: Tonya Nuelle
Chairperson

(SEAL)

Attest:

Travis A. [Signature]
Secretary

EXHIBIT 2

§ 8-3-8. Tax exemption and payments in lieu of taxes, GA ST § 8-3-8

West's Code of Georgia Annotated

Title 8. Buildings and Housing

Chapter 3. Housing Generally (Refs & Annos)

Article 1. Housing Authorities (Refs & Annos)

Part 1. General Provisions

Ga. Code Ann., § 8-3-8

§ 8-3-8. Tax exemption and payments in lieu of taxes

Currentness

The property of an authority is declared to be public property used for essential public and governmental purposes and not for purposes of private or corporate benefit and income. That portion of any housing project subject to a private enterprise agreement contemplated by subparagraph (C) of paragraph (13.1) of Code Section 8-3-3 consisting of the eligible housing units therein that are occupied or reserved for occupancy by persons of low income is declared to be public property used for essential public and governmental purposes and not for purposes of private or corporate benefit or income. Therefore, an authority and its property, as well as only that portion of any housing project subject to a private enterprise agreement contemplated by subparagraph (C) of paragraph (13.1) of Code Section 8-3-3 consisting of the eligible housing units therein that are occupied or reserved for occupancy by persons of low income, shall be exempt from all taxes and special assessments of the city, the county, and the state or any political subdivision thereof, provided that, in lieu of such taxes or special assessments, an authority may agree to make payments to the city or the county or any such political subdivision for improvements, services, and facilities furnished by such city, county, or political subdivision for the benefit of a housing project; but in no event shall such payments exceed the estimated cost to such city, county, or political subdivision of the improvements, services, or facilities to be so furnished.

Credits

Laws 1937, p. 210, § 21; Laws 1996, p. 1417, § 3.

Ga. Code Ann., § 8-3-8, GA ST § 8-3-8

The statutes and Constitution are current through legislation passed at the 2022 Regular Session of the Georgia General Assembly. Some sections may be more current, see credits for details. The statutes are subject to changes by the Georgia Code Commission.

End of Document

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EXHIBIT 3

DECLARATION OF TRUST

WHEREAS, ~~the Housing Authority of the City of Blue Ridge, Georgia~~ (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of Georgia, and the Public Housing Administration (herein called the "PHA") which is administering, in accordance with Reorganization Plan No. 3 of 1947, effective July 27, 1947, the functions of the United States Housing Authority, created in pursuance of the provisions of the United States Housing Act of 1937, Public No. 412, Seventy-fifth Congress, entered into a certain contract dated as of June 17, 1952 (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the PHA to assist the Local Authority in developing, and in achieving and maintaining the low-rent character of, low-rent housing project/s; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract provides for the development and operation by the Local Authority of certain low-rent housing in the City of Blue Ridge, County of Fannin, State of Georgia which will provide approximately 18 dwellings; and which low-rent housing will be known as Project No. GA-202-1

~~Project/s~~ ~~with approximately~~ ~~dwellings~~
~~Project/s~~ ~~with approximately~~ ~~dwellings~~
~~and Project/s~~ ~~with approximately~~ ~~dwellings~~

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and the site or sites thereof will have been constructed or acquired with the proceeds of the Bonds and/or advances by the PHA on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the PHA pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the PHA and the holder or holders of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the PHA and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the

City of Blue Ridge, County
of Fannin, State of Georgia

TO WIT:

Project No. GA-202-1

BLUE RIDGE, GEORGIA

Parcel No. 1

All that tract or parcel of land, situated, lying and being in the 8th District and 2nd Section of Fannin County, Georgia, and in the City of Blue Ridge, recorded in Plat Book No. 1, Page 63, and being a part of the old Mayr Willingham property, described as follows:

Commencing at a nail and cap located in paving at intersection of centerline of Boardtown Road and the western right of way of old Highway No. 76 through the center of town, also known as East Main Street; and running thence South 14 degrees 34 minutes East along the western side of said Highway a distance of 18.16 feet TO POINT OF BEGINNING; Thence South 14 degrees 34 minutes East along the western right of way of old State Highway a distance of 50.00 feet to a point located at the intersection of said State Highway and a gravel road locally known as Victor Avenue; Thence South 30 degrees 08 minutes West 155.59 feet to a point; Thence South 36 degrees 22 minutes West 124.65 feet to a point; Thence South 25 degrees 05 minutes West 86.0 feet to a point; Thence South 14 degrees 20 minutes West 67.5 feet to an iron pin; Thence North 67 degrees 33 minutes West 365.82 feet to an iron pin; Thence North 23 degrees 50 minutes East 370.3 feet to a point located on south side of Boardtown Road; Thence North 87 degrees 01 minute East 128.82 feet along the southern side of Boardtown Road to a point; Thence South 83 degrees 07 minutes East 130.15 feet to a point; Thence South 68 degrees 40 minutes East 164.93 feet to the point of beginning of the tract of land herein described. Said tract or parcel of land owned at present by Jack Jones and containing 4.095 Acres, or 178,378 square feet.

Parcel No. 2

All that tract or parcel of land situated, lying and being in the City of Blue Ridge, Fannin County, Georgia, and being Lots Numbers 60, 61, 62, 79, 80, 81, and Parts of Lots Numbers 59 and 82 of the G. E. L. Falls addition to the City, and further described as follows:

Commencing at a fire hydrant located approximately at the northwest corner of East Second Street and Mountain Street (unopened) and extending North 31 degrees 30 minutes East along the west side of East Second Street a distance of 183 feet to point of beginning; Thence North 53 degrees 0 minutes West 235.5 feet, to a point located on East side of Highway No. 76 and 2; Thence along the East Right of Way of said Highway No. 37 degrees 23 minutes East 175 feet to a point; Thence South 52 degrees 53 minutes East 217.4 feet to a point located on the West side of East Second Street; Thence along the West side of East Second Street South 31 degrees 30 minutes West 175 feet to point of beginning. Said tract or parcel belonging to Rose and Ruby Seabolt and containing a total of 0.918 Acres.

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the PHA and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project Property, to wit:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority (1) may, to the extent and in the amount provided in Sec. 313 of the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities, or (2) with the approval of the PHA release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created: Provided, that nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to the PHA in pursuance of Sec. 501 or Sec. 502 of the Annual Contributions Contract.

The endorsement by a duly authorized officer of the PHA (1) upon any conveyance made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation, and maintenance of public utilities, or (3) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the PHA, arising under the Annual Contributions Contract, has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolution of the Local Authority authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the PHA) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

The terms, "Bonds", "Refunding Bonds", and "Permanent Notes", as used herein shall include Temporary Notes, Advance Notes, Preliminary Notes and Promissory Notes, or other evidence of indebtedness issued pursuant to the Authority's Annual Contributions Contract.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this 10th day of February, 1960.

LOCAL AUTHORITY OF THE
CITY OF SAND SPRING, GEORGIA

By Robert A. Hampton
Vice Chairman

(SEAL)

ATTEST:

[Signature]
Secretary

SIGNED, SEALED AND DELIVERED IN THE
PRESENCE OF:

Elizabeth Friccaide
Witness
Robert R. Ballou
Notary Public

ATTORNEY'S CERTIFICATE

The undersigned, a duly licensed Attorney-at-Law in the State of Georgia, certifies that I have examined the Declaration of Trust executed by the Housing Authority of the City of Blue Ridge, Georgia, dated February 10, 1960, declaring, creating and holding in trust for the benefit of the Public Housing Administration and others, certain therein described property.

In my opinion, the said Declaration of Trust is a recordable instrument in the State of Georgia and the recordation thereof would constitute constructive notice of its contents to all persons.

The Declaration of Trust herein referred to has been recorded in the office of the Clerk of Superior Court of Fannin County, Georgia in Deed Book Number MTC. V, Page Number 313-314.

Dated at Blue Ridge, Georgia on this, the 16th day of February, 1960.



R. K. Hollow, Attorney

30 Duwida St., Bldg. G1
Blue Ridge, Ga 30513

DEED OF DEDICATION

State of Georgia

County of Fannin

THIS INDENTURE made and entered into this 8th day of August in the year of our Lord One Thousand Nine Hundred and 1995 between The Housing Authority of The City of Blue Ridge, hereinafter called the Local Authority, and The City of Blue Ridge, Georgia, hereinafter called the City.

WTNESSETH, That the Local Authority for and in consideration of the sum of ONE DOLLAR(\$1.00), in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, conveyed and dedicated, and by these presents does hereby grant, convey and dedicate unto the City for public use, all of the streets, roads, alleys, and adjacent sidewalks, water mains, storm and sanitary sewer mains and package plants or lift stations, if any as the same are located on the lands now owned by the said Local Authority in the City of Blue Ridge, Georgia County, Fannin being known as Project Ga202002, and being more particulary described as follows:

TRACT ONE: Beginning at the Northwest corner of the property which point of beginning is South 60 deg. 16min. East a distance of 701.88 feet from the Northwest corner of Land Lot No. 314; thence South 60 deg. 42 min. East a distance of 486.40 feet to a point on the West right of way line of Industrial Boulevard; thence with the right of way line which is in a curve with a delta angle of 2 deg. 11 min. 30 sec., degree of curvature 1 deg. 00min., and a radius of 5729.58 ft. and length of 219.16 feet; thence South 32 deg. 00min. West a distance of 74.57 feet to the intersection of the West right of Way line of Industrial Boulevard and the right of way North of the entrance road to the nursing home; thence North 63 deg. 21 min. West a distance of 263.01 feet; thence North 14 deg. 25 min. East a distance of 232.39 feet; thence North 60 deg. 18 min. West a distance of 124.29 feet; thence North 18 deg. 24 min. East a distance of 80.65 feet to the point of beginning. Containing 2.38 acres, more or less.

TRACT TWO: Beginning at the Northeast corner, which point of beginning is the intersection of the North right of way line of the nursing home entrance and West right of way line of Industrial Boulevard; thence South 32 deg. 00 min. West a distance of 246.31 feet to the point of curvature of a right hand curve with a delta angle of 20 deg. 00 min. a degree of curve of 4 deg. 01 min. 43 sec., radius of 1422.24 feet and length of 496.46 feet; thence North 12 deg. 19 min. East a distance of 732.77 feet to the South right of way line of the nursing home entrance; thence South 63 deg. 21 min. East a distance of 371.57 feet to the point of beginning. Containing 3.54 acres, more or less.

EXCEPTIONS: Any road or utility easements affecting the property.

As a part of the consideration herefore and by its acceptance hereof the City of Blue Ridge, covenants and agrees to make and keep the streets, roads, alleys, and adjacent sidewalks, water mains, storm and sanitary sewer mains and package plants or lift stations, if any, conveyed and dedicated hereby, a part of the public street system of

the said City of Blue Ridge, Georgia and to control, operate, and maintain the same hereafter as a part of such public street system.

The execution hereof by the Local Authority and the acceptance hereof by the City, are duly authorized by appropriate Resolutions of their respective governing authorities heretofore adopted.

Copies of appropriate Resolutions to be attached.

IN WITNESS WHEREOF, the said Local Authority has hereunto caused this instrument to be hereunto signed, sealed and delivered by its duly authorized officers the day and year first above written.

CITY OF BLUE RIDGE HOUSING AUTHORITY

ATTEST:

By W. J. Powell
Chairman

Neosmi Pickens
Clerk/Secretary

ACCEPTED:

CITY OF BLUE RIDGE, GEORGIA

By Robert Greene
Mayor

ATTEST:

B. J. Soren
Clerk

Beverly Harper

Notary Public, Fannin County, Georgia.
My Commission Expires June 1, 1997

RESOLUTION 86-2

A RESOLUTION AUTHORIZING DEDICATION OF PROJECT STREETS

Whereas, pursuant to its Cooperation Agreement with the City of Blue Ridge, Georgia, it is incumbent on the Local Authority to dedicate all interior streets, roads, alleys and adjacent sidewalks which are in the area of Project Ga.202002 together with all storm, water and sanitary sewer mains, package plants or lift stations, if any, in such dedicated areas.

NOW, THEREFORE, BE IT RESOLVED by the Housing Authority of the City of Blue Ridge, Georgia, that all such interior streets, roads, alleys, adjacent sidewalks and all storm and sanitary mains, package plants or lift stations, water mains, if any, located in same be dedicated and conveyed unto the City of Blue Ridge, Georgia in compliance with said Cooperation Agreement and acceptance of said City of such dedication.

BE IT FURTHER RESOLVED that the Chairman and Secretary be empowered and authorized to execute a Deed of Dedication-copy of which is incorporated in these minutes by reference. That said Deed of Dedication when executed by Local Authority, but before delivery to the City, be sent to HAA for endorsement thereon of HAA's consent and approval.

After reading the foregoing resolution, Commissioner Fred Hackney moved that the resolution be adopted, and Commissioner Paul Fitts seconded the motion, and on roll call vote, those voting in favor of the resolution were as follows:

Fitts, Hackney, Lovell

Those opposed:

none

The Chairman, therefore, declared the resolution duly adopted.

[Signature]
Chairman

February 5, 1986

Date

[Signature]
Secretary-Executive Director
February 5, 1986
Date

Board
[Signature]
[Signature]

City of Blue Ridge

P.O. Box 2349

Blue Ridge, Georgia 30513

706/632-2091


A RESOLUTION AUTHORIZING THE ACCEPTANCE OF PROJECT STREETS

Whereas, pursuant to its Cooperation Agreement with the Housing Authority of the City of Blue Ridge, Georgia it is incumbent on the City of Blue Ridge to accept all interior streets, roads, alleys and adjacent sidewalks which are in the area of Project Ga. 202002 together with all storm, water and sanitary sewer mains, package plants or lift stations, if any, in such dedicated areas.

NOW, THEREFORE, BE IT RESOLVED by the City of Blue Ridge, Georgia that all such interior streets, roads, alleys, adjacent sidewalks and all storm and sanitary mains, package plants or lift stations, water mains, if any, located in same be accepted by the City of Blue Ridge, Georgia in compliance with said Cooperation Agreement of Dedication.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be empowered and authorized to accept and sign the Deed of Dedication on behalf of the City of Blue Ridge.


Sign this 8th day of Aug, 1995




Mayor



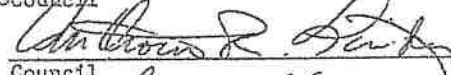
Council



Council



Council



Council



Council

EXHIBIT 4

Brinson Askew Berry

BRINSON, ASKEW, BERRY, SEIGLER, RICHARDSON & DAVIS, LLP

Attorneys at Law

March 5, 2020

I. Stewart Duggan
706.295.0567
isduggan@brinson-askew.com

U.S. Department of Housing and
Urban Development
451 Seventh Street, S.W.
Washington, D.C. 20410

**Re: Housing Authority of the City of Blue Ridge, Georgia
RAD Conversion – Tax Exemption Opinion - PILOT**

To whom it may concern:

This law firm serves as general counsel to the Housing Authority of the City of Blue Ridge, Georgia (“Authority”) and has been asked by the Authority to render an opinion as to whether the 48 multi-family rental housing units located on four (4) scattered sites in Blue Ridge, Fannin County, Georgia, as more particularly described on Exhibit A attached hereto and incorporated herein (hereinafter, collectively the “Project”) will qualify for a real estate property tax exemption pursuant to O.C.G.A. § 8-3-8 and related Georgia statutes. This opinion is being provided in connection with the Authority's Rental Assistance Demonstration closing.

A. Assumptions.

For purposes of the opinion expressed herein, we have made the following assumptions:

The Authority is a public housing authority formed and operating pursuant to the Georgia Housing Authorities Law (O.C.G.A. §§8-3-1 et. seq.). The Authority is the owner of the land on which the Project is located. The Authority does not have in force¹ any intergovernmental agreement or cooperation agreement with the City of Blue Ridge that would require a payment in lieu of taxes (“PILOT”).

¹ The Authority previously entered into a Cooperation Agreement with the City of Blue Ridge (“City”) in July of 1958 that did require the Authority to make a PILOT to the City. However, such intergovernmental agreements are subject to a 50-year term limit per the requirements of the Georgia Constitution. See Georgia Constitution Art. IX, Sec. III, Para. I. The 1958 Cooperation Agreement has expired, is terminated, and is no longer enforceable. Again, no Cooperation Agreement requiring a PILOT is now in force and effect between the Authority and the City.

505143.1

B. Discussion and Opinion.

Pursuant to O.C.G.A. § 8-3-8, "an authority and its property, [...], shall be exempt from all taxes and special assessments of the city, the county, and the state or any political subdivision thereof, provided that, in lieu of such taxes or special assessments, *an authority may agree to make payments to the city* or the county or any such political subdivision for improvements, services, and facilities furnished by such city, county, or political subdivision for the benefit of a housing project; but in no event shall such payments exceed the estimated cost to such city, county, or political subdivision of the improvements, services, or facilities to be so furnished."

Based upon the foregoing and subject to the assumptions, qualifications, exceptions and limitations set forth herein, it is our opinion that the Project does qualify for the 100% real estate property tax exemption contemplated and expressly provided for in O.C.G.A. § 8-3-8. And, there is no Cooperation Agreement in force and effect which imposes any contractual requirement or obligation upon the Authority to make a PILOT to the City of Blue Ridge. Finally, under Georgia law, the Authority can neither be forced nor compelled to enter into any agreement requiring it to pay or make a PILOT to the City of Blue Ridge as to the Project.

C. Qualifications.

1. The opinions set forth herein are limited to the laws of the State of Georgia.
2. In rendering our opinion, we have relied upon information provided to us by the Authority and considered the laws of the State of Georgia in effect as of the date hereof. These are subject to change, and such change may be made with retroactive effect. No prediction can be made as to the effect any such change might have on this opinion.
3. This opinion speaks only as of the date of its delivery. We have no obligation to advise the recipients of this opinion or anyone else of any matter of fact or law thereafter occurring, whether or not brought to our attention, even though that matter affects any analysis or conclusion in this opinion.
4. This opinion is limited to the matters expressly set forth herein, and no opinion is to be inferred or may be implied beyond the matters expressly so stated.
5. We do not express any opinion as to the state of title to any real or personal property (including the Project) or the effect of failure of or lack of title upon the opinions expressed herein (we have not made an examination of title to any such

U.S. Department of Housing
and Urban Development
March 5, 2020
Page 3 of 3

property and understand that you are relying on other evidence of title to the extent you deem appropriate).

This opinion letter has been provided solely for the benefit of the addressees, and no other person or entity shall be entitled to rely hereon.

Yours very truly,

BRINSON ASKEW BERRY



I. STEWART DUGGAN

cc: Housing Authority of the City of Blue Ridge, Georgia

AFTER RECORDING RETURN TO:

Brinson Askew Berry
P.O. Box 5007
615 West First Street
Rome, Georgia 30162
Attention: I. Stewart Duggan

FULL RELEASE OF DECLARATION OF TRUST

THIS FULL RELEASE OF DECLARATION OF TRUST, made this 23rd day of April, 2020, between the UNITED STATES OF AMERICA, acting by and through the SECRETARY OF HOUSING AND URBAN DEVELOPMENT ("HUD") (hereinafter referred to as "Grantor"), and the HOUSING AUTHORITY OF THE CITY OF BLUE RIDGE, GEORGIA (hereinafter referred to as "Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby remise and fully release unto the said Grantee all that tract or parcel of land lying and being in Fannin County, City of Blue Ridge, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (the "Property") from those certain Declarations of Trust more particularly identified below (hereinafter referred to as the "Declaration of Trust"):

1. Declaration of Trust dated February 10, 1960 and recorded in Deed Book MTG, Page 313 in the Office of the Clerk of Superior Court Fannin County, Georgia.
2. Declaration of Trust dated December 1, 1983 and recorded in Deed Book 89, Page 190 in the Office of the Clerk of Superior Court Fannin County, Georgia.

3. Declaration of Trust, dated January 31, 1992 and recorded in Deed Book 181, Page 249 in the Office of the Clerk of Superior Court Fannin County, Georgia.

The Grantor herein acknowledges and confirms that it is the beneficiary of the trust created by the Declaration of Trust and has requisite authority to release the Property from the terms and conditions of the Declaration of Trust.

Pursuant to that certain Rental Assistance Demonstration ("RAD") Conversion Commitment ("RCC"), dated November 18, 2019, as amended, HUD has authorized the conversion (the "RAD Conversion") of the Property from public housing to Section 8 assistance under the RAD program and the execution and recordation of a RAD Use Agreement. To accomplish the RAD conversion, HUD has authorized the release of the Property and the buildings erected thereon from the Declaration of Trust, which comprise the current PIC Development number GA202000001.

TO HAVE AND TO HOLD, the Property to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have any claim, demand, right or title to said premises or appurtenances, or any rights thereof. The Declaration of Trust is terminated and all property described in Exhibit A is released.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, the Grantor has signed and sealed this Full Release of Declaration of Trust, the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

UNITED STATES OF AMERICA,
acting by and through the Secretary of
Housing and Urban Development

Wygonia Ferguson
Witness

By: Thomas R. Davis
Name: Thomas R. Davis for Dominique G. Blom
Title: General Deputy Assistant Secretary for
Public and Indian Housing

Simon James Tyaba
Notary Public

My Commission Expires:

12/14/2020

[NOTARY SEAL]

DISTRICT OF COLUMBIA: SS
SEEN, PLACED AND SWORN TO BEFORE ME
THIS 23RD DAY OF APRIL, 2020
Simon James Tyaba
Notary Public
My Commission Expires 12/14/2020



EXHIBIT "A"

Legal Description

TRACT 1:

All that tract or parcel of land lying and being in Land Lot 315 of the 8th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

BEGINNING at an Iron Pin Set on the intersection of the Southern Right of Way of Boardtown Road (60' Right of Way) and Western Right of Way of East Main Street (60' Right of Way), **THENCE** along the Western Right of Way of East Main Street South 14 degrees 34 minutes 00 seconds East a distance of 47.31 feet to a Nail Set on the intersection of the Western Right of Way of East Main Street and the Western Right of Way of Ashe Street (20' Right of Way); **THENCE** along the Western Right of Way Ashe the following calls: South 30 degrees 26 minutes 45 seconds West a distance of 13.74 feet to a point; **THENCE** South 32 degrees 32 minutes 24 seconds West a distance of 65.85 feet to a point; **THENCE** South 32 degrees 10 minutes 14 seconds West a distance of 59.47 feet to a point; **THENCE** South 33 degrees 01 minutes 32 seconds West a distance of 66.62 feet to a point; **THENCE** South 33 degrees 25 minutes 19 seconds West a distance of 73.08 feet to a point; **THENCE** South 32 degrees 45 minutes 01 seconds West a distance of 100.43 feet to a point; **THENCE** South 34 degrees 14 minutes 03 seconds West a distance of 49.14 feet to a point; **THENCE** South 38 degrees 44 minutes 52 seconds West a distance of 2.72 feet to a Nail Set; **THENCE** aforementioned Right of Way along the property Now and Formerly owned by Greene (DB 593, Page 488) North 67 degrees 33 minutes 00 seconds West a distance of 367.36 feet to a Concrete Monument Found; **THENCE** along the property Now and Formerly owned by WLP Properties LLC (DB 1089, Page 154) North 23 degrees 50 minutes 00 seconds East a distance of 393.74 feet to a Half Inch Rebar on the Southern Right of Way of Boardtown Road; **THENCE** along a curve to the right with a radius of 1600.15 feet and an arc length of 297.20 feet, said curve having a chord bearing of South 80 degrees 56 minutes 59 seconds East and a chord distance of 296.78 feet to an Iron Pin Set; **THENCE** along a curve to the right with a radius of 1321.76 feet and an arc length of 119.10 feet, said curve having a chord bearing of South 67 degrees 09 minutes 48 seconds East and a chord distance of 119.06 feet to an Iron Pin set, said Iron Pin being the **TRUE POINT OF BEGINNING**.

Said tract contains 4.10 acres.

TRACT 2:

All that tract or parcel of land lying and being in Land Lot 278 of the 8th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

COMMENCING at the centerline intersection of Mountain Street and East First Street **THENCE** leaving said intersection North 44 degrees 39 minutes 33 seconds East a distance of 206.88 feet to an Iron Pin Set, said Iron Pin Set being the **TRUE POINT OF BEGINNING**.

BEGINNING at an Iron Pin Set on the Southern Right of Way of East First Street (50' Right of Way), THENCE along said Right of Way the following calls: North 40 degrees 03 minutes 39 seconds East a distance of 53.88 feet to a point; THENCE North 41 degrees 26 minutes 04 seconds East a distance of 37.60 feet to an Iron Pin Set; THENCE leaving said Right of Way , Page along the property Now and Formerly owned by Tri-State Pet Rescue Inc (DB 1277, Page 360) North 42 degrees 09 minutes 58 seconds East a distance of 83.00 feet to a Half Inch Rebar Found; THENCE South 49 degrees 16 minutes 16 seconds East a distance of 215.68 feet to a Half Inch Rebar Found on the Northern Right of Way of East Second Street (40' Right of Way) ; THENCE along said Right of Way the following calls: South 35 degrees 58 minutes 30 seconds West a distance of 91.23 feet to a point; THENCE South 35 degrees 38 minutes 50 seconds West a distance of 83.60 feet to a Concrete Monument Found ; THENCE leaving said Right of Way along the property Now and Formerly owned by Herndon (DB 995, Page 319) North 49 degrees 20 minutes 12 seconds West a distance of 232.57 feet to an Iron Pin Set, said Iron Pin Set being the **TRUE POINT OF BEGINNING**.

Said tract contains 0.90 acres.

TRACT 3:

All that tract or parcel of land lying and being in Land Lot 314 of the 8th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

BEGINNING at an Iron Pin Set on the intersection of the Western Right of Way of Industrial Boulevard (60' Right of Way), and the Northern Right of Way of Ouida Street (60' Right of Way), THENCE along the Northern Right of Way of Ouida Street the following calls: North 63 degrees 01 minutes 43 seconds West a distance of 94.60 feet to a point; THENCE North 62 degrees 24 minutes 13 seconds West a distance of 106.74 feet to a point; THENCE North 61 degrees 34 minutes 04 seconds West a distance of 59.48 feet to an Iron Pin Set; THENCE leaving said Right of Way North 14 degrees 45 minutes 43 seconds East a distance of 234.14 feet to an Iron Pin Set; THENCE North 59 degrees 57 minutes 17 seconds West a distance of 124.29 feet to a Concrete Monument Found; THENCE North 18 degrees 42 minutes 14 seconds East a distance of 80.80 feet to a Concrete Monument Found ; THENCE along the property Now and Formerly owned by Highland Baptist (DB 852, PG 325) South 60 degrees 21 minutes 17 seconds East a distance of 486.17 feet to an Iron Pin Set on the Western Right of Way of Industrial Boulevard; THENCE along said Western Right of Way along a curve to the left with a radius of 4073.45 feet and an arc length of 298.18 feet, said curve having a chord bearing of South 34 degrees 36 minutes 16 seconds West and a chord distance of 298.11 feet to an Iron Pin Set, said Iron Pin Set being the **TRUE POINT OF BEGINNING**.

Said tract contains 2.39 acres.

TRACT 4:

All that tract or parcel of land lying and being in Land Lot 314 of the 8th District, 2nd Section, City of Blue Ridge, Fannin County, Georgia and being more particularly described as follows:

BEGINNING at an Iron Pin Set at the intersection of the Western Right of Way of Industrial Boulevard (60' Right of Way) and the Southern Right of Way of Ouida Street (60' Right of Way), **THENCE** along the Western Right of Way of Industrial Boulevard the following calls: South 30 degrees 32 minutes 51 seconds West a distance of 36.71 feet to a point; **THENCE** along a curve to the right with a radius of 1454.22 feet and an arc length of 703.84 feet, said curve having a chord bearing of South 42 degrees 29 minutes 55 seconds West and a chord distance of 696.99 feet to a 3/4" Open Top Pipe Found; **THENCE** leaving said right of way along the property Now and Formerly owned by Brooksdale Holdings LLC (DB 776, Pg 628) North 12 degrees 39 minutes 12 seconds East a distance of 740.19 feet to a point on the Southern Right of Way of Ouida Street; **THENCE** along said Right of Way the following calls South 54 degrees 48 minutes 31 seconds East a distance of 11.73 feet to a point; **THENCE** South 58 degrees 59 minutes 34 seconds East a distance of 44.35 feet to a point; **THENCE** South 61 degrees 33 minutes 20 seconds East a distance of 118.70 feet to a point; **THENCE** South 62 degrees 24 minutes 13 seconds East a distance of 107.10 feet to a point; **THENCE** South 63 degrees 01 minutes 43 seconds East a distance of 90.32 feet to an Iron Pin Set, said Iron Pin Set being the **TRUE POINT OF BEGINNING**.

Said tract contains 3.54 acres.

EXHIBIT 5

Traver Aiken

From: Traver Aiken
Sent: Wednesday, June 14, 2023 1:47 PM
To: Eric Soroka
Cc: Donna Thompson; Ginger Rogers; Grant Fitts; rds@homlaw.com; Rhonda Haight; Traver Aiken; Jennifer McCalley
Subject: BRHA PILOT History per your request
Attachments: BRHA PILOT History Summary 2014 -2022.pdf

Good afternoon, Eric,

Per your phone call and request please see the attached set of files and back-up regarding the Blue Ridge Housing Authority's (BRHA) PILOT payment history. Please keep for your files and the City records for any future inquiries regarding this matter.

The Following is a break down of the attached files:

- * Pgs. 1-14 - Pilot payment receipts for FY's 2016 and 2017 as well as the computation form, copy of a check for 2017 and the receipt for the final payment of 2016.
- * Pgs. 15-22 - The April 2021 newly executed Cooperation agreement between the City of Blue Ridge and the BRHA. This is being provided because of the BRHA not paying the 2019 and 2020 PILOT.
- *Pgs. 23-59 – the 2019 PILOT form (not submitted to the city) and the email communications between the BRHA, City Attorney, council members and the BRHA attorney at the time and his PILOT Opinion on why the BRHA is not required to pay because of not having a valid cooperation agreement executed and his Tax Exempt and due to the length of time and hardship of getting the agreement signed.

The following is the list of checks for each PILOT Payment I have made since I started in 2015:

<u>PILOT YEAR</u>	<u>Check # and Amount</u>
1. 2011, 2012 & 2013 payment 1 –	Ck # 12668 for \$2,208.69
2. 2011, 2012 & 2013 Final Payment -	Ck # 12701 for \$2,208.69
3. 2014 payment –	Ck # 12563 for \$2,097.80
4. 2015 payment 1 -	Ck # 12837 for \$1,733.36
5. 2015 Final payment -	Ck # 12874 for \$1,733.36
6. 2016 payment 1 -	CK # 11993 for \$1,530.75
7. 2016 Final payment -	CK # 13648 for \$ 191.90
8. 2017 Payment -	Ck # 13647 for \$2,024.59
9. 2018 Payment -	Ck # 14059 for \$3,072.71
10. 2019 Payment	N/A
11. 2020 Payment	N/A
12. 2021 payment 1	Ck # 15944 for \$2,643.81
13. 2021 Final Payment	Ck # 15945 for \$2,643.82

Eric, as we have discussed earlier this year, we typically pay our "current" year pilot the following year after we get our final FY financials in order to calculate the correct shelter rent. This typically happens if there are no issues of discussion b/w the city and the BRHA around the May of the following year. I usually have to give it to the council to approve

before I remit payment, however, if there are discrepancies in responsibilities regarding the cooperation agreement then this process can be delayed. The Blue Ridge Housing Authority is a Tax-exempt entity.

Please let me know if you need copies of all my files regarding the BRHA PILOT History and I will get them to you for any future needs. The 2022 Pilot will be an item of discussion with the BRHA Board in the coming monthly Board meetings.

If you have any further questions regarding the BRHA PILOT history, please feel free to give me a call or email.

Thank you

Traver Aiken
Executive Director
Blue Ridge Housing Authority
30 Ouida St. Bldg. G-1
Blue Ridge, GA 30513
(O) 706-632-5742
© 706-455-1627
Traver@blueridgeHA.org
blueridgeha.org



EXHIBIT 6

Search

TAX & LICENSING

As of October 25, 2023 (TD)

Garbage

- 1. **Waste Management** - subs to R.J. Sanitation
- 2. **North Georgia Waste** 706-900-3030 - Does not establish any new accounts for BRGA
- 3. **Allen Disposal** 706-896-2736 - Commercial only

(TD)

Christina Mortimer
 Planning, Zoning, Tax and Licensing Clerk
 706-632-2091 Ext. 2
 cmortimer@cityofblueridgega.gov

[Site Map](#) [Staff Login](#) [Accessibility](#)

480 West First Street, Blue Ridge, GA 30513
 (706) 632-2091 | Fax (706) 632-3278
 WATER AND SEWER EMERGENCY: (706) 455-0768
 STORM WATER EMERGENCY: (706) 889-0704
Hours: Monday through Friday 8am to 4:30pm

Government Websites by CivicPlus®

City Council Meeting Agenda Submittal

MEETING DATE: 11/14/2023

AGENDA NO: 7c

AGENDA ITEM:

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO ADOPT A BUDGET FOR ALL FUNDS OF THE CITY FOR THE CALENDAR YEAR 2024; TO ADOPT THE BUDGET ATTACHED TO THIS RESOLUTION AND WITH SAID BUDGET FOR ALL FUNDS INDICATING THE SUM OF ESTIMATED REVENUES, AS WELL AS THE SUM OF EXPECTED EXPENDITURES; TO PROVIDE FOR A BALANCED BUDGET FOR THE 2024 FISCAL YEAR; TO PROVIDE THAT NOTHING CONTAINED WITHIN THIS BUDGET RESOLUTION, AS WELL AS THE ATTACHED PROPOSED BUDGET, SHALL PRECLUDE THE CITY COUNCIL OF BLUE RIDGE FROM AMENDING ITS BUDGET DURING THE 2024 FISCAL YEAR SO AS TO ADAPT TO CHANGING GOVERNMENTAL NEEDS DURING THE BUDGET PERIOD; AND FOR OTHER PURPOSES.

BACKGROUND:

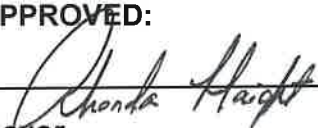
The attached Ordinance adopts the 2024 Budget document. The total proposed budget for 2024, including all funds, capital outlay and debt service, is \$24,020,834. Operating expenditures total \$7,765,225 while Capital Outlay expenditures total \$15,437,932 and Debt Service expenditures total \$817,677.

RECOMMENDATION:

ATTACHMENT (S):

Ordinance No: BR2023-26

APPROVED:



Mayor



City Administrator

RESOLUTION NO. BR2023-26

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO ADOPT A BUDGET FOR ALL FUNDS OF THE CITY FOR THE CALENDAR YEAR 2024; TO ADOPT THE BUDGET ATTACHED TO THIS RESOLUTION AND WITH SAID BUDGET FOR ALL FUNDS INDICATING THE SUM OF ESTIMATED REVENUES, AS WELL AS THE SUM OF EXPECTED EXPENDITURES; TO PROVIDE FOR A BALANCED BUDGET FOR THE 2024 FISCAL YEAR; TO PROVIDE THAT NOTHING CONTAINED WITHIN THIS BUDGET RESOLUTION, AS WELL AS THE ATTACHED PROPOSED BUDGET, SHALL PRECLUDE THE CITY COUNCIL OF BLUE RIDGE FROM AMENDING ITS BUDGET DURING THE 2024 FISCAL YEAR SO AS TO ADAPT TO CHANGING GOVERNMENTAL NEEDS DURING THE BUDGET PERIOD; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Section 35.45 of the Blue Ridge Code of Ordinances, the City has adopted a fiscal year beginning January 1 and ending December 31 of each year;

WHEREAS, O.C.G.A. § 36-81-3, and/or other laws, provide that the governing authority of each local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund and each debt service fund of the entity;

WHEREAS, in accordance with O.C.G.A. § 36-81-5(d), the budget was made available for public review at City Hall and on the City's official website;

WHEREAS, in accordance with O.C.G.A. § 36-81-5(e), notice was published setting forth the availability of the budget for public review and in accordance with O.C.G.A. § 36-81-5(g), the notice included the public hearing date advertisement on the proposed budget set for November 14, 2023;

WHEREAS, the City Council does hereby desire to adopt a General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund, Water and Sewer Fund and Downtown Development Authority Component Unit Fund Budget by this resolution for the calendar year of 2024 and the fiscal year of 2024; and.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE ABOVE-REFERENCED AUTHORITY, as follows:

SECTION 1.

BUDGET FOR THE FUNDS OF THE CITY OF BLUE RIDGE.

The City Council of the City of Blue Ridge, Georgia, as the governing authority of the City, does hereby adopt a balanced budget for the General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund, Water and Sewer Fund Downtown Development Authority Component Unit Fund Budget of the City for the calendar year of 2024 and the fiscal year of 2024, and being as more specifically described by the attached document comprising the budget, and which indicate the following:

- (1) Administration, operation and maintenance expenses of each department or office of the City;
- (2) Interest and debt redemption charges;
- (3) Proposed capital expenditures, detailed by departments and offices when practicable;
- (4) Cash deficits of the preceding year;
- (5) Contingent expenses; and
- (6) Such reserves as may be deemed advisable by the City Council;

and which are all incorporated by reference into this budget resolution and comprising the budget for the on-coming fiscal year.

SECTION 2.

BALANCED BUDGET.

As indicated by the incorporated budget, the proposed budget for fiscal year 2024 is balanced in that the sum of estimated revenues and appropriated fund balances is equal to appropriations, and in accordance with O.C.G.A. § 36-81-3(b)(3).

SECTION 3.

AMENDMENT TO THE BUDGET.

Nothing within this budget resolution shall preclude the City Council of the City of Blue Ridge, Georgia from amending its budget for the 2024 fiscal year so as to adapt to changing governmental needs during the budget period, being said fiscal year for the City of Blue Ridge. The City Council of the City of Blue Ridge retains full authority to amend said budget at any time during the budget period due to a change in anticipated revenues or through a transfer of appropriations among departments, so long as said budget amendments are approved by the City Council of the City of Blue Ridge. All changes in the budget, budget appropriations, or transfers of appropriations within the departments of the City of Blue Ridge, Georgia shall be in accordance with such policies as are adopted by the City Council of the City of Blue Ridge, Georgia and contained in the Budget Document.

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 ____ day of November, 2023.

RHONDA HAIGHT, MAYOR

ATTEST:

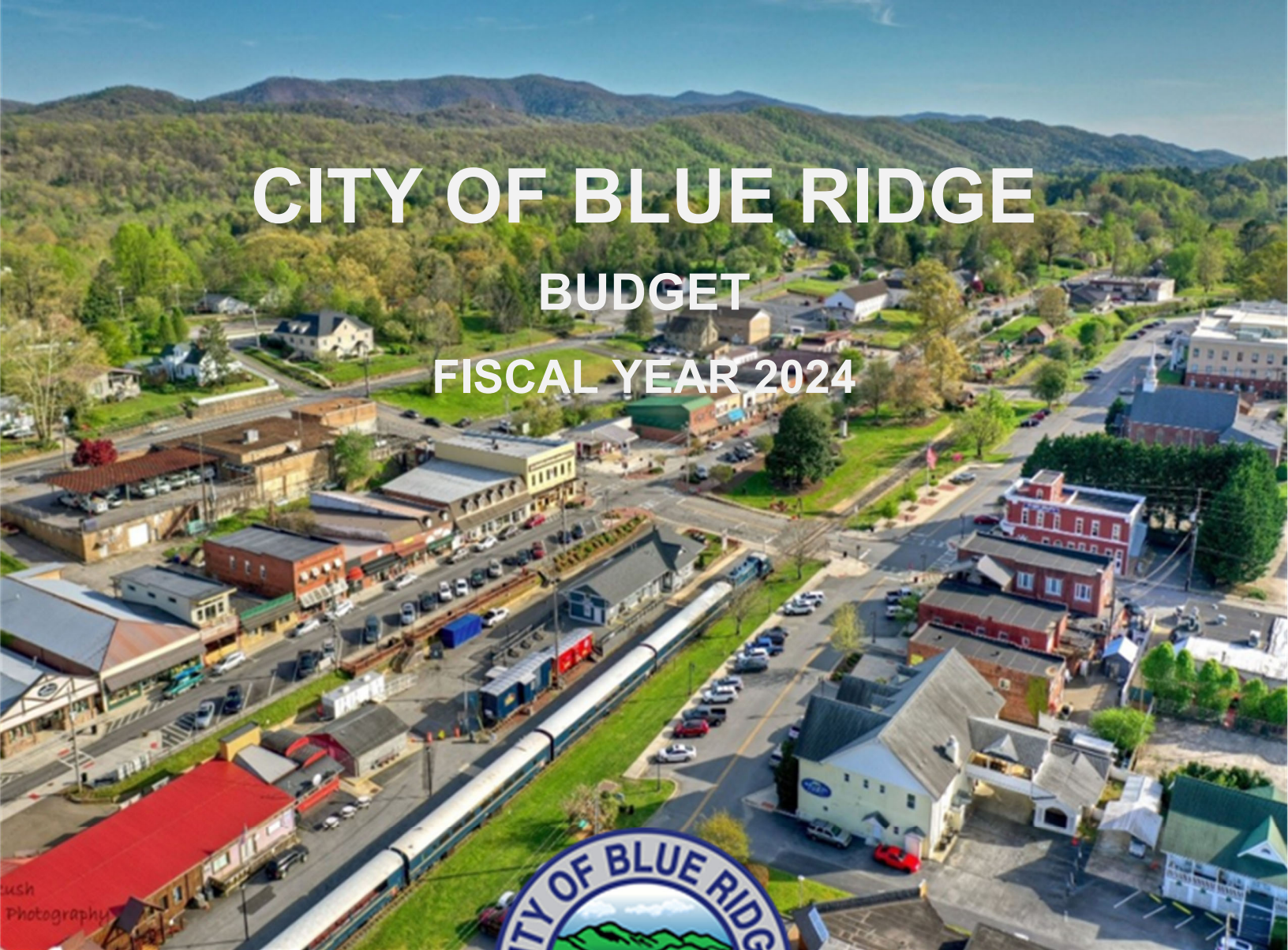
AMY MINTZ
CITY CLERK

am

CITY OF BLUE RIDGE

BUDGET

FISCAL YEAR 2024



CITY OF BLUE RIDGE
OPERATING AND CAPITAL BUDGET
FISCAL YEAR 2024



CITY COUNCIL

Mayor

Rhonda Haight

City Councilmembers

Angie Arp, Mayor Pro Tempore

Jack Taylor

Christy Kay

Bill Bivins

William Whaley

City Administrator

Eric M. Soroka

Department Heads/Staff

Charles S. Conerly., City Attorney

Robbie Stuart, Chief of Police

Rebecca Harkins, Utility Director

Barbie Gerald, Court Clerk

Amy Mintz, City Clerk/Human Resources

James C. Garvin, CPA, Finance Director

Joe Patterson, Parks/Downtown Division Leader

Denny Cook, Streets Division Leader

Chad Clemmons, Water/Sewer Division Leader

Mark Paterson, Water Treatment Plant Supervisor

James Weaver, Wastewater Treatment Plant Supervisor

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**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**

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Blue Ridge

City Hall
480 West First Street
Blue Ridge, Georgia 30513

November 1, 2023

The Honorable Mayor and City Council
City of Blue Ridge
Blue Ridge, Georgia 30513

RE: 2023 Budget Message

Members of the City Council:

In accordance with Section 6.24 of the Charter of the City of Blue Ridge, I hereby submit the proposed Budget for all funds for the fiscal year beginning January 1, 2024, for your review and consideration. The budget document emphasizes a professional and conservative fiscal approach and represents the single most important report presented to the City Council. It is primarily intended to establish an action, operational, and financial plan for the delivery of City services.

Budget Format

This single budget document, which includes all City Funds and service programs, has been prepared to provide the public with a comprehensive overview of all City services and financial framework. The preparation of the budget document marks a commitment to a planned and professional process of developing a budget that will address both current and future issues facing the City, providing adequate service levels and the necessary justification to support all expenditure requests. Importantly, it also serves as an aid to the residents in providing a better understanding of the City's operating and fiscal programs.

2024 Budget Priorities/Goals

The following represents the pre-established priorities and goals that provided a framework for the preparation of the 2024 Budget Plan.

- ✓ Maintain the “roll back” property tax rate in light of the economic times our residents and businesses are experiencing. The recommended tax is 4.106 millage rate.
- ✓ Fund and address high priority capital improvements that include drainage improvements, road resurfacing, sidewalk improvements, numerous needed infrastructure improvements

to the water and sewer system and construction of a new replacement downtown restroom facility.

- ✓ Bridge the revenue gap by utilizing fund balance from previous years to support nonrecurring infrastructure improvements.
- ✓ In response to high inflation rates for goods and services, limit increases in operating costs while maintaining current service levels and programs.
- ✓ Continue programs and events that expand the use of the City's Farmers Market facility.
- ✓ Ensure the safety of those who live, work and visit the City.
- ✓ Work closely with Fannin County Government to serve the needs of our residents.
- ✓ Continue to utilize technology and update systems to improve productivity and lower costs of providing services.

Summary of All Budgetary Funds

The total proposed budget for 2024, including all funds, capital outlay and debt service, is \$24,020,834. This is \$4,352,627 or 22.1% more as compared to the prior year. Capital expenditure/Infrastructure improvements accounted for \$4,159,491 04 or 96% of the increase. Operating expenditure totaled \$7,765,225 and increased by 3%. Debt Service expenditures total \$817,677 and decreased by 4.2% by some debt being paid off and the changes to the timing of debt payments for projects in the Water and Sewer Fund. Capital Outlay costs increased by 36.9% or \$4,352,627 by funding additional projects and addressing infrastructure needs.

	2023	2024	Increase (Decrease)	% Change
Operating Expenses	\$ 7,536,201	\$ 7,765,225	\$ 229,024	3.0%
Debt Service	853,565	817,677	(35,888)	-4.2%
Capital Outlay	11,278,441	15,437,932	4,159,491	36.9%
Total	\$ 19,668,207	\$ 24,020,834	\$ 4,352,627	22.1%

Fund Summary by Percentage

<u>FUND</u>	<u>PROPOSED AMOUNT</u>	<u>% OF BUDGET</u>
General	\$ 5,115,021	21.3%
Confiscated Assets	1,500	0.0%
Special Revenue - ARPA	-	0.0%
Hotel/Motel	1,215,000	5.1%
SPLOST	2,220,000	9.2%
Water and Sewer	15,069,313	62.7%
Component Unit- DDA	400,000	1.7%
Total	\$ 24,020,834	100.0%

Category Summary

<u>Category</u>	2023	2024	Increase (Decrease)	% Change
Personal Services	\$ 3,698,065	\$ 3,918,421	\$ 220,355	6.0%
Purchased/Contractual Servs	1,260,320	1,364,055	103,735	8.2%
Supplies	1,378,803	1,320,267	(58,536)	-4.2%
Capital Outlay	11,278,441	15,437,932	4,159,491	36.9%
Other Costs	479,013	466,858	(12,156)	-2.5%
Debt Service	853,565	817,677	(35,888)	-4.2%
Transfers Out	720,000	695,625	(24,375)	-3.4%
	<u>\$ 19,668,207</u>	<u>\$ 24,020,834</u>	<u>\$ 4,377,002</u>	<u>22.1%</u>

Personal Services

Personal Services increased by \$220,355 or 6.0% compared to the prior year. A large portion of the increase was attributed to a 10% increase in health insurance premiums which resulted in an \$80,000 increase compared to the prior year. Without the health insurance cost increase, employee costs increased by 3.8%. The budget does not contain any new full-time employee positions. One part-time Accounts Payable Clerk position was added and the full-time Field Superintendent position was reclassified and reduced to part-time.

In order to assist our employees in dealing with high inflation costs and remain competitive in this employment environment, the budget includes a 3% cost of living adjustment and a performance/merit increase bonus from 0% to 3% depending on the employee's evaluation. The total number of full-time employees remains at 44. The total number of part-time employees increased from 8 to 9.

Again, this year, for transparency purposes, employee's costs are split on a percentage based on their time contribution between various departments and between the General and Water & Sewer Fund.

Capital Outlay

A total of \$15,437,932 has been budgeted for Capital Outlay projects. This is a 36.9% increase over the prior year. Below is a summary of the major projects:

- Sewer Plant Rehabilitation \$4,900,000
- Industrial Road Lift Station Upgrade \$3,300,000
- Mountain Tops Water Main Replacement \$2,000,000
- Drainage Improvements \$1,900,000
- Downtown Replacement Restroom Facility Construction \$880,000
- Road Resurfacing Sidewalk Improvements \$1,284,370
- East First Street Sewer Main Repair \$250,000
- Austin Street Water Main Replacement \$150,000
- Raw Water Vault Replacement \$100,000
- Downtown Park Gazebo Repairs \$50,000

Funds have also been set aside to address improvements at the Farmers Market.

Departmental Budget Comparison

The following chart shows a comparison of each department's budget for the past two (2) years.

	2023	2024	Increase (Decrease)
Mayor and Council	\$ 171,880	\$ 196,098	\$ 24,218
City Administrator's Office	218,731	233,981	15,250
Election	15,500	1,000	(14,500)
General Administration	201,522	228,763	27,241
Municipal Court	169,577	189,462	19,886
Police	1,385,228	1,388,491	3,263
Fire	27,000	24,800	(2,200)
Public Works	2,860,065	4,048,893	1,188,828
Park Areas	1,193,721	502,350	(691,371)
Planning and Zoning	97,806	102,684	4,878
Tourism	760,099	1,215,000	454,901
Downtown Development	228,125	400,000	171,875
Sewer Administration	174,548	211,787	37,239
Sewer Maintenance	2,809,119	4,068,363	1,259,245
Sewer Treatment Plant	3,640,004	5,584,985	1,944,981
Water Administration	918,384	932,323	13,939
Water Treatment	715,657	743,667	28,010
Water Distribution	4,081,244	3,948,188	(133,056)
	<u>\$ 19,668,207</u>	<u>\$ 24,020,834</u>	<u>\$ 4,352,627</u>

General Fund

The General Fund is used to account for resources and expenditures that are available for the City's general operations of City government functions.

The revenues, available for allocation in the 2024 fiscal year General Fund Budget, are anticipated to be \$5,115,021. This is an increase of \$324,313 or 6.8% as compared to last year. The majority of the increase is attributed to revenues from sales tax, permits and parking fees.

The Tax Digest submitted by the County Property Appraiser slightly increased from \$193,234,978 in 2022 to \$193,361,278 in 2023. This represents an increase of \$126,300. However, based on the tax digest prepared by the county, there was a reduction of \$2,543,576 caused by reassessments, the clean-up of the tax rolls by removing properties that were in the county or personal property for establishments no longer in business. This resulted in a slightly higher rollback tax rate of 4.106 compared to last year's rate of \$4.050. This will generate \$762,000 in revenue for the City, compared to \$751,000 in the budget for FY2023.

The estimated 2024 General Fund expenditures contained within this budget total \$5,115,021 and are balanced with the projected revenues. Total expenditures are \$324,313 or 6.8% more than the 2023 fiscal year amount. This is primarily due to increased Capital Outlay expenditures and personal services costs.

Confiscated Asset Fund

The Confiscated Assets Fund is a special revenue fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditures from the sale of confiscated assets. This fund enhances special projects within the Police Department. This cost center is funded solely through property and asset forfeitures. The amount budget for 2024 is \$1,500 and remains the same as the prior year.

Hotel/Motel Tax Fund

This fund is a special revenue fund used to account for revenues and expenditures specifically associated with the Hotel Motel Tax allowed by State law. The Tax is an excise tax on rooms, lodgings, and accommodations to provide additional funding for the promotion of tourism, conventions, and trade shows in the city. Revenues are projected to be \$1,215,000 for 2024. The Hotel/Motel tax is estimated to generate \$735,000. The tax received is then distributed as follows:

- Non-Restricted- Proceeds can be used for any legal purpose in the City (37.5%) and is transferred to the General Fund.
- Restricted – Tourism, Conventions and Trade Shows – Destination Marketing Organization, Fannin County Chamber of Commerce (43.75%).
- Restricted – Tourism Product Development (TPD) – Creation or expansion of physical attraction which are available and open to the public and which improve destination appeal to visitors and used by visitors (18.75%)

The funds retained by the City will be used to assist funding the Downtown Bathroom Facility construction and improvements to the Farmers Market.

SPLOST Fund 2017

The Special Purpose Local Option Sales Tax (SPLOST) 2017 Fund is a capital project fund. The SPLOST 2017 accounts for construction of major capital projects financed by SPLOST proceeds. A 2017 intergovernmental agreement between Fannin County and the City of Blue Ridge, which expired this October, stated the City may anticipate \$2.1 million in SPLOST 2017 proceeds over the life of the SPLOST for approved capital projects.

It is projected that fund balance revenues for this fund in 2024 will be \$1,520,000. Major projects to be funded include \$1,100,000 for drainage improvements and \$420,000 for mountain tops watermain replacement.

SPLOST Fund 2023

The Special Purpose Local Option Sales Tax (SPLOST) 2023 Fund is a capital project fund. This is a voter approved renewal of the the SPLOST and accounts for construction of major capital projects financed by SPLOST proceeds. The 2023 intergovernmental agreement between Fannin County and the City of Blue Ridge, stated beginning in November 2023, the City may anticipate \$4.2 million in SPLOST 2023 proceeds over the life of the SPLOST for approved capital projects as follows:

\$3,001,600	Maintenance repair and construction of roads, drainage and sidewalks
\$1,002,400	Water & Sewer upgrades and capital outlay
\$ 196,000	Recreational Facilities and improvements

It is projected that the revenues for this fund in 2024 will be \$700,000 to fund drainage projects.

Water and Sewer Fund

The Water and Sewer Fund is considered a proprietary fund. It accounts for the provision of water and sewer services to the defined service area. All activities necessary to provide such services are accounted for in this fund. Activities include providing high-quality drinking water, wastewater treatment and disposal services, and adequate water under sufficient pressure to our residents, customers, businesses and visitors.

The revenues and expenditures, available for allocation in the 2024 fiscal year Water and Sewer Fund Budget, are anticipated to be \$15,069,313. This is a increase of \$3,450,359 or 29.7% as compared to last year. The majority of the increase is the result of \$3,320,000 more in capital projects/infrastructure improvements when compared to the prior fiscal year. This includes rehabilitation of the Sewer Plant and lift stations, reducing infiltration into the sewer system, and replacing aging water mains and lines. In order to support increased operating costs and to address infrastructure improvements and debt service requirements, water or sewer rates are recommended to increase by 3.75%. Rates have not increased in four years.

Expenditures by Function

	2023		2024		Increase (Decrease)
Sewer Administration	\$	174,548	\$	211,787	\$ 37,239
Sewer Maintenance		2,509,119		4,068,363	1,559,245
Sewer Treatment Plant		3,640,004		5,584,985	1,944,981
Subtotal Sewer	\$	6,323,671	\$	9,865,135	\$ 3,541,464
Water Administration		918,384		932,323	13,939
Water Treatment		715,657		743,667	28,010
Water Distribution		3,661,243		3,528,188	(133,055)
Water Loss		-		-	-
Subtotal Water		5,295,284		5,204,179	(91,105)
 Total Expenditures		 11,618,955		 15,069,313	 3,450,359

Expenditures by Category

	2023		2024		Increase (Decrease)
Operating Expenditures	\$	3,190,598	\$	3,356,844	\$ 166,247
Capital Outlay		7,620,000		10,940,000	3,320,000
Debt Service		808,357		772,469	(35,888)
Total Expenditures	\$	11,618,955	\$	15,069,313	\$ 3,450,359

Five-Year Capital Improvement Program (CIP)

On page 70, the Budget document includes a five year projection of major capital improvement projects and related funding sources to be utilized as a planning guide for future budgets. It will be updated annually to respond to changing needs and priorities. Below is an overview of the estimated spending plan for 2024 – 2028.

Five Year Capital Improvement Program

Project	2024	2025	2026	2027	2028	Total
Vehicles and Equipment	250,000	\$529,000	290,000	84,000	-	1,153,000
Building Improvements	\$1,063,562	435,000	435,000	435,000	135,000	2,503,562
Drainage Improvements	\$1,900,000	-	-	-	-	1,900,000
Road Resurfacing	1,284,370	1,000,000	1,000,000	1,000,000	900,000	5,184,370
Sewer Plant Improvements	4,900,000	-	-	-	-	4,900,000
Lift Station and Sewer Line Improvement	3,610,000	2,365,000	1,710,000	60,000	60,000	7,805,000
Water Plant Improvements	100,000	325,000	250,000	100,000	75,000	850,000
Water Main and Line Improvements	2,330,000	850,000	100,000	850,000	100,000	4,230,000
TOTAL CAPITAL OUTLAY	\$ 15,437,932	\$ 5,504,000	\$ 3,785,000	\$ 2,529,000	\$ 1,270,000	\$ 28,525,932

Summary

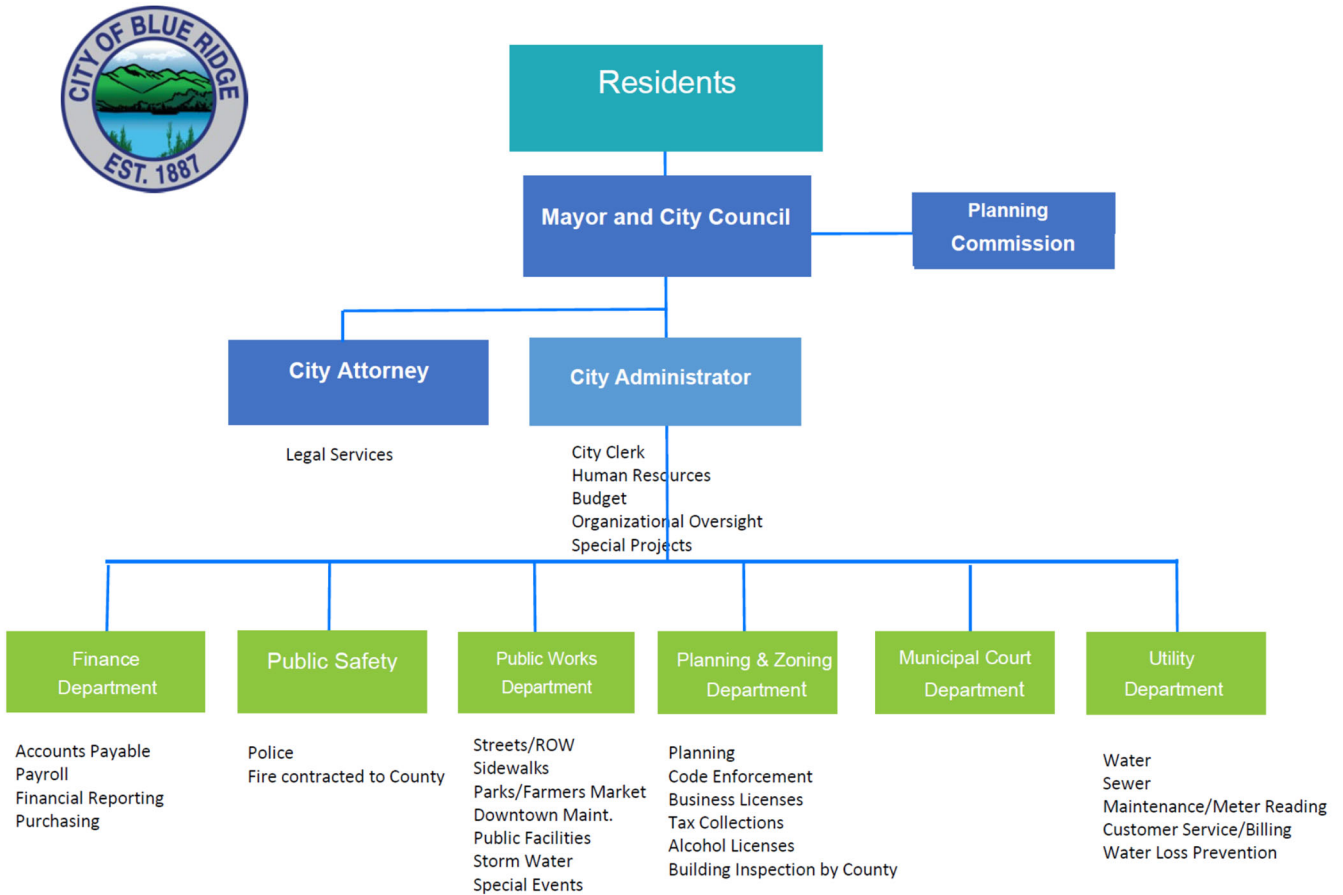
I am pleased to submit the detailed budget contained herein, for Fiscal Year 2024. Overall, the proposed budget establishes the framework for quality level of services required by the City residents and the business community within available resources and at the same time, accomplishes the pre-established priorities established by the Mayor and City Council.

The preparation and formulation of this document could not have been accomplished without the assistance and dedicated efforts of all Department Heads and Supervisors. I also appreciate the valuable input from the Mayor and City Councilmembers in formulating the budget priorities. All questions, relating to the budget, should be referred to my attention. A Council Workshop meeting will be held, to review, in detail, the proposed budget document.

Respectfully submitted,

Eric M. Soroka
City Administrator

City of Blue Ridge Organizational Chart



Our Mission Statement

Our mission is to enrich the quality of life in Blue Ridge for all our citizens. We pledge to work in partnership with our residents, all stake holders and the Fannin County government to protect, preserve and secure the quaintness of our small-town community and to enhance the natural beauty of our environment.

Budgetary Policies

The budget process provides the primary mechanism by which key decisions are made regarding the levels and types of services to be provided within estimated available resources. Budget policy guides this process and directs the City's financial health and stability.

At a minimum, the City shall adopt annual balanced budgets for the general fund, each special revenue fund, and each debt service fund in accordance with the Official Code of Georgia, O.C.G.A. 36-81-3. Georgia law also requires a project-length balanced budget for each capital projects fund.

The annual proposed budgeted should be submitted to the governing authority while being held at City Hall for public review/inspection in accordance with O.C.G.A. 36-81-3. A public hearing will be conducted after proper advertisement prior to the City Council adopting and approving the annual budget document (O.C.G.A. 36-81-5 and 36-81-6).

BUDGET OBJECTIVE BY TYPE OF FUND

The following budget objectives are established for the different funds the City uses:

General Fund

The annual budget for the General Fund shall provide for the general government operations of the City and maintain working capital necessary for financial planning and managing the resources of the City.

Special Revenue Fund(s)

The City adopts annual budget for each special revenue fund that demonstrates any legally restricted revenue sources are used consistent with the applicable laws and/or regulations (i.e. Hotel/Motel Tax Fund).

Capital Project Fund(s)

The City adopts project budgets for each of its capital project funds. These adopted appropriations do not lapse at the end of a fiscal year; rather they remain in effect until project completion or re-appropriation by City Council.

Debt Service Fund(s)

The City adopts annual budgets for any debt service fund. Any remaining fund balances from prior years plus current year's projected revenues shall be sufficient to meet all annual debt service requirements.

Proprietary Funds(s)

Although Generally Accepted Accounting Principles (GAAP) and Georgia statutes do not require the City to adopt budgets for enterprise funds, the City does adopt budget a for enterprise funds in order to monitor revenues and control expenses. The City uses a business approach when budgeting enterprise funds. Enterprise funds shall be self-supporting whenever possible and subsidized losses will be minimized when break-even is not possible.

Additionally, the City classifies funds as either operating funds or non-operating funds. Operating funds are those funds that include appropriations for the payment of salary and benefits and whose maintenance and operating appropriations are necessary to continue the daily operations of the City. The General Fund will always be an operating fund. Non-operating funds are those funds that do not include appropriations for the payment of salary and benefits and whose maintenance and operating appropriations are not critical to the daily operations of the City.

BASIS OF BUDGETING

Neither GAAP nor Georgia statutes address a required basis of budgeting; however, the City shall adopt budgets in conformity with GAAP for all budgeted funds. All governmental funds shall use the modified accrual basis of accounting. Proprietary funds shall use the accrual basis of accounting with the exception that debt principal payments and capital outlay are budgeted and depreciation is not for budgeting cash flow purposes.

BALANCED BUDGET

A balanced budget is defined as one in which total anticipated revenues plus that portion of fund balance in excess of authorized reserves that is designated as a budget-funding source shall equal total estimated expenditures for each fund. The City shall avoid budgetary procedures that balance current expenditures through the obligation of future resources. The City shall avoid short-term borrowing to meet operating budget requirements, except as authorized by the City Council. Revenues include those which are due for the current year. Expenditures appropriated by the annual budget include items for which disbursements are made or incurred during the fiscal year through the payables process. All operating budget appropriations shall lapse at the end of the fiscal year. Purchases encumbered in the current year, but not received until the following year, must be charged against a department's subsequent year appropriation.

BUDGET ADOPTION AND CONTROL

All budgets shall be adopted at the legal level of budgetary control, which is the department level within each individual fund. The City budget is adopted annually by resolution of the Mayor and Council before the beginning of the new fiscal year. In accordance with O.C.G.A. 36-80-21, as soon as the City has adopted a final budget for an upcoming fiscal year, a copy of the budget shall be electronically transmitted in a PDF file to the Vinson Institute and posted on the website accessible to the public. The PDF should be transmitted no later than 30 calendar days following the adoption of the budget resolution. The budget shall be developed based upon "line item" expenditures within each department. This type of budget focuses on categories of expenditures such as personal services, purchased services, supplies, capital outlay, etc. within each department. At a minimum, each department's appropriation in each fund shall be detailed within the budget document (O.C.G.A. 36-81-3 and 36-81-5). Departments are based on function and activity classifications in the Georgia Department of Community Affairs chart of accounts.

A system of budgetary controls shall be maintained to assure adherence to the budget. Timely monthly reports shall be prepared comparing actual revenues and expenditures/expenses with budgeted amounts to be distributed to the Mayor/City Council and Department Heads.

AUTHORIZATION OF BUDGET ADJUSTMENTS AND AMENDMENTS

The budget is a dynamic rather than static plan, which requires adjustments and formal budget amendments as circumstances change. The Mayor and City Council must approve all amendments in total departmental appropriations by resolution. The City Administrator can make reallocation of budgeted amounts within expenditures/ expenses of a department or revenues of a department. The City Administrator shall be the constituted budget officer for the City. Adjustments from appropriations that have been restricted, committed, or assigned for a designated purpose shall not be transferred until a formal de-obligation occurs. Budget amendments or reallocations are recorded in the general ledger upon approval by the Mayor and Council or City Administrator.

MAINTENANCE AND REPLACEMENT OF CAPITAL EQUIPMENT

The budget for capital expense shall be incorporated with the current year operating budgets for each fund and shall be funded by current operating revenue to the extent possible. An itemized listing of capital expense, equipment and projects shall be included in the budget document.

BUDGET STABILIZATION & FUND BALANCE POLICY

The City shall strive to establish a fund balance reserve in all operating funds for working capital. The purpose of working capital is to cover the cost of expenditures caused by unforeseen emergencies, cover shortfalls caused by revenue declines, and to eliminate any short-term borrowing for cash flow purposes. This reserve shall accumulate and then be maintained at an amount that represents no less than three (3) months of operating and debt expenditures (approximately 25% of budgeted expenditures.) Non-operating funds do not need a reserve for working capital. If necessary, the City may use unrestricted fund balance as a funding source for that fund's budget in any given year. The amount of unrestricted fund balance shall be estimated conservatively, taking into consideration future year needs. The minimum requirement for the reserve for working capital, equal to three (3) months of operating and debt expenditures, must first be met before utilizing the excess fund balance as a funding source for the budget. The utilization of fund balance shall be deemed a use of one-time revenues for budgeting purposes.

CONTINGENCY LINE-ITEM

The City shall establish an appropriated contingency of one percent (1%) of the total annual expenditure appropriation in all operating funds in order to accommodate unexpected operational changes, legislative impacts, or other economic events affecting the City's operations which could not have been reasonably anticipated at the time the budget was prepared. Non-operating funds shall not require a contingency reserve appropriation. This contingency reserve appropriation will be a separate line-item within the budget. This amount shall be subject to annual appropriation. The approval of the Mayor and Council and City Administrator is required before this appropriation can be expended. If approved, the Finance Director will transfer the appropriation from the contingency line-item to the applicable line item(s) within the applicable department's budget.

CONTRIBUTIONS

Unless authorized by City Council, outside contributions to programs operated by City departments shall be subject to the City's accounting and budgetary policies. The City welcomes both unrestricted and restricted contributions compatible with the City's programs and objectives. Any material contribution shall be appropriated by City Council prior to expenditure. Material contributions shall be defined as one-time contributions exceeding one percent (1%) of the department's annual maintenance and operating expenditure appropriation or \$25,000, whichever is less.

ONE-TIME REVENUE SOURCES

Non-recurring revenues shall be utilized within the appropriate fund for items relating to non-recurring expenses. The purpose of limiting these funding sources is to eliminate the fluctuations in funding operations with non-sustainable resources. One-time revenues shall be distinguished during the budget process so that a match can be made with non-recurring expenditures.



Budget Preparation Calendar FY 2024

Date Due By	Responsibility	Action
August 29, 2023	City Administrator	Calendar prepared and submitted. Electronic spreadsheets are delivered to Department Heads with prior years actuals and YTD.
September 8, 2023	Department Heads	Return Budget Request Forms to the City Administrator
September 14, 2023	City Administrator	City Administrator meets with Department Heads to review budget requests
September 19, 2023	City Administrator Finance Director	Updated Property Tax Digest , Recommended Millage Rate Ordinance presented to City Council at Public Hearing
September 27, 2023	Finance Director	Prepares updated personnel and benefits information
October 4, 2023	Finance Director	Advertise in the newspaper, presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.
October 17, 2023	City Administrator	Millage Rate Ordinance Second Reading and Public Hearing
October 3 to 31	City Administrator Finance Director	Budget Document is prepared
November 1, 2023	Finance Director	Advertisement of Council meeting to adopt budget placed in the newspaper
November 1, 2023	City Administrator	Budget document is submitted to the City Council. Notice of availability of proposed budget and the public hearing date, time and location are placed as ad or article in the newspaper at least one week prior to the public hearing
November 8, 2023	City Council	Conduct Budget Public Hearing & Workshop Meeting
November 14, 2023	City Council	Approve Budget Resolution Adopting Budget
January 1, 2024		Fiscal Year Begins

Accounting Policies

The City shall maintain a system of financial monitoring control and reporting for all operations and funds in order to provide an effective means of ensuring that financial integrity is not compromised. Such practices shall provide City officials with the necessary resources in order to make sound financial decisions.

GENERALLY ACCEPTED ACCOUNTING PRINCIPALS (GAAP)

The City will establish and maintain a high standard of accounting practices to conform to generally accepted accounting principles of the United States as promulgated by the Governmental Accounting Standards Board (GASB). The City also will follow the Financial Accounting Standards Board's pronouncements, as applicable.

FUND STRUCTURE

The City will maintain the minimum number of funds consistent with legal compliance and sound financial administration. The City will adhere to the mandatory fund structure included in the Georgia Department of Community Affairs' (DCA) chart of accounts. Funds shall be classified in conformity with GAAP. Further, all funds shall be reported within the annual financial statements.

The Georgia General Assembly passed the Local Government Uniform Chart of Accounts and Reporting Act in 1997 (House Bill 491). This law required the DCA to prepare and issue a standardized chart of accounts for Georgia governments. The City shall implement and utilize the account classifications as the chart of accounts prescribes.

FUND BALANCE POLICY

The fund balance of governmental funds can be classified into five different categories which are nonspendable, restricted, committed, assigned, and unassigned. Nonspendable fund balance are resources that are not in spendable form or are legally or contractually required to be maintained intact, such as inventory or prepaid assets. Some constraints on the use of resources are externally enforceable, imposed by law or enabling legislation and are classified as restricted. An example includes hotel/motel tax resources. Portions of fund balance can be committed if constraints are formally imposed by the government's highest level of decision-making authority by no later than the end of the reporting period. The Mayor and Council are required to formally commit fund balance by resolution or in the approved budget. Assigned fund balance is a resource earmarked for particular purposes and can be designated by the City Administrator with written authorization. The remaining fund balance not classified in any of the previous categories is labeled unassigned. When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted first, then unrestricted resources as they are needed. When an expenditure is incurred for purposes for which amounts in committed, assigned, or unassigned fund balance could be used, it is the government's policy to first use committed and then assigned fund balance if available. Unassigned fund balance would be used for remaining expenditures from unrestricted fund balance. Annually, after the audit is complete, the Finance Director shall report the City's fund balance and the classification of the various components in accordance with GAPP and this policy.

CASH AND INVESTMENT POLICY

Georgia law (O.C.G.A. 36-83-4) sets forth acceptable investments for Georgia governmental entities. To limit risks for the City's deposits, the City generally limits investments to certificates

of deposit through local financial institutions. However, upon approval of the Mayor and Council, any investment authorized by Georgia code would be acceptable.

Custodial credit risk is the risk that, in the event of a bank failure, the City's deposits may not be recovered. State statutes require all deposits to be collateralized by depository insurance, obligations of the United States or certain obligations guaranteed by the U.S. Government, obligations of the State of Georgia or bonds of public or development authorities, counties, or municipalities of the State of Georgia. It is the City's policy that any investment or deposit in excess of the Federal Deposit Insurance Corporation (FDIC) insured amount must be secured by 110% of an equivalent amount of State or U.S. Obligations. Deposits exceeding FDIC limits secured thru the local government investment pool, "Georgia Fund 1," created by O.C.G.A. 36-83-8 or a collateral pool are acceptable securities. Interest rate risk is the risk that changes in interest rates will adversely affect the fair market value of an investment. It is currently the City's policy to not invest in instruments with a variable interest rate. Credit quality risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. It is the City's policy to invest in non-negotiable certificates of deposit and money market accounts that are covered by FDIC insurance or pledged collateral

Auditing and Financial Reporting Policies

Georgia law on local government audits, O.C.G.A. Section 36-81-7, requires an independent annual audit. The audit shall be conducted in accordance with generally accepted auditing standards (GAAS) and generally accepted governmental auditing standards (GAGAS). In addition, the City shall comply with the requirements of the General Accounting Office (GAO) and the Office of Management and Budget (OMB) when audits are conducted relating to federal funding, consistent with the 1996 (and any future) amendments to the Single Audit Act. The agreement between the independent auditor and the City shall be in the form of a written contract or an engagement letter. A properly licensed Georgia independent public accounting firm shall conduct the audit. In conjunction with the annual independent audit, the City shall prepare and publish an Annual Financial Report in conformity with GAAP. The City shall make this report available to elected officials, bond rating agencies, creditors and citizens. The City shall report in conformity with O.C.G.A. Section 36-81-7 and a copy of the City's annual audit shall be submitted to the Georgia Department of Audits and Accounts within 180 days of year end, as required. The report shall be published on the website of the Carl Vinson Institute of Government of the University of Georgia in accordance with O.C.G.A 36-80-21. This requires that each local government shall electronically transmit a copy of the audit concurrent with submission of the audit to the state auditor.

Internal Control Policies

An effective system of internal control allows management to deal with rapidly changing economic and competitive environments, shifting customer demands and priorities, and restructuring for future growth. Internal control promotes efficiency, reduces risks of asset loss, and helps ensure the reliability of financial statements and compliance with laws and regulations.

We define *internal control* as follows:

Internal control is a process, management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives in the following categories:

- Effectiveness and efficiency of operations
- Reliability of financial reporting
- Compliance with applicable laws and regulations

Accounting controls comprise the state of organization and the procedures and records that are concerned with the safeguarding of assets and the reliability of financial records, and, consequently are designed to provide reasonable assurance that:

1. Transactions are authorized in accordance with management's general or specific authorization.
2. Transactions are recorded as necessary (a) to permit preparation of financial statements in conformity with Generally Accepted Accounting Principles and other criteria as applicable to such statements and (b) to maintain accountability for assets.
3. Access to assets is permitted only in accordance with management's authorization.

The City of Blue Ridge has established procedures to protect assets, monitor the accuracy and reliability of accounting data for public funds, and provide guidelines that encourage and promote fiscal integrity of open and honest financial reporting necessary to carry out the day-to-day financial affairs of the City. These internal controls are considered cost effective to the City in order to achieve maximum benefits as a direct result of the procedures. The City of Blue Ridge utilizes the following universal controls:

1. Separation of Functional Responsibilities - All procedures are structured to separate responsibilities as needed and to the extent possible with current staffing. The following areas should be noted:
 - a) Preparation of cash deposits separate from posting of cash receipts.
 - b) Approval of checks from processing/posting of cash disbursements.
 - c) Receiving of goods from ordering goods.
 - d) Ordering goods from processing payments.
 - e) Processing paychecks from enrolling new employees or changing pay rates.
 - f) Within the constraints of the department of the City, all duties shall be segregated that could lead to the appearance of a conflict of interest.
 - g) An employee without prior access to records is used to:
 - Reconcile bank statements
 - Open mail
 - Intermittent testing of petty cash drawers and change drawers
2. An uncomplicated and adaptable organization plan which clearly places responsibilities for specific activities on specific individuals.
3. An annual budget prepared in detail and reviewed monthly by the department heads in conjunction with the finance department with copies of budget reports provided to the Mayor and Council in an effort to promote an effective and efficient City administration, which addresses the need for financial constraint and stability.
4. Sufficient and competent personnel, who receive updated training and education necessary to insure maximum quality and effective financial reporting results.

5. Centralized purchasing utilizing a purchase order system for the City. Control procedures for purchasing include numerical sequenced purchase orders and check requests.
6. Cash procedures are strictly maintained and enforced in an effort to insure acceptable checks and balances are adhered to, including the following recommendations:
 - a) All money is to be deposited daily.
 - b) All posting should be from the original document or a copy of the check, if necessary, and cash receipt to allow for the depositing of money daily.
 - c) Documentation of the amount of cash and checks to be deposited to be submitted with paper work pertaining to the deposit and posting of the cash receipt to the general ledger.
 - d) A deposit ticket should be completed; making sure the total is the same on the bottom and down the side. If it is correct, place your initial at the bottom of the deposit ticket and place it in the locked bank bag. The money and the deposit ticket should then be maintained in a locked bank bag for deposit by a separate person, if possible.
 - e) Persons with bank bag keys should not allow anyone else to open or close the bag. The person with the key is responsible for the funds.
 - f) Money should be in a secure place at all times. At no time should money be out on a desk unattended. All funds are placed in a safe or vault at night or when the deposit is completed.
 - g) Each person should have an assigned cash drawer and no access should be allowed to other's drawers, even if staff is manning both the drive-through and teller windows. This can preclude identification of the individual responsible for any shortages.
 - h) Refunds should never be given out of the cash drawer. All refunds will be processed through the Finance Department.
 - i) No one in the Finance Department should handle cash.
7. The City keeps a complete set of accounting records, the minimum of such is:
 - a) General ledger
 - b) Paid invoice file
 - c) Payroll ledger
 - d) Bank reconciliations
 - e) Accounting work papers
8. Cash reports are prepared and submitted to the City Administrator each month.
9. General ledgers are reviewed monthly by the Director of Finance and department head's should also review their department's performance according to budget to actual comparisons periodically.
10. All transactions are properly documented as follows:
 - a) Cash disbursements are documented by either a signed purchase order or approved check request or approved signed contract or bid document, along with an invoice and verification of receipt, if possible.
 - b) Utility cash payments are documented by computer printouts detailing customer payments for the day that tie to the daily deposit for each cash drawer. All payments are posted by the Finance Department after being posted by the designated teller.

- c) Cash payments are documented by cash receipts in numerical order showing all payments for that day that tie to the daily deposit and cash balance in the drawer.
 - d) At the end of the day, all documentation is reconciled to the total of the cash, checks and other forms of payment received.
11. An independent firm of Certified Public Accountants performs an annual financial audit of the City of Blue Ridge. The City's fiscal year end is December 31st and the audit is due to the Georgia State Department of Audit and Accounts by June 30th each year.
12. Policy and procedure protocol:
- a) Policies and procedures should be reviewed by the Director of Finance on an annual basis and any changes necessary submitted to the City Administrator with copies to the Mayor and Council for approval. If a policy and procedure is revised, a new revision date, month and year, is noted on the policy and procedure.
 - b) New policies and procedures are developed as needed.
 - c) Employees will be given a copy of applicable policies and procedures at time of hire and appropriate training will be provided. Their signature denoting their understanding of said policies will be required after training. As policies are updated, staff will be notified by email or interoffice mail.
 - d) The original adopted policies and procedures of the City will be kept with the Clerk's records at City Hall and in the Finance Department. Electronic files will be maintained on the server.

INTERNAL CONTROL OVER FINANCIAL REPORTING

The system of internal control over the financial reporting includes policies and procedures designed and implemented to provide reasonable assurance that the City's financial statements are fairly presented in accordance with generally accepted accounting principles. The controls are the specific policies and procedures designed and implemented to prevent or detect and correct misstatements that, if not prevented or corrected, would cause the financial statements to not be fairly presented.

A well designed and properly maintained accounting system is necessary to be able to provide all data that is needed to allow for the timely preparation of financial statements in conformity with generally accepted accounting principles. The official source of generally accepted accounting principles for local governments is the Governmental Accounting Standards Board (GASB). The Governmental Accounting Standards Board is an independent, not-for-profit organization that establishes and improves standards of financial accounting for local governments.

Tax Digest and Millage Rates

NOTICE

The Mayor and Council of the City of Blue Ridge does hereby announce that the millage rate will be set at a meeting to be held at the City Hall on October 17, 2023 at 6:00 p.m. and pursuant to the requirements of O.C.G.A. Section 48-5-32 does hereby publish the following presentation of the current year's tax digest and levy, along with the history of the tax digest and levy for the past five years.

CURRENT 2023 TAX DIGEST AND 5 YEAR HISTORY OF LEVY

COUNTY WIDE	2018	2019	2020	2021	2022	2023
Real & Personal	101,922,555	123,777,963	126,591,857	142,316,865	191,371,385	191,399,215
Motor Vehicles	669,400	585,030	487,620	396,250	398,940	399,080
Mobile Homes	236,983	256,788	256,788	279,741	267,876	261,025
Timber - 100%						
Heavy Duty Equipment						
Public Utilities	2,542,626	2,744,607	2,929,833	2,926,143	2,987,234	3,052,101
Gross Digest	105,371,564	127,364,388	130,266,098	145,918,999	195,025,435	195,111,421
Less M& O Exemptions	1,806,516	1,816,213	1,613,813	1,555,922	1,790,447	1,750,143
Net M & O Digest	103,565,048	125,548,175	128,652,285	144,363,077	193,234,988	193,361,278
State Forest Land Assistance Grant Value						
Adjusted Net M&O Digest	103,565,048	125,548,175	128,652,285	144,363,077	193,234,988	193,361,278
Gross M&O Millage	12.296	11.517	11.918	12.190	10.523	11.379
Less Rollbacks	6.918	6.139	6.595	7.176	6.473	7.273
Net M&O Millage	5.378	5.378	5.323	5.014	4.050	4.106
Total City Taxes Levied	\$556,973	\$675,198	\$684,816	\$723,836	\$782,602	\$793,941
Net Taxes \$ Increase	\$20,153	\$118,225	\$9,618	\$39,020	\$58,765	\$11,340
Net Taxes % Increase	3.76%	21.23%	1.42%	5.70%	8.12%	1.45%

Resolution Adopting Budget

RESOLUTION NO. BR2023-26

A RESOLUTION BY THE CITY COUNCIL FOR THE CITY OF BLUE RIDGE, GEORGIA TO ADOPT A BUDGET FOR ALL FUNDS OF THE CITY FOR THE CALENDAR YEAR 2024; TO ADOPT THE BUDGET ATTACHED TO THIS RESOLUTION AND WITH SAID BUDGET FOR ALL FUNDS INDICATING THE SUM OF ESTIMATED REVENUES, AS WELL AS THE SUM OF EXPECTED EXPENDITURES; TO PROVIDE FOR A BALANCED BUDGET FOR THE 2024 FISCAL YEAR; TO PROVIDE THAT NOTHING CONTAINED WITHIN THIS BUDGET RESOLUTION, AS WELL AS THE ATTACHED PROPOSED BUDGET, SHALL PRECLUDE THE CITY COUNCIL OF BLUE RIDGE FROM AMENDING ITS BUDGET DURING THE 2024 FISCAL YEAR SO AS TO ADAPT TO CHANGING GOVERNMENTAL NEEDS DURING THE BUDGET PERIOD; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Section 35.45 of the Blue Ridge Code of Ordinances, the City has adopted a fiscal year beginning January 1 and ending December 31 of each year;

WHEREAS, O.C.G.A. § 36-81-3, and/or other laws, provide that the governing authority of each local government shall adopt and operate under an annual balanced budget for the general fund, each special revenue fund and each debt service fund of the entity;

WHEREAS, in accordance with O.C.G.A. § 36-81-5(d), the budget was made available for public review at City Hall and on the City's official website;

WHEREAS, in accordance with O.C.G.A. § 36-81-5(e), notice was published setting forth the availability of the budget for public review and in accordance with

O.C.G.A. § 36-81-5(g), the notice included the public hearing date advertisement on the proposed budget set for November 14, 2023;

WHEREAS, the City Council does hereby desire to adopt a General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund, Water and Sewer Fund and Downtown Development Authority Component Unit Fund Budget by this resolution for the calendar year of 2024 and the fiscal year of 2024; and.

NOW, THEREFORE, BE IT RESOLVED, AND IT IS HEREBY RESOLVED BY THE ABOVE-REFERENCED AUTHORITY, as follows:

SECTION 1.

BUDGET FOR THE FUNDS OF THE CITY OF BLUE RIDGE.

The City Council of the City of Blue Ridge, Georgia, as the governing authority of the City, does hereby adopt a balanced budget for the General Fund, Confiscated Assets Fund, Hotel/Motel Fund, SPLOST Fund, Water and Sewer Fund Downtown Development Authority Component Unit Fund Budget of the City for the calendar year of 2024 and the fiscal year of 2024, and being as more specifically described by the attached document comprising the budget, and which indicate the following:

- (1) Administration, operation and maintenance expenses of each department or office of the City;
- (2) Interest and debt redemption charges;
- (3) Proposed capital expenditures, detailed by departments and offices when practicable;
- (4) Cash deficits of the preceding year;
- (5) Contingent expenses; and
- (6) Such reserves as may be deemed advisable by the City Council;

and which are all incorporated by reference into this budget resolution and comprising the budget for the on-coming fiscal year.

SECTION 2.

BALANCED BUDGET.

As indicated by the incorporated budget, the proposed budget for fiscal year 2024 is balanced in that the sum of estimated revenues and appropriated fund balances is equal to appropriations, and in accordance with O.C.G.A. § 36-81-3(b)(3).

SECTION 3.

AMENDMENT TO THE BUDGET.

Nothing within this budget resolution shall preclude the City Council of the City of Blue Ridge, Georgia from amending its budget for the 2024 fiscal year so as to adapt to changing governmental needs during the budget period, being said fiscal year for the City of Blue Ridge. The City Council of the City of Blue Ridge retains full authority to amend said budget at any time during the budget period due to a change in anticipated revenues or through a transfer of appropriations among departments, so long as said budget amendments are approved by the City Council of the City of Blue Ridge. All changes in the budget, budget appropriations, or transfers of appropriations within the departments of the City of Blue Ridge, Georgia shall be in accordance with such policies as are adopted by the City Council of the City of Blue Ridge, Georgia and contained in the Budget Document.

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 ____ day of November 14, 2023.

RHONDA HAIGHT, MAYOR

ATTEST:

AMY MINTZ
CITY CLERK

am

**CITY OF BLUE RIDGE
OPERATING & CAPITAL BUDGET
FISCAL YEAR 2024**



SUMMARY OF ALL FUNDS

CITY OF BLUE RIDGE

SUMMARY OF ALL FUNDS

2024

FUND NO.	FUND	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenue Projections						
100	General Fund	4,087,382	4,136,057	4,790,708	2,537,655	5,115,021
210	Confiscated Asset Fund	-	1,500	1,500	-	1,500
230	Special Revenue Fund -ARPA	128,515	54	300,000	549	-
275	Hotel/Motel Tax Fund	635,835	816,457	760,099	348,517	1,215,000
320	SPLOST Fund 2017	676,791	724,614	1,968,820	357,122	1,520,000
321	SPLOST Fund 2023	-	-	-	-	700,000
400	Water & Sewer Fund	4,470,942	4,630,950	11,618,955	2,368,155	15,069,313
800	DDA Component Unit Fund	280,043	98,253	228,125	43,565	400,000
Total Revenues		\$ 10,279,508	\$ 10,407,884	\$ 19,668,207	\$ 5,655,562	\$ 24,020,834

Expenditures by Function/Department						
1100	Mayor and Council	\$ 131,825	\$ 137,288	\$ 171,880	\$ 78,797	\$ 196,098
1300	City Administrator's Office	-	-	218,731	108,856	233,981
1400	Election	20,243	-	15,500	3,071	1,000
1500	General Administration	401,055	565,563	201,522	120,492	228,763
1514	Tax Administration & Licensing	9,385	2,730	-	-	-
2650	Municipal Court	138,997	162,111	169,577	95,289	189,462
3200	Police	1,113,017	1,324,420	1,385,228	661,439	1,388,491
3226	Custody of Prisoners	5,615	11,090	-	-	-
3520	Fire	18,016	24,139	27,000	13,121	24,800
4200	Public Works	1,579,050	917,685	2,860,065	408,618	4,048,893
6220	Park Areas	422,096	388,995	1,193,721	201,407	502,350
7400	Planning and Zoning	96,425	109,772	97,806	55,852	102,684
7540	Tourism	478,625	606,383	760,099	196,749	1,215,000
7550	Downtown Development	373	5,550	228,125	10,260	400,000
7565	Special Facilities - Rentals	4,499	1,784	-	-	-
4310	Sewer Administration	139,439	108,400	174,548	88,636	211,787
4331	Sewer Maintenance	818,357	1,428,651	2,809,119	448,664	4,068,363
4335	Sewer Treatment Plant	536,502	669,458	3,640,004	304,437	5,584,985
4410	Water Administration	959,290	558,057	918,384	345,149	932,323
4430	Water Treatment	534,527	541,051	715,657	290,785	743,667
4440	Water Distribution	1,265,378	1,502,987	4,081,244	624,833	3,948,188
4450	Water Loss	(9,089)	5,300	-	-	-
Total Expenditures		\$ 8,663,623	\$ 9,071,414	\$ 19,668,207	\$ 4,056,457	\$ 24,020,834

CITY OF BLUE RIDGE

SUMMARY OF ALL FUNDS

2024

ACCOUNT NO.	FUND	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenues by Category						
31	Taxes	\$ 3,774,353	\$ 4,031,376	\$ 3,624,500	\$ 2,342,288	\$ 3,994,500
32	Licenses and Permits	122,268	166,843	152,500	170,212	185,500
33	Intergovernmental Revenues	1,238,907	992,030	1,799,945	425,064	1,745,146
34	Charges for Service	4,580,854	4,838,295	4,613,150	2,316,305	4,799,063
35	Fine and Forfeitures	154,362	195,838	201,500	132,323	226,500
36	Investment Income	6,897	58,581	8,000	91,047	45,500
37	Contributions and Donations	55,189	15,000	-	319	-
38	Miscellaneous Revenues	79,760	103,983	79,000	33,946	79,000
39	Other Financing Sources	266,918	5,940	9,189,612	144,057	12,945,625
Total Revenues		\$ 10,279,508	\$ 10,407,884	\$ 19,668,207	\$ 5,655,562	\$ 24,020,834
Expenditures by Category						
51	Personal Serv & Employee Ben.	\$ 2,628,408	\$ 3,324,341	\$ 3,698,065	\$ 1,890,146	\$ 3,918,421
52	Purchased / Contractual Serv.	1,803,479	1,276,360	1,260,320	575,822	1,364,055
53	Supplies	1,322,842	1,449,425	1,378,803	662,380	1,320,267
54	Capital Outlay	959,915	2,067,098	11,278,441	559,753	15,437,932
55	Interfund Charges	434,986	-	-	-	-
57	Other Costs	611,663	511,070	479,013	139,898	466,858
58	Debt Service	842,941	443,121	853,565	228,458	817,677
61	Tranfers Out	59,389	-	720,000	-	695,625
Total Expenses		\$ 8,663,623	\$ 9,071,414	\$ 19,668,207	\$ 4,056,457	\$ 24,020,834

Employee Overview and Allocation		
Department	Fulltime	Part-time
Mayor and Council	-	6
City Administrator's Office	1.6	
General Administration	1.1	1
Municipal Court	1.0	-
Police	11.0	7
Fire	-	-
Public Works	4.0	0.5
Park Areas	4.0	-
Planning and Zoning	1.2	-
Water & Sewer	19.6	0.5
	43.5	15

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**CITY OF BLUE RIDGE
OPERATING & CAPITAL BUDGET
FISCAL YEAR 2024**



GENERAL FUND

**CITY OF BLUE RIDGE
GENERAL FUND
OPERATING & CAPITAL BUDGET
SUMMARY
FISCAL YEAR 2024**

FUND DESCRIPTION

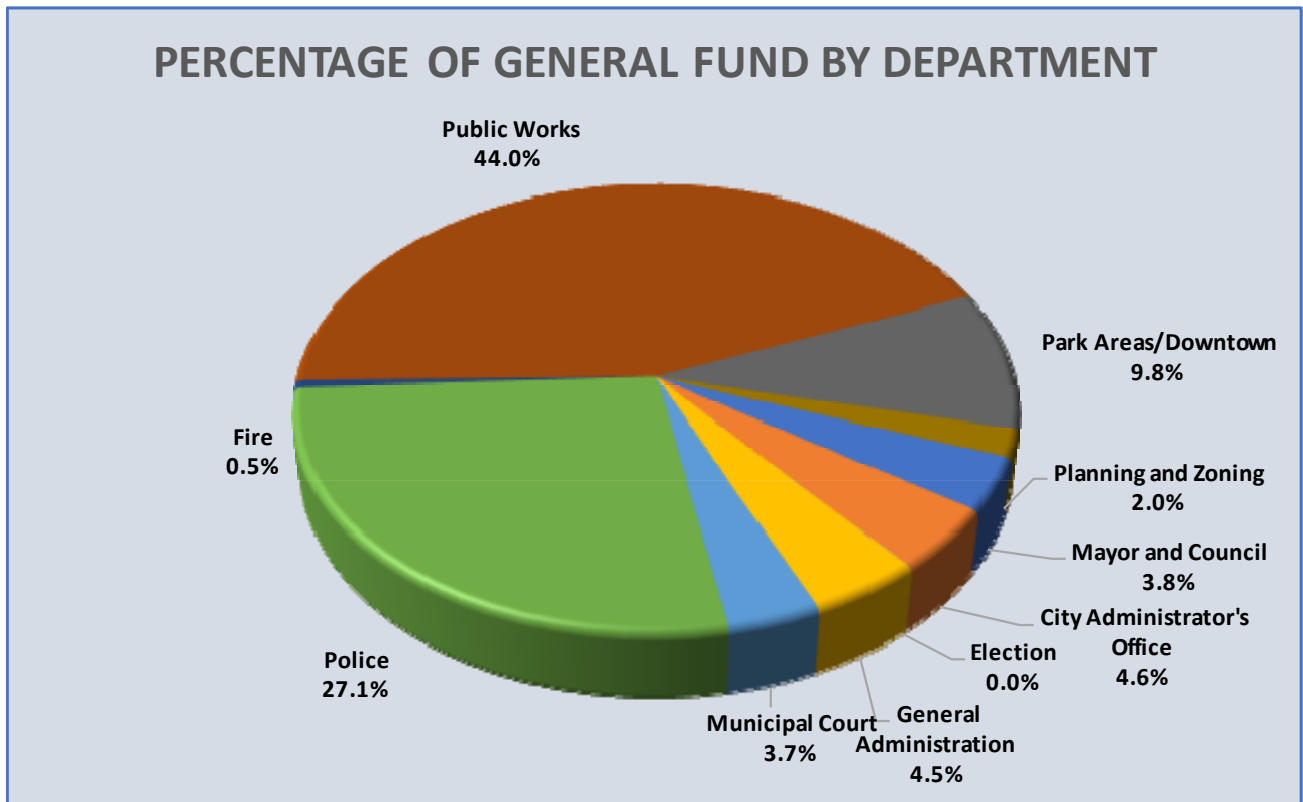
The General Fund is used to account for resources and expenditures that are available for the City's general operations.

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenue Projections						
31	Taxes	3,138,517	3,229,919	2,999,500	1,993,771	3,259,500
32	Licenses and Permits	122,268	166,843	152,500	170,212	185,500
33	Intergovernmental Revenues	261,570	178,008	3,000	38,391	45,146
34	Charges for Service	26,190	223,443	121,150	104,687	215,250
35	Fine and Forfeitures	154,362	194,338	200,000	132,323	225,000
36	Investment Income	4,273	38,513	4,000	61,303	30,000
37	Contributions and Donations	55,189	-	-	319	-
38	Miscellaneous Revenues	68,093	90,441	79,000	28,127	79,000
39	Other Financing Sources	256,920	14,552	1,231,558	8,521	1,075,625
Total Revenues		\$ 4,087,382	\$ 4,136,057	\$ 4,790,708	\$ 2,537,655	\$ 5,115,021
Expenditures by Function/Department						
1100	Mayor and Council	\$ 131,825	\$ 137,288	\$ 171,880	\$ 78,797	\$ 196,098
1300	City Administrator's Office	-	-	218,731	108,856	233,981
1400	Election	20,243	-	15,500	3,071	1,000
1500	General Administration	401,055	542,447	201,522	104,505	228,763
1514	Tax Administration & Licensing	9,385	2,730	-	-	-
2650	Municipal Court	138,997	162,111	169,577	95,289	189,462
3200	Police	1,113,017	1,322,920	1,383,728	661,439	1,386,991
3226	Custody of Prisoners	5,615	11,090	-	-	-
3520	Fire	18,016	24,139	27,000	13,121	24,800
4210	Public Works	1,258,817	608,930	1,311,245	392,154	2,248,893
6220	Park Areas	422,096	388,995	1,193,721	201,407	502,350
7400	Planning and Zoning	96,425	109,772	97,806	55,852	102,684
7540	Tourism	66,290	58,556	-	-	-
7550	Downtown Development	-	-	-	-	-
7565	Special Facilities - Rentals	4,499	1,784	-	-	-
Total Expenditures		\$3,686,280	\$ 3,370,762	\$ 4,790,708	\$ 1,714,492	\$ 5,115,021

ACCOUNT NO.	DESCRIPTION	ACTUAL 2019	AMENDED BUDGET 2022	AMENDED BUDGET 2023	ACTUAL JULY 31 2023	CITY ADMIN. PROPOSAL 2024
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Expenditures by Category

51	Personal Serv & Employee Ben.	\$ 1,645,952	\$ 1,898,580	\$ 2,077,339	\$ 1,061,553	\$ 2,298,598
52	Purchased / Contractual Serv.	888,033	622,946	523,350	290,137	559,455
53	Supplies	452,790	505,295	405,895	243,752	427,095
54	Capital Outlay	364,313	230,279	1,655,466	75,130	1,694,370
55	Interfund Charges	8,996	-	-	-	-
57	Other Costs	262,606	56,481	83,450	28,214	90,295
58	Debt Service	63,591	57,180	45,208	15,705	45,208
Total Expenditures		\$3,686,280	\$ 3,370,762	\$ 4,790,708	\$ 1,714,492	\$ 5,115,021



CITY OF BLUE RIDGE

GENERAL FUND - 100

BUDGET SUMMARY

2024

REVENUE PROJECTIONS

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>TAXES</u>						
100-31-0000-1101	AD VALOREM TAX - CURRENT	\$ 704,286	\$ 714,663	\$ 751,000	\$ 760,046	\$ 762,000
100-31-0000-1201	AD VALOREM TAX - PRIOR	48,773	18,112	9,500	1,280	9,500
100-31-0000-1310	AUTO TAG TAX	61,414	55,031	45,000	31,016	53,000
100-31-0000-1320	MOBILE HOME TAX	1,616	1,343	1,000	901	1,000
100-31-0000-1340	INTANGIBLE TAX	30,632	29,846	17,000	6,026	29,000
100-31-0000-1600	REAL ESTATE TRANSFER TAX	20,290	10,760	7,000	3,076	7,000
100-31-0000-1700	FRANCHISE TAX	148,555	149,730	125,000	87,725	150,000
100-31-0000-3100	SALES TAX	1,269,438	1,414,460	1,300,000	678,714	1,414,000
100-31-0000-4200	BEVERAGE TAX	439,390	433,388	415,000	196,793	430,000
100-31-0000-4300	LIQUOR POURING TAX	100,605	129,007	78,000	68,176	125,000
100-31-0000-6100	BUSINESS & OCCUPATION TAXES	138,645	137,218	110,000	125,875	138,000
100-31-0000-6200	INSURANCE PREM. TAX	112,136	101,937	100,000	-	100,000
100-31-0000-6300	FINANCIAL INSTITUTIONS TAXES	29,441	24,704	30,000	33,540	33,000
100-31-0000-9100	PENALTIES AND INTEREST	31,559	6,693	10,000	554	7,000
100-31-0000-9400	BUSINESS OCC TAX PENALTIES	1,739	3,025	1,000	50	1,000
Subtotal		\$ 3,138,517	\$ 3,229,919	\$ 2,999,500	\$ 1,993,771	\$ 3,259,500
<u>LICENSES & PERMITS</u>						
100-32-0000-1100	BEVERAGE LICENSE	\$ 44,895	\$ 53,200	\$ 40,000	\$ 39,925	\$ 50,000
100-32-0000-1130	LIQUOR LICENSE FEE	44,048	73,766	85,000	107,475	110,000
100-32-0000-1150	POURING PERMIT FEE	8,580	4,255	4,000	1,590	-
100-32-0000-1200	BUSINESS LICENSE	-	5,000	3,000	1,000	3,000
100-32-0000-2200	PERMITS/ZONING	7,412	12,489	6,000	6,821	8,000
100-32-0000-2900	VENDOR PERMIT/APPLICATION	7,750	17,758	14,000	13,401	14,000
100-32-0000-3100	BUILDING PERMITS	8,694	-	-	-	-
100-32-0000-3900	GRADING PERMIT	890	375	500	-	500
Subtotal		\$ 122,268	\$ 166,843	\$ 152,500	\$ 170,212	\$ 185,500
<u>INTERGOVERNMENTAL REVENUE</u>						
100-33-0000-1000	FEDERAL GOVERNMENT GRANTS	\$ 13,626	\$ 155,974	\$ -	\$ -	\$ -
100-33-0000-4000	STATE GOVERNMENT GRANTS	247,944	16,746	-	38,391	39,846
100-33-0000-8000	HOUSING AUTH LIEU OF TAX	-	5,288	3,000	-	5,300
Subtotal		\$ 261,570	\$ 178,008	\$ 3,000	\$ 38,391	\$ 45,146

CHARGES FOR SERVICES

100-34-0000-1000	ADMINISTRATIVE FEES	\$ 14,116	\$ 12,620	\$ 5,000	\$ 4,000	\$ 5,000
100-34-0000-1400	COPIES/USE OF FAX MACHINE	109	174	150	22	150
100-34-0000-2120	ACCIDENT REPORTS	820	940	1,000	525	1,000
100-34-0000-2900	POLICE OFFDUTY	-	-	-	-	3,000
100-34-0000-7210	GATE/ICE RINK SPLIT	4,200	-	-	6,213	6,000
100-34-0000-7900	PARK REVENUES	690	-	-	-	-
100-34-0000-7910	BALL PARK CONCESSIONS	6,220	200	-	-	-
100-34-0000-7903	DOWNTOWN PARKING	-	208,993	115,000	93,682	200,000
100-34-0000-7920	PARK/POOL CONCESSION	-	250	-	-	-
100-34-0000-9300	RETURNED CHECKS FEE	35	265	-	245	100
	Subtotal	\$ 26,190	\$ 223,443	\$ 121,150	\$ 104,687	\$ 215,250

FINES & FORFEITURES

100-35-0000-1170	FINES & FORFEITURES	\$ 154,362	\$ 194,338	\$ 200,000	\$ 132,323	\$ 225,000
	Subtotal	\$ 154,362	\$ 194,338	\$ 200,000	\$ 132,323	\$ 225,000

INVESTMENT INCOME

100-36-0000-1000	INTEREST INCOME	\$ 4,273	\$ 34,192	\$ 4,000	\$ 61,303	\$ 30,000
100-36-0000-1400	INTEREST REVENUE FROM RENT	-	4,321	-	-	-
	Subtotal	\$ 4,273	\$ 38,513	\$ 4,000	\$ 61,303	\$ 30,000

CONTRIBUTIONS & DONATIONS

100-37-0000-1000	CONTRIBUTIONS & DONATIONS	\$ 55,189	\$ -	\$ -	\$ 319	\$ -
	Subtotal	\$ 55,189	\$ -	\$ -	\$ 319	\$ -

MISCELLANEOUS REVENUE

100-38-0000-1000	CITY PROP RENTAL/LEASES	\$ 60,907	\$ 56,951	\$ 74,000	\$ 26,440	\$ 74,000
100-38-0000-3000	INS REIMBURSE FOR DAMAGED PROP	-	27,168	-	-	-
100-38-0000-6000	MISCELLANEOUS	1,812	4,645	1,500	1,345	2,000
100-38-0000-6200	COCA-COLA INCOMING MONEY	2,610	1,677	2,500	342	2,000
100-38-0000-9000	SALE OF SCRAP	280	-	1,000	-	1,000
100-38-0000-9008	REGISTRATION FEES	2,484	-	-	-	-
	Subtotal	\$ 68,093	\$ 90,441	\$ 79,000	\$ 28,127	\$ 79,000

OTHER FINANCING SOURCES

100-39-0000-1200	TRANSFER IN- ARPA	\$ 128,515	\$ 54	\$ -	\$ -	\$ -
100-39-0000-1275	TRANSFER IN- HOTEL MOTEL	-	-	-	-	275,625
100-39-0000-1300	USE OF FUND BALANCE	-	-	1,231,558	-	800,000
100-39-0000-2000	SALE OF CAPITAL ASSETS	7,225	-	-	8,521	-
100-39-0000-2300	TRANSFER IN - FROM SPEC. REVENUE	-	8,612	-	-	-
100-39-0000-3500	PROCEEDS FROM CAPITAL LEASES	121,180	5,886	-	-	-
	Subtotal	\$ 256,920	\$ 14,552	\$ 1,231,558	\$ 8,521	\$ 1,075,625

Total Available General Fund	\$ 4,087,382	\$ 4,136,057	\$ 4,790,708	\$ 2,537,655	\$ 5,115,021
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**CITY OF BLUE RIDGE
MAYOR & CITY COUNCIL
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

The Mayor and City Council is the community’s legislative body which acts as the decision-making entity that establishes policies and ordinances to meet the community’s needs on a proactive basis. The Mayor and City Council is committed to providing the best possible professional government and the delivery of quality service levels that reflect community priorities and maintain the quality of life for all residents.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 109,267	\$ 112,038	\$ 119,030	\$ 69,449	\$ 140,248
52	Purchased / Contractual Serv.	20,325	22,387	21,850	9,068	21,850
53	Supplies	1,533	2,863	1,000	280	1,000
57	Other Costs	700	-	30,000	-	33,000
Total operating expenses		\$ 131,825	\$ 137,288	\$ 171,880	\$ 78,797	\$ 196,098

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Mayor	1.0	1.0
	City Councilmembers	5.0	5.0
	Total	6.0	6.0

CITY OF BLUE RIDGE

MAYOR & CITY COUNCIL

2024

BUDGETARY ACCOUNT SUMMARY

1100

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-1100-1100	Salaries & Wages	\$ 39,884	\$ 38,812	\$ 38,400	\$ 19,200	\$ 38,400
100-51-1100-2100	Group Insurance	65,947	68,391	76,126	49,152	98,910
100-51-1100-2200	FICA Tax	2,140	2,261	2,938	1,083	2,938
100-51-1100-2700	Workers' Compensation	-	1,278	-	-	-
100-51-1100-2900	Other Employee Benefits	1,296	1,296	1,566	14	-
Subtotal		\$ 109,267	\$ 112,038	\$ 119,030	\$ 69,449	\$ 140,248
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-52-1100-1300	Technical Services	\$ 1,167	\$ 3,329	\$ 600	\$ 356	\$ 600
100-52-1100-3100	Insurance & Bonds	12,123	13,569	15,000	7,913	15,000
100-52-1100-3201	Telephone	503	332	250	170	250
100-52-1100-3500	Travel	2,337	4,311	4,000	-	4,000
100-52-1100-3700	Training Expense	4,195	725	2,000	630	2,000
100-52-1100-3900	Contracted Services	-	121	-	-	-
Subtotal		\$ 20,325	\$ 22,387	\$ 21,850	\$ 9,068	\$ 21,850
<u>SUPPLIES</u>						
100-53-1100-1100	Office Supplies & Expenses	\$ 1,533	\$ 2,863	\$ 1,000	\$ 280	\$ 1,000
Subtotal		\$ 1,533	\$ 2,863	\$ 1,000	\$ 280	\$ 1,000
<u>OTHER COSTS</u>						
100-57-1100-9000	Contingencies	\$ 700	\$ -	\$ 30,000	\$ -	\$ 33,000
100-57-1199-9010	Additions to Reserve	-	-	-	-	-
Subtotal		\$ 700	\$ -	\$ 30,000	\$ -	\$ 33,000
Total Mayor & City Council		\$ 131,825	\$ 137,288	\$ 171,880	\$ 78,797	\$ 196,098

**CITY OF BLUE RIDGE
CITY ADMINISTRATOR'S OFFICE
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

Maintain a City government structure that represents the needs of the community and provides quality services in an efficient, businesslike and professional manner. Responsible for the overall management of all functions and activities of the City's operations, preparation of annual budget and 5-year CIP document and ensures the proper implementation of policies and ordinances adopted by the City Council. This Department provides notice of all required meetings, record keeping, responds to public records requests, preparation of agendas and minutes and provides human resources functions.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ -	\$ -	\$ 126,081	\$ 65,384	\$ 141,486
52	Purchased / Contractual Serv.	-	-	78,100	40,632	78,100
53	Supplies	-	-	6,100	728	5,100
54	Capital Outlay	-	-	-	-	-
57	Other Costs	-	-	8,450	2,113	9,295
Total operating expenses		\$ -	\$ -	\$ 218,731	\$ 108,856	\$ 233,981

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	City Administrator	0.6	0.6 *
	City Clerk/Human Resources	1.0	1.0
	Total	1.6	1.6

* Split 20% with Planning & Zoning Department and 20% with Water & Sewer Fund

CITY OF BLUE RIDGE
CITY ADMINISTRATOR'S OFFICE

2024
BUDGETARY ACCOUNT SUMMARY
1320

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-1300-1100	Salaries & Wages	\$ -	\$ -	\$ 102,827	50,455	\$ 113,393
100-51-1300-2100	Group Insurance	-	-	9,696	8,017	10,404
100-51-1300-2200	FICA Tax	-	-	7,866	3,976	8,675
100-51-1300-2400	Retirement	-	-	4,906	2,731	8,368
100-51-1300-2700	Workers' Compensation	-	-	370	115	646
100-51-1500-2900	Other Employee Benefits	-	-	418	90	-
	Subtotal	\$ -	\$ -	\$ 126,081	\$ 65,384	\$ 141,486
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-52-1300-1201	Legal	-	\$ -	\$ 65,000	\$ 32,924	\$ 65,000
100-52-1300-1300	Engineering Services	\$ -	-	1,000	-	-
100-52-1300-1300	Technical Services	-	-	1,500	238	1,500
100-52-1300-3201	Telephone	-	-	1,000	-	1,000
100-52-1300-3202	Postage	-	-	100	44	100
100-52-1300-3300	Advertising	-	-	3,000	782	3,000
100-52-1300-3500	Travel	-	-	1,000	645	1,000
100-52-1300-3600	Professional Dues	-	-	2,000	4,447	3,000
100-52-1300-3700	Training Expense	-	-	2,000	1,552	2,000
100-52-1300-3904	Northwest Ga Reg Dev	-	-	1,500	-	1,500
	Subtotal	\$ -	\$ -	\$ 78,100	\$ 40,632	\$ 78,100
<u>SUPPLIES</u>						
100-53-1300-1100	Office Supplies & Expenses	\$ -	\$ -	\$ 3,500	56	\$ 2,500
100-53-1300-1101	Materials & Supplies	-	-	1,000	350	1,000
100-53-1500-1600	Small Equipment	-	-	1,000	-	1,000
100-53-1300-1701	Uniforms	-	-	600	322	600
	Subtotal	\$ -	\$ -	\$ 6,100	\$ 728	\$ 5,100
<u>OTHER COSTS</u>						
100-57-1300-2000	Payments to Others - Library	\$ -	\$ -	\$ 8,450	\$ 2,113	\$ 9,295
	Subtotal	\$ -	\$ -	\$ 8,450	\$ 2,113	\$ 9,295
	Total City Admin Office	\$ -	\$ -	\$ 218,731	\$ 108,856	\$ 233,981

**CITY OF BLUE RIDGE
ELECTIONS
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

To provide for an orderly municipal election process adhering to all election laws that is secure and easy to use.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 11,451	\$ -	\$ -	\$ -	-
52	Purchased / Contractual Serv.	7,655	-	13,000	3,071	1,000
53	Supplies	1,137	-	2,500	-	-
54	Capital Outlay	-	-	-	-	-
	Total operating expenses	\$ 20,243	\$ -	\$ 15,500	\$ 3,071	\$ 1,000

CITY OF BLUE RIDGE

ELECTIONS

2024

BUDGETARY ACCOUNT SUMMARY

1400

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-1400-1100	Salaries & Wages	\$ 10,920	\$ -	\$ -	\$ -	-
100-51-1400-2200	FICA Tax	531	-	-	-	-
	Subtotal	\$ 11,451	\$ -	\$ -	\$ -	-
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-52-1400-1201	Legal	\$ 5,422	\$ -	\$ -	\$ -	-
100-52-1400-1300	Technical Services		-	5,000	-	-
100-52-1400-3300	Advertising	2,233	-	500	154	-
100-52-1400-3500	Travel	-	-	-	2,062	-
100-52-1400-3500	Training Expense	-	-	-	855	1,000
100-52-1400-3900	Contract Labor	-	-	7,500	-	-
	Subtotal	\$ 7,655	\$ -	\$ 13,000	\$ 3,071	\$ 1,000
<u>SUPPLIES</u>						
100-53-1400-1101	Materials & Supplies	\$ 1,137	\$ -	\$ 2,500	\$ -	-
	Subtotal	\$ 1,137	\$ -	\$ 2,500	\$ -	-
<u>CAPITAL OUTLAY</u>						
100-54-1400-2200	Equipment		\$ -	\$ -	\$ -	-
	Subtotal	\$ -	\$ -	\$ -	\$ -	-
	Total Elections	\$ 20,243	\$ -	\$ 15,500	\$ 3,071	\$ 1,000

**CITY OF BLUE RIDGE
GENERAL ADMINISTRATION
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

To provide overall financial and support services to the organization which includes accounting, accounts payable, payroll, cash management, purchasing, financial planning and budgetary control.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 206,565	\$ 301,150	\$ 88,922	\$ 48,890	\$ 115,838
52	Purchased / Contractual Serv.	117,023	186,894	75,800	46,386	76,725
53	Supplies	41,092	44,627	36,800	9,229	36,200
54	Capital Outlay	27,925	-	-	-	-
57	Other Costs	8,450	8,450	-	-	-
58	Debt Service	-	1,326	-	-	-
Total operating expenses		\$ 401,055	\$ 542,447	\$ 201,522	\$ 104,505	\$ 228,763

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Finance Director	0.6	0.6 *
	Accounts Payable Clerk P/T	-	0.6 *
	Customer Service	0.5	0.5 **
	Total	1.1	1.7

* Split 40% with Water & Sewer Fund

** Split 50% with Water & Sewer Fund

CITY OF BLUE RIDGE

GENERAL ADMINISTRATION

2024

BUDGETARY ACCOUNT SUMMARY

1500

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-1500-1100	Salaries & Wages	\$ 239,524	\$ 185,885	\$ 60,841	\$ 31,214	\$ 81,631
100-51-1500-1700	Indirect Cost Allocations	(136,362)	-	-	-	-
100-51-1500-2100	Group Insurance	70,532	77,205	19,641	12,830	22,509
100-51-1500-2200	FICA Tax	17,418	13,883	4,654	2,821	6,245
100-51-1500-2400	Retirement	13,215	15,248	3,373	1,877	5,095
100-51-1500-2600	Unemployment	-	-	-	16	-
100-51-1500-2700	Workers' Compensation	525	6,041	126	87	269
100-51-1500-2900	Other Employee Benefits	1,713	2,889	287	45	90
Subtotal		\$ 206,565	\$ 301,150	\$ 88,922	\$ 48,890	\$ 115,838
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-52-1500-1120	Bank Charges	758	2,794	100	659	750
100-52-1500-1200	Audit	2,100	3,075	9,700	-	9,700
100-52-1500-1201	Legal	27,684	78,276	-	-	-
100-52-1500-1202	Engineering Services	-	638	-	-	-
100-52-1500-1202	Consulting	-	960	-	-	-
100-52-1500-1205	Legal - Lawsuits	-	1,653	-	-	-
100-52-1500-1300	Technical Services	1,896	5,057	-	212	500
100-52-1500-2110	Garbage Pickup	731	516	750	408	750
100-52-1500-2201	Maint. Buildings & Grounds	10,071	1,469	5,000	2,174	5,000
100-52-1500-2202	Maintenance Equipment	6,588	9,512	8,000	2,093	7,000
100-52-5100-2321	Leased Equipment	-	5,886	-	-	-
100-52-1500-2203	Maintenance Vehicles	42	-	500	-	500
100-52-1500-3100	Insurance & Bonds	4,374	4,801	5,000	2,215	5,000
100-52-1500-3201	Telephone & Internet	5,206	6,742	2,000	1,650	3,000
100-52-1500-3202	Postage	1,593	2,011	1,000	996	2,000
100-52-1500-3300	Advertising	2,538	2,823	750	-	750
100-52-1500-3500	Travel	1,841	1,621	1,000	559	1,000
100-52-1500-3600	Professional Dues	2,622	1,644	1,000	1,275	1,275
100-52-1500-3700	Training Expense	4,057	5,732	1,500	1,010	1,500
100-52-1500-3900	Contracted Services	36,194	43,841	38,000	33,135	38,000
100-52-1500-3902	Lawn Maintenance Contract	7,267	6,600	-	-	-
100-52-1500-3904	Northwest Ga Reg Dev	1,461	1,244	1,500	-	-
Subtotal		\$ 117,023	\$ 186,894	\$ 75,800	\$ 46,386	\$ 76,725
<u>SUPPLIES</u>						
100-53-1500-1100	Office Supplies & Expenses	\$ 5,105	\$ 10,596	\$ 4,500	\$ 2,019	\$ 4,500
100-53-1500-1101	Materials & Supplies	1,331	3,854	1,500	301	1,500
100-53-1500-1102	Cleaning & Paper Supplies	848	1,041	1,400	273	1,000
100-53-1500-1210	Water/Sewage	1,115	1,129	1,500	550	1,200
100-53-1500-1230	Electricity	8,232	12,471	13,000	5,021	13,000
100-53-1500-1270	Gasoline	-	89	500	-	500
100-53-1500-1600	Small Equipment	9,287	8,468	5,000	-	5,000
100-53-1500-1700	Miscellaneous	2,972	1,334	500	360	500
100-53-1500-1701	Uniforms	397	2,460	400	383	500
100-53-1500-2201	Maint Buildings & Grounds	11,504	3,183	7,500	322	7,500
100-53-1500-2202	Maintenance Equipment	15	-	1,000	-	1,000
100-53-1500-2203	Maintenance Vehicles	286	-	-	-	-
Subtotal		\$ 41,092	\$ 44,627	\$ 36,800	\$ 9,229	\$ 36,200
<u>CAPITAL OUTLAY</u>						
100-54-1500-2100	Equipment	\$ 27,925	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 27,925	\$ -	\$ -	\$ -	\$ -
<u>OTHER COSTS</u>						
100-57-1500-2000	Payments to Others - Library	\$ 8,450	\$ 8,450	\$ -	\$ -	\$ -
Subtotal		\$ 8,450	\$ 8,450	\$ -	\$ -	\$ -
<u>DEBT SERVICE</u>						
100-58-1500-1200	Debt Service -Capital Lease	\$ -	\$ 1,296	\$ -	\$ -	\$ -
100-58-1500-2200	Interest on Leases	-	30	-	-	-
Subtotal		\$ -	\$ 1,326	\$ -	\$ -	\$ -
Total General Administration		\$ 401,055	\$ 542,447	\$ 201,522	\$ 104,505	\$ 228,763

**CITY OF BLUE RIDGE
MUNICIPAL COURT
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

Municipal Court has jurisdiction over alleged infractions of the City code. These non-criminal violations are punishable by forfeiture set by the State or City Council. Such infractions include traffic and other non-criminal code violations. The mission of the Municipal Court department is to provide high quality customer service in an efficient, professional, and fair manner; and in doing so, maintain the public's respect, confidence and satisfaction.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 84,094	\$ 88,332	\$ 99,677	\$ 53,665	\$ 110,462
52	Purchased / Contractual Serv.	22,720	25,052	23,200	14,981	29,700
53	Supplies	1,316	696	1,700	542	1,300
57	Other Costs	30,867	48,031	45,000	26,102	48,000
Total operating expenses		\$ 138,997	\$ 162,111	\$ 169,577	\$ 95,289	\$ 189,462

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Court Clerk	1.0	1.0
	Total	1.0	1.0

CITY OF BLUE RIDGE

MUNICIPAL COURT

2024

BUDGETARY ACCOUNT SUMMARY

2650

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-2650-1100	Salaries & Wages	\$ 56,436	\$ 57,270	\$ 63,608	\$ 31,837	\$ 68,529
100-51-2650-1300	Overtime	-	-	-	1,122	-
100-51-2650-2100	Group Insurance	19,645	20,923	27,646	16,472	31,153
100-51-2650-2200	FICA Tax	4,237	4,184	4,866	2,409	5,242
100-51-2650-2400	Retirement	3,304	3,812	3,066	1,707	5,057
100-51-2650-2700	Workers' Compensation	132	1,877	229	73	391
100-51-2650-2900	Other Employee Benefits	341	267	261	45	90
Subtotal		\$ 84,094	\$ 88,332	\$ 99,677	\$ 53,665	\$ 110,462
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-52-2650-1100	City Judge	\$ 3,600	\$ 3,300	\$ 3,600	\$ 2,700	\$ 5,400
100-52-2650-1120	Soliciter	2,400	2,400	2,400	1,950	3,900
100-52-2650-1300	Technical Services	195	104	150	245	350
100-52-2650-2202	Maintenance Equipment	16,486	19,052	16,000	9,786	19,000
100-52-2650-3202	Postage	8	-	-	-	-
100-52-2650-3500	Travel	-	-	500	-	500
100-52-2650-3600	Professional Dues	31	18	300	100	300
100-52-2650-3700	Training Expense	-	-	250	200	250
100-52-2650-3900	Contracted Expense	-	178	-	-	-
Subtotal		\$ 22,720	\$ 25,052	\$ 23,200	\$ 14,981	\$ 29,700
<u>SUPPLIES</u>						
100-53-2650-1100	Office Supplies & Expenses	\$ 912	\$ 202	\$ 1,500	\$ 243	\$ 1,000
100-53-2650-1600	Small Equipment	225	385	-	-	-
100-53-2650-1701	Uniforms	179	110	200	299	300
Subtotal		\$ 1,316	\$ 696	\$ 1,700	\$ 542	\$ 1,300
<u>OTHER COSTS</u>						
100-57-2650-2000	Payments to Other Agencies	\$ 30,867	\$ 48,031	\$ 45,000	\$ 26,102	\$ 48,000
Subtotal		\$ 30,867	\$ 48,031	\$ 45,000	\$ 26,102	\$ 48,000
Total Executive		\$ 138,997	\$ 162,111	\$ 169,577	\$ 95,289	\$ 189,462

**CITY OF BLUE RIDGE
POLICE DEPARTMENT
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

The Police Department strives to promote impartial and professional law enforcement services in an efficient and effective manner. The Department provides services which contribute to the preservation of life, the protection of property, and the general safety of the community. The Department works cooperatively with members of the community to ensure the safety and protection of those who reside, work and visit Blue Ridge.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 799,919	\$ 914,437	\$ 1,040,351	\$ 519,251	\$ 1,127,548
52	Purchased / Contractual Serv.	113,769	113,735	140,000	66,213	140,000
53	Supplies	60,109	101,820	99,750	64,040	99,750
54	Capital Outlay	113,785	173,200	84,000	-	-
57	Debt Service	25,435	19,728	19,627	11,936	19,693
	Total operating expenses	\$ 1,113,017	\$ 1,322,920	\$ 1,383,728	\$ 661,439	\$ 1,386,991

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Police Chief	1.0	1.0
	Assistant Chief	1.0	1.0
	Lieutenant	1.0	1.0
	Sergeant	2.0	2.0
	Police Officer	6.0	6.0
	Police Officer P/T	7.0	7.0
	Total	18.0	18.0

POLICE

2024

BUDGETARY ACCOUNT SUMMARY
3200

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
PERSONAL SERVICES & EMPLOYEE BENEFITS						
100-51-3200-1100	Salaries & Wages	\$ 580,374	\$ 630,901	\$ 704,373	\$ 327,382	\$ 739,111
100-51-3200-1300	Overtime	-	-	31,000	15,773	31,000
100-51-3200-2100	Group Insurance	105,400	172,212	174,660	106,047	211,580
100-51-3200-2200	FICA Tax	42,720	47,270	53,885	25,904	56,542
100-51-3200-2400	Retirement	33,038	38,119	33,726	25,600	49,677
100-51-3200-2700	Workers' Compensation	33,229	20,706	33,907	16,504	35,637
100-51-3200-2900	Other Employee Benefits	5,159	5,229	8,800	2,040	4,000
	Subtotal	\$ 799,919	\$ 914,437	\$ 1,040,351	\$ 519,251	\$ 1,127,548
PURCHASED / CONTRACTUAL SERVICES						
100-52-3200-1200	Audit	1,600	2,639	-	-	-
100-52-3200-1201	Legal	-	4,391	-	-	-
100-52-3200-1300	Technical Services	2,373	219	2,000	1,608	2,000
100-52-32002110	Garbage Pickup	692	469	500	318	500
100-52-3200-2201	Maint. Buildings & Grounds	831	885	3,000	1,673	3,000
100-52-3200-2202	Maintenance Equipment	2,401	546	5,000	915	5,000
100-52-3200-2203	Maintenance Vehicles	6,016	2,851	5,000	4,969	5,000
100-52-3200-3100	Insurance & Bonds	34,925	42,580	38,000	21,210	38,000
100-52-3200-3201	Telephone & Internet	10,308	9,943	10,000	5,368	10,000
100-52-3200-3202	Postage	92	498	200	130	200
100-52-3200-3300	Advertising	-	140	500	-	500
100-52-3200-3500	Travel	377	925	3,000	945	3,000
100-52-3200-3600	Professional Dues	440	561	500	112	500
100-52-3200-3700	Training Expense	-	435	1,000	495	1,000
100-52-3200-3850	Contract Labor - SRO Officer	53,713	44,520	62,000	22,225	62,000
100-52-3200-3900	Contracted Services	-	2,102	2,000	2,380	2,000
100-52-3200-3902	Jail Expense	-	-	7,000	3,725	7,000
100-52-3200-3904	Drug Test/Blood Tests	-	30	300	140	300
	Subtotal	\$ 113,769	\$ 113,735	\$ 140,000	\$ 66,213	\$ 140,000
SUPPLIES						
100-53-3200-1100	Office Supplies & Expenses	\$ 1,115	\$ 603	\$ 1,500	\$ 265	1,500
100-53-3200-1101	Materials & Supplies	1,357	6,877	3,000	6,594	6,000
100-53-3200-1102	Cleaning & Paper Supplies	445	265	1,000	98	1,000
100-53-3200-1210	Water/Sewage	1,311	1,465	1,500	667	1,500
100-53-3200-1220	Propane Gas	3,435	2,805	3,000	2,003	3,000
100-53-3200-1230	Electricity	2,412	2,955	3,000	975	3,000
100-53-3200-1270	Gasoline	23,318	40,941	44,000	14,350	41,000
100-53-3200-1600	Small Equipment	7,633	29,103	21,000	31,216	21,000
100-53-32001700	Miscellaneous	356	1,077	150	-	150
100-53-3200-1701	Uniforms	5,229	6,334	6,600	3,040	6,600
100-53-3200-2201	Maint Buildings & Grounds	-	1,570	3,000	1,571	3,000
100-53-3200-2202	Maintenance Equipment	3,217	669	2,000	200	2,000
100-53-3200-2203	Maintenance Vehicles	10,281	7,153	10,000	3,060	10,000
	Subtotal	\$ 60,109	\$ 101,820	\$ 99,750	\$ 64,040	\$ 99,750
CAPITAL OUTLAY						
100-54-3200-2100	Equipment	81,317	\$ -	\$ -	\$ -	\$ -
100-54-3200-2200	Vehicles	32,468	\$ 173,200	\$ 84,000	\$ -	\$ -
	Subtotal	\$ 113,785	\$ 173,200	\$ 84,000	\$ -	\$ -
DEBT SERVICE						
100-53-3200-1000	Debt Service -Capital Lease	\$ 25,435	\$ 19,728	\$ 19,627	11,936	\$ 19,693
	Subtotal	\$ 25,435	\$ 19,728	\$ 19,627	\$ 11,936	\$ 19,693
	Total Police	\$ 1,113,017	\$ 1,322,920	\$ 1,383,728	\$ 661,439	\$ 1,386,991

**CITY OF BLUE RIDGE
FIRE SERVICES
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

The City contracts with the Fannin County Board of Commissioners for services provided by the Fannin County Rescue and Fire Department.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ -	\$ -	\$ -	\$ -	\$ -
52	Purchased / Contractual Serv.	17,070	19,368	26,000	10,180	23,800
53	Supplies	946	4,771	1,000	2,941	1,000
	Total operating expenses	\$ 18,016	\$ 24,139	\$ 27,000	\$ 13,121	\$ 24,800

CITY OF BLUE RIDGE

FIRE SERVICES

2024

BUDGETARY ACCOUNT SUMMARY

3520

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
	<u>PURCHASED / CONTRACTUAL SERVICES</u>					
100-52-3520-2202	Maintenance Equipment	\$ 718	\$ -	\$ -	\$ 566	\$ 600
100-52-3520-3100	Insurance & Bonds	1,142	1,138	-	594	1,200
100-52-3520-3390	Contracted Services	15,210	18,230	26,000	9,020	22,000
	Subtotal	\$ 17,070	\$ 19,368	\$ 26,000	\$ 10,180	\$ 23,800
	<u>SUPPLIES</u>					
100-53-3520-1210	Water/Sewerage	\$ 946	\$ 4,435	\$ 1,000	\$ 2,941	\$ 1,000
100-53-3520-2201	Maint Building & Grounds	-	336	-	-	-
	Subtotal	\$ 946	\$ 4,771	\$ 1,000	\$ 2,941	\$ 1,000
	Fire Services	\$ 18,016	\$ 24,139	\$ 27,000	\$ 13,121	\$ 24,800

**CITY OF BLUE RIDGE
PUBLIC WORKS DEPARTMENT
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

The Department of Public Works is responsible for providing residents with a wide array of services that includes; street and sidewalk maintenance, ROW maintenance, stormwater and drainage, street light maintenance; planning, design, and construction management of capital and annual infrastructure improvements and ensuring all regulatory requirements are met.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 179,862	\$ 219,208	\$ 263,768	\$ 131,164	\$ 293,132
52	Purchased / Contractual Serv.	474,807	135,174	92,550	63,721	135,230
53	Supplies	221,493	219,014	161,750	122,139	164,450
54	Capital Outlay	128,980	13,863	771,466	75,130	1,634,370
55	Interfund Charges	8,996	-	-	-	-
57	Other Costs	220,979				
58	Debt Service	23,701	21,671	21,711	-	21,711
	Total operating expenses	\$ 1,258,817	\$ 608,930	\$ 1,311,245	\$ 392,154	\$ 2,248,893

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Project Manager/GIS Coord P/T	0.7	0.3 *
	Street Division Supv	1.0	1.0
	Street Crew	3.0	3.0
	Total	4.7	4.3

* Split 50% with Water & Sewer Fund

CITY OF BLUE RIDGE
PUBLIC WORKS

2024
BUDGETARY ACCOUNT SUMMARY
4200

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-4200-1100	Salaries & Wages	\$ 136,150	\$ 147,164	\$ 170,562	\$ 85,204	\$ 204,681
100-51-4200-1700	Indirect Cost Allocation	(38,567)	-	-	-	-
100-51-4200-1300	Overtime	-	-	7,000	2,204	6,000
100-51-4200-2100	Group Insurance	48,008	40,065	43,700	25,294	31,216
100-51-4200-2200	FICA Tax	9,752	10,855	13,583	6,600	16,194
100-51-4200-2400	Retirement	13,215	15,248	11,344	6,315	15,105
100-51-4200-2700	Workers' Compensation	10,239	4,817	16,613	5,367	19,936
100-51-4200-2900	Other Employee Benefits	1,065	1,060	966	180	-
	Subtotal	\$ 179,862	\$ 219,208	\$ 263,768	\$ 131,164	\$ 293,132
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-52-4200-1200	Audit	15,615	2,050	-	-	-
100-52-4200-1201	Legal	490	-	-	-	-
100-52-4200-1300	Engineering Services	27,487	35,450	26,000	5,788	20,000
100-52-4200-1300	Technical Services	607	4,706	700	1,155	3,000
100-52-4200-2110	Garbage Pickup	3,426	5,104	3,500	2,593	3,500
100-52-4200-2201	Maint. Buildings & Grounds	882	14,403	1,500	7,646	5,000
100-52-4200-2202	Maintenance Equipment	16,221	1,522	5,000	-	1,000
100-52-4200-2203	Maintenance Vehicles	6,954	6,061	1,000	113	1,000
100-52-4220-2320	Vehicle/Equipment Lease	1,173	396	4,500	368	1,500
100-52-4200-3100	Insurance & Bonds	5,526	7,400	8,500	3,100	8,500
100-52-4200-3201	Telephone & Internet	2,665	1,898	1,600	468	1,600
100-52-4200-3202	Postage	-	391	-	-	-
100-52-4200-3300	Advertising	672	125	750	-	750
100-52-4200-3500	Travel	1,368	935	2,750	1,261	2,750
100-52-4200-3600	Professional Dues	353	-	-	531	530
100-52-4200-3700	Training Expense	2,256	1,980	1,750	435	1,750
100-52-4200-3900	Contracted Services	370,946	36,253	25,000	35,089	35,000
100-52-4200-3901	Downtown Holiday Lights	-	-	-	-	39,000
100-52-4200-3902	Lawn Maintenance Contract	18,167	16,500	10,000	5,175	10,350
	Subtotal	\$ 474,807	\$ 135,174	\$ 92,550	\$ 63,721	\$ 135,230
<u>SUPPLIES</u>						
100-53-4200-1100	Office Supplies & Expenses	\$ 1,175	\$ 717	1,250	\$ 591	1,250
100-53-4200-1101	Materials & Supplies	75,190	47,927	42,000	24,299	42,000
100-53-4200-1102	Cleaning & Paper Supplies	2,652	1,179	500	1,261	500
100-53-4200-1120	Materials & Supplies - Asphalt/Coi	1,074	3,495	4,500	8,865	4,500
100-53-4200-1121	Materials & Supplies - Stone	6,284	12,897	-	575	-
100-53-4200-1122	Materials & Supplies - Signs	28,986	33,675	12,000	28,926	12,000
100-53-4200-1210	Water/Sewage	8,093	6,288	8,000	1,776	6,000
100-53-4200-1220	Propane Gas	1,480	1,694	2,000	-	2,000
100-53-4200-1230	Electricity	45,056	59,264	50,000	23,350	50,000
100-53-4200-1270	Gasoline	9,338	12,840	9,000	3,315	7,000
100-53-4200-1600	Small Equipment	12,341	7,214	15,000	4,316	15,000
100-53-4200-1700	Miscellaneous	26	-	500	-	500
100-53-4200-1701	Uniforms	1,685	2,670	1,500	3,448	2,700
100-53-4200-2201	Maint Buildings & Grounds	723	8,476	2,500	4,391	3,000
100-53-4200-2202	Maintenance Equipment	12,924	14,466	8,000	13,901	13,000
100-53-4200-2203	Maintenance Vehicles	14,464	6,211	5,000	3,127	5,000
	Subtotal	\$ 221,493	\$ 219,014	\$ 161,750	\$ 122,139	\$ 164,450
<u>CAPITAL OUTLAY</u>						
100-54-4200-1200	Site Improvements	\$ -	\$ -	\$ -	\$ 8,000	\$ -
100-54-4200-1400	Capital Outlay - Infrastructure	-	-	754,466	54,135	1,384,370
100-54-4200-2500	Capital Outlay - Other	7,800	-	-	-	-
100-54-4200-2100	Equipment	121,180	13,863	17,000	12,995	250,000
	Subtotal	\$ 128,980	\$ 13,863	\$ 771,466	\$ 75,130	\$ 1,634,370
<u>INTERFUND CHARGES</u>						
100-55-4200-1505	Cost Allocation - Mapping	\$ 8,996	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 8,996	\$ -	\$ -	\$ -	\$ -
<u>Other Costs</u>						
100-57-4200-2000	Donations	\$ 220,979	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 220,979	\$ -	\$ -	\$ -	\$ -
<u>DEBT SERVICE</u>						
100-58-4200-1000	Debt Service -Capital Lease	\$ 23,701	\$ 21,671	\$ 21,711	\$ -	\$ 21,711
	Subtotal	\$ 23,701	\$ 21,671	\$ 21,711	\$ -	\$ 21,711
	Total Public Works	\$ 1,258,817	\$ 608,930	\$ 1,311,245	\$ 392,154	\$ 2,248,893

**CITY OF BLUE RIDGE
PARKS/DOWNTOWN
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

Parks is a division of the Public Works Department and is responsible for maintaining the parks areas, City facilities, Farmers Market, City Hall and Downtown areas of the City.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 170,532	\$ 194,288	\$ 271,456	\$ 136,486	\$ 293,851
52	Purchased / Contractual Serv.	63,835	57,613	25,800	18,234	29,200
53	Supplies	92,138	90,108	92,595	42,918	115,495
54	Capital Outlay	91,822	43,217	800,000	-	60,000
58	Debt Service	3,769	3,769	3,870	3,769	3,804
Total operating expenses		\$ 422,096	\$ 388,995	\$ 1,193,721	\$ 201,407	\$ 502,350

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Maintenance Worker	3.0	3.0
	Parks/Downtown Division Leader	1.0	1.0
	Total	4.0	4.0

CITY OF BLUE RIDGE

PARKS AREAS

2024

BUDGETARY ACCOUNT SUMMARY

6220

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-6220-1100	Salaries & Wages	\$ 128,841	\$ 134,751	\$ 170,330	\$ 79,860	\$ 180,695
100-51-6220-1300	Overtime	-	-	9,000	3,632	9,000
100-51-6220-2100	Group Insurance	23,639	36,716	62,430	38,205	72,370
100-51-6220-2200	FICA Tax	10,028	10,198	13,719	6,092	14,512
100-51-6220-2400	Retirement	6,608	7,624	12,264	6,827	13,335
100-51-6220-2700	Workers' Compensation	790	4,415	3,713	1,690	3,939
100-51-6220-2900	Other Employee Benefits	627	585	-	180	360
Subtotal		\$ 170,532	\$ 194,288	\$ 271,456	\$ 136,486	\$ 293,851
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-516124-1120	Bank Charges	121	-	-	-	-
100-52-6220-1200	Audit	1,600	2,050	-	-	-
100-52-6220-1201	Legal	35	-	-	-	-
100-52-6220-1300	Technical Services	455	97	300	1,301	300
100-52-6220-2110	Garbage Pickup	2,988	7,553	2,500	3,888	2,500
100-52-6220-2201	Maint. Buildings & Grounds	12,053	12,994	10,000	1,724	10,000
100-52-6220-2202	Maintenance Equipment	6,318	2,505	2,000	850	2,000
100-52-6220-2203	Maintenance Vehicles	-	-	-	-	-
100-52-6220-2320	Vehicle/Equipment Rental	1,400	2,785	2,500	825	2,500
100-52-6220-3100	Insurance & Bonds	3,357	2,823	2,500	2,402	2,500
100-52-6220-3201	Telephone & Internet	4,012	3,739	2,000	2,316	2,400
100-52-6220-3300	Advertising	-	1,036	-	280	-
100-52-6220-3500	Travel	-	-	500	-	500
100-52-6220-3700	Training Expense	-	-	1,500	20	1,500
100-52-6220-3900	Contracted Services	8,243	913	2,000	4,628	5,000
100-52-6220-3902	Lawn Maintenance Contract	23,253	21,120	-	-	-
Subtotal		\$ 63,835	\$ 57,613	\$ 25,800	\$ 18,234	\$ 29,200
<u>SUPPLIES</u>						
100-53-6220-1100	Office Supplies & Expenses	\$ 478	\$ 796	\$ 500	\$ 433	\$ 500
100-53-6220-1101	Materials & Supplies	5,036	16,701	22,000	4,551	22,000
100-53-6220-1102	Cleaning & Paper Supplies	9,529	6,227	17,000	5,323	17,000
100-53-6220-1122	Materials & Supplies -Landscapin	-	-	10,000	-	30,000
100-53-6220-1210	Water/Sewage	7,772	6,098	2,000	1,932	2,000
100-53-6220-1220	Propane	-	763	-	1,371	1,400
100-53-6220-1230	Electricity	15,154	14,785	2,000	3,635	7,000
100-53-6220-1270	Gasoline	3,167	6,870	7,500	1,755	4,000
100-53-6124-1501	Ballfield Concessions	261	-	-	-	-
100-53-6220-1503	Pool & Ballfield Concession	9,331	333	-	-	-
100-53-6220-1600	Small Equipment	13,116	11,383	10,000	8,472	10,000
100-53-6220-1701	Uniforms	812	2,338	2,595	1,511	2,595
100-53-6220-2201	Maint Buildings & Grounds	22,756	17,910	12,000	9,146	12,000
100-53-6220-2202	Maintenance Equipment	3,208	4,688	6,000	1,893	6,000
100-53-6220-2203	Maintenance Vehicles	1,516	1,216	1,000	2,897	1,000
Subtotal		\$ 92,138	\$ 90,108	\$ 92,595	\$ 42,918	\$ 115,495
<u>CAPITAL OUTLAY</u>						
100-54-6220-1300	Buildings	\$ -	\$ 21,539	\$ -	\$ -	\$ 10,000
100-54-6220-2100	Equipment	16,400	21,678	-	-	-
100-54-7540-1402	Infrastructure - Downtown Bathrooms	-	-	800,000	-	-
	Infrastructure - Downtown Park Gazebo	-	-	-	-	50,000
100-54-6220-1300	Site Improvements	75,422	-	-	-	-
Subtotal		\$ 91,822	\$ 43,217	\$ 800,000	\$ -	\$ 60,000
<u>DEBT SERVICE</u>						
100-58-6220-1000	Debt Service -Capital Lease	\$ 3,769	\$ 3,769	\$ 3,870	\$ 3,769	\$ 3,804
Subtotal		\$ 3,769	\$ 3,769	\$ 3,870	\$ 3,769	\$ 3,804
Total Parks		\$ 422,096	\$ 388,995	\$ 1,193,721	\$ 201,407	\$ 502,350

**CITY OF BLUE RIDGE
PLANNING AND ZONING DEPARTMENT
FISCAL YEAR 2024**

DEPARTMENT DESCRIPTION

This Department strives to provide efficient and professional “one-stop” customer service at a centralized location. This includes Planning, Zoning, Development Review, Code Compliance, Business Licenses, Tax Collections and Alcoholic Beverage Licenses. Building Inspections are performed by the County.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 84,262	\$ 69,128	\$ 68,056	\$ 37,265	\$ 76,034
52	Purchased / Contractual Serv.	10,782	37,220	27,050	17,652	23,850
53	Supplies	1,381	3,424	2,700	935	2,800
	Total operating expenses	\$ 96,425	\$ 109,772	\$ 97,806	\$ 55,852	\$ 102,684

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	City Administrator	0.2	0.2 *
	Taxes and Licensing Clerk	1.0	1.0
	Total	1.2	1.2

* Split 60% with City Administrator Department and 20% with Water & Sewer Fund

CITY OF BLUE RIDGE

PLANNING & ZONING

2024 BUDGETARY ACCOUNT SUMMARY 7400

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
100-51-7400-1100	Salaries & Wages	\$ 55,589	\$ 46,903	\$ 58,386	\$ 31,060	\$ 63,834
100-51-7400-1300	Overtime	-	-	1,000	1,277	1,500
100-51-7400-2100	Group Insurance	19,633	13,046	-	346	641
100-51-7400-2200	FICA Tax	3,949	3,568	4,467	2,417	4,883
100-51-7400-2400	Retirement	3,304	3,812	3,679	2,048	4,711
100-51-7400-2700	Workers' Compensation	1,426	1,569	210	71	364
100-51-7400-2900	Other Employee Benefits	361	231	313	45	100
Subtotal		\$ 84,262	\$ 69,128	\$ 68,056	\$ 37,265	\$ 76,034
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
100-52-7400-1201	Legal	\$ 2,767	\$ -	\$ -	\$ -	\$ -
100-52-7400-1202	Engineering Services	-	1,085	2,500	-	2,500
100-52-7400-1300	Technical Services	286	4,248	1,000	104	1,000
100-52-7400-3201	Telephone & Internet	503	332	250	170	250
100-52-7400-3202	Postage	39	55	1,000	256	1,000
100-52-7400-3300	Advertising	338	232	1,500	361	1,500
100-52-7400-3500	Travel	1,163	813	1,000	-	1,000
100-52-7400-3600	Professional Dues	-	50	50	322	350
100-52-7400-3700	Training Expense	485	525	750	200	750
100-52-7400-3900	Contracted Services	5,200	29,879	15,000	16,194	15,000
100-52-7400-3907	Background Reports	-	-	4,000	46	500
Subtotal		\$ 10,782	\$ 37,220	\$ 27,050	\$ 17,652	\$ 23,850
<u>SUPPLIES</u>						
100-53-7400-1100	Office Supplies & Expenses	\$ 957	\$ 741	\$ 1,500	\$ 666	\$ 1,500
100-53-7400-1270	Gasoline	224	238	-	75	100
100-53-7400-1600	Small Equipment	-	2,403	1,000	-	1,000
100-53-7400-1701	Uniforms	200	42	200	194	200
Subtotal		\$ 1,381	\$ 3,424	\$ 2,700	\$ 935	\$ 2,800
Total Planning and Zoning		\$ 96,425	\$ 109,772	\$ 97,806	\$ 55,852	\$ 102,684

**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



CONFISCATED ASSET FUND

CITY OF BLUE RIDGE

CONFISCATED ASSETS FUND 210

CATEGORY SUMMARY 2024

FUND DESCRIPTION

The Confiscated Assets Fund is a special revenue fund used to account for the proceeds of specific revenue sources that are legally restricted to expenditures from the sale of confiscated assets. This fund enhances special projects within the Police Department. This cost center is funded solely through property and asset forfeitures.

REVENUE PROJECTIONS

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
31	Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
32	Licenses and Permits	-	-	-	-	-
33	Intergovernmental Revenues	-	-	-	-	-
34	Charges for Service	-	-	-	-	-
35	Fine and Forfeitures	-	1,500	1,500	-	1,500
36	Investment Income	-	-	-	-	-
37	Contributions and Donations	-	-	-	-	-
38	Miscellaneous Revenues	-	-	-	-	-
39	Other Financing Sources	-	-	-	-	-
Total Revenues		\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500

EXPENDITURES

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2019	AMENDED BUDGET 2022	AMENDED BUDGET 2023	ACTUAL JULY 31 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Services & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
52	Purchased /Contractual Services	227	-	150	-	150
53	Supplies	-	-	1,350	-	1,350
54	Capital Outlay	-	-	-	-	-
57	Other Costs	1,251	-	-	-	-
58	Debt Service	-	-	-	-	-
61	Transfers Out	-	-	-	-	-
Total Expenditures		\$ 1,478	\$ -	\$ 1,500	\$ -	\$ 1,500

CITY OF BLUE RIDGE

CONFISCATED ASSETS FUND - 210

BUDGET SUMMARY

2024

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenues:						
<u>FINES & FORFEITURES</u>						
210-35-0000-1300	Confiscations	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
	Subtotal	\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
Total Revenues		\$ -	\$ 1,500	\$ 1,500	\$ -	\$ 1,500
Expenditures:						
3200	Police					
<u>PURCHASED / CONTRACTUAL SERVICE:</u>						
210-52-3200-1201	Legal	\$ 101	\$ -	\$ -	\$ -	\$ -
210-52-3200-3600	District Attorney Fees	126	150	150	-	150
	Subtotal	\$ 227	\$ 150	\$ 150	\$ -	\$ 150
<u>SUPPLIES</u>						
210-53-3200-1600	Small Equipment	\$ -	\$ 1,350	\$ 1,350	\$ -	\$ 1,350
	Subtotal	\$ -	\$ 1,350	\$ 1,350	\$ -	\$ 1,350
<u>Other Costs</u>						
210-57-3200-5000	Loss on Disposition Capital Asset	1,251				
	Subtotal	\$ 1,251	\$ -	\$ -	\$ -	\$ -
Total Expenditures		\$ 1,478	\$ 1,500	\$ 1,500	\$ -	\$ 1,500

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**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



**SPECIAL REVENUE FUND
ARPA**

CITY OF BLUE RIDGE

SPECIAL REVENUE FUND - ARPA - 230

CATEGORY SUMMARY 2024

FUND DESCRIPTION

The ARPA Fund is a special revenue fund used to account for the revenues and expenditures associated with the American Rescue Plan Act of 2021 (ARPA) which established the Coronavirus State and Local Fiscal Recovery Fund. ARPA provides funding for many programs and services nationwide, including assistance to small businesses; state and local governments; and school districts.

REVENUE PROJECTIONS

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
31	Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
32	Licenses and Permits	-	-	-	-	-
33	Intergovernmental Revenues	128,515	8,612	-	-	-
34	Charges for Service	-	-	-	-	-
35	Fine and Forfeitures	-	-	-	-	-
36	Investment Income	-	54	-	549	-
37	Contributions and Donations	-	-	-	-	-
38	Miscellaneous Revenues	-	-	-	-	-
39	Other Financing Sources	-	(8,612)	300,000	-	-
Total Revenues		\$ 128,515	\$ 54	\$ 300,000	\$ 549	\$ -

EXPENDITURES

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Services & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
52	Purchased /Contractual Services	-	-	-	-	-
53	Supplies	-	-	-	-	-
54	Capital Outlay	-	-	-	-	-
57	Other Costs	-	-	-	-	-
58	Debt Service	-	-	-	-	-
61	Transfers Out	128,515	54	300,000	-	-
Total Expenditures		\$ 128,515	\$ 54	\$ 300,000	\$ -	\$ -

CITY OF BLUE RIDGE

SPECIAL REVENUE FUND - ARPA - 230

BUDGET SUMMARY

2024

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenues:						
<u>INTERGOVERNMENTAL REVENUE</u>						
230-33-0000-2100	ARP Act of 2021 Recovery Funds	\$ 128,515	\$ 8,612	\$ -	\$ -	-
	Subtotal	\$ 128,515	\$ 8,612	\$ -	\$ -	-
<u>INTEREST INCOME</u>						
230-36-0000-1000	Interest Income	\$ -	\$ 54	\$ -	\$ 549	-
	Subtotal	\$ -	\$ 54	\$ -	\$ 549	-
<u>OTHER FINANCING SOURCES</u>						
230-39-0000-5000	Use of Fund Balance	\$ -	\$ -	\$ 300,000	\$ -	-
230-39-0000-1200	Tranfer In from General Fund	-	(8,612)			
	Subtotal	\$ -	\$ (8,612)	\$ 300,000	\$ -	-
	Total Revenues	\$ 128,515	\$ 54	\$ 300,000	\$ 549	-
Expenditures:						
<u>TRANSFERS OUT</u>						
320-61-0000-1500	Transfer Out - General Fund	\$ 128,515	\$ 54	\$ -	\$ -	-
320-61-4440-5050	Transfer Out - Water & Sewer Fund	-	-	300,000	-	-
	Subtotal	\$ 128,515	\$ 54	\$ 300,000	\$ -	-
	Total Expenditures	\$ 128,515	\$ 54	\$ 300,000	\$ -	-

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**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



HOTEL MOTEL TAX FUND

CITY OF BLUE RIDGE

HOTEL MOTEL TAX FUND 275

CATEGORY SUMMARY 2024

FUND DESCRIPTION

This fund is a special revenue fund used to account for revenues and expenditures specifically associated with the Hotel Motel Tax allowed by State law. The Tax is an excise tax on rooms, lodgings, and accommodations to provide additional funding for the promotion of tourism, conventions, and trade shows in the city.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
31	Taxes	\$ 635,835	\$ 801,457	\$ 625,000	\$ 348,517	\$ 735,000
32	Licenses and Permits		-	-	-	-
33	Intergovernmental Revenues		-	-	-	-
34	Charges for Service		-	-	-	-
35	Fine and Forfeitures		-	-	-	-
36	Investment Income		-	-	-	-
37	Contributions and Donations		15,000	-	-	-
38	Miscellaneous Revenues		-	-	-	-
39	Other Financing Sources		-	135,099	-	480,000
Total Revenues		\$ 635,835	\$ 816,457	\$ 760,099	\$ 348,517	\$ 1,215,000

EXPENDITURES

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Services & Employee Benefits	-	-	-	-	-
52	Purchased /Contractual Services	900	19,034	20,950	17,316	14,250
53	Supplies	6,249	14,236	82,586	27,008	-
54	Capital Outlay	-	65,666	305,000	40,741	603,562
57	Other Costs	345,942	448,890	351,563	111,684	321,563
61	Transfers Out	59,244	-	-	-	275,625
Total Expenditures		\$ 412,334	\$ 547,826	\$ 760,099	\$ 196,749	\$ 1,215,000

CITY OF BLUE RIDGE

HOTEL/MOTEL TAX FUND - 275

BUDGET SUMMARY

2024

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenues:						
TAXES						
275-31-0000-4100	Hotel/Motel Taxes	\$ 635,835	\$ 801,457	\$ 625,000	\$ 348,517	\$ 735,000
Subtotal		\$ 635,835	\$ 801,457	\$ 625,000	\$ 348,517	\$ 735,000
CONTRIBUTIONS & DONATIONS						
275-37-0000-4100	Contributions & Donations	-	\$ 15,000	-	-	-
Subtotal		\$ -	\$ 15,000	\$ -	\$ -	\$ -
OTHER FINANCING SOURCES						
275-39-0000-1300	Use of Fund Balance	-	-	\$ 135,099	-	\$ 480,000
Subtotal		\$ -	\$ -	\$ 135,099	\$ -	\$ 480,000
Total Revenues		\$ 635,835	\$ 816,457	\$ 760,099	\$ 348,517	\$ 1,215,000
Expenditures:						
7540	Tourism					
PURCHASED / CONTRACTUAL SERVICES						
275-52-7540-2110	Garbage Pickup	-	-	-	\$ 899	-
275-52-7540-2201	Maint Buildings & Grounds	555	2,322	6,500	9,916	5,000
275-52-7540-3201	Telephone & Internet	129	338	-	846	-
275-52-7540-2300	Rental of Equipment & Vehicles	-	-	8,200	2,485	7,000
275-52-7540-3100	Insurance & Bonds	216	226	2,750	1,695	250
275-52-7540-3300	Market/Advertising	-	1,148	2,000	1,475	2,000
275-52-7540-3850	Contract Labor - Skating Rink	-	15,000	1,500	-	-
Subtotal		\$ 900	\$ 19,034	\$ 20,950	\$ 17,316	\$ 14,250
SUPPLIES						
275-53-7540-1101	Materials & Supplies	\$ 111	\$ 1,684	\$ 60,000	\$ 14,287	-
275-53-7540-1103	Materials & Supplies Christmas	1,423	-	-	-	-
275-53-7565-1101	Materials & Supplies	153	-	-	-	-
275-53-7540-1210	Water & Sewer	2,271	2,450	12,300	5,915	-
275-53-7540-1230	Electricity	2,292	8,090	10,286	6,075	-
275-53-7540-2201	Maint Buildings & Grounds	-	2,011	-	731	-
Subtotal		\$ 6,249	\$ 14,236	\$ 82,586	\$ 27,008	\$ -
OTHER COSTS						
275-57-7540-3000	Downtown Development Authority	\$ 80,960	\$ 98,253	\$ 78,125	\$ 43,565	-
275-57-7540-3300	Fannin County Chamber of Commerce	264,982	350,637	273,438	68,119	321,563
275-57-7540-9010	Additions to Fund Balance	-	-	-	-	-
Subtotal		\$ 345,942	\$ 448,890	\$ 351,563	\$ 111,684	\$ 321,563
CAPITAL OUTLAY						
275-54-7540-1200	Site Improvements	-	\$ 25,000	-	-	-
275-54-7540-1300	Buildings & Building Improvements	-	11,060	-	-	-
275-54-7540-1401	Infrastructure - Famers Market Improven	-	22,744	25,000	-	123,562
275-54-7540-1402	Infrastructure - Downtown Bathrooms	-	6,862	280,000	40,741	480,000
Subtotal		\$ -	\$ 65,666	\$ 305,000	\$ 40,741	\$ 603,562
TRANSFERS OUT						
275-61-7540-5050	Transfer Out - General Fund	\$ 59,244	-	-	-	\$ 275,625
Subtotal		\$ 59,244	\$ -	\$ -	\$ -	\$ 275,625
Total Hotel/Motel Expenditures		\$ 412,334	\$ 547,826	\$ 760,099	\$ 196,749	\$ 1,215,000

REVENUE PROJECTION RATIONALE

Hotel Motel Tax – The tax is levied on the occupant of a guest room of any hotel/motel/cabin/residence/lodge, short-term rental or travel trailer space located within the City a tax in the amount of eight percent of the gross rent for such occupancy. The tax received is then distributed as follows:

- Non-Restricted- Proceeds can be used for any legal purpose in the City (37.5%) and 1% is allocated to the Downtown Development Authority based on City Council policy.
- Restricted – Tourism, Conventions and Trade Shows – Destination Marketing Organization, Fannin County Chamber of Commerce (43.75%).
- Restricted – Tourism Product Development (TPD) – Creation or expansion of physical attraction which are available and open to the public and which improve destination appeal to visitors and used by visitors (18.75%).

BUDGET JUSTIFICATIONS

Purchased/Contractual Services/Supplies– Costs associated with operating the Farmers Market facility, the Downtown Portable Restrooms and adding benches and garbage receptacles.

Fannin County Chamber of Commerce – Tax proceeds equal to 43.75%.

Capital Outlay – Farmers Market Improvement - Farmers Market improvements funded from restricted tax proceeds.

Capital Outlay – Downtown Restroom Facility - Partial funding of the Downtown Restroom Facility construction (\$480,000).

**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



**SPLOST FUND
2018**

CITY OF BLUE RIDGE

SPLOST FUND 2018 320

CATEGORY SUMMARY 2024

FUND DESCRIPTION

The Special Purpose Local Option Sales Tax (SPLOST) 2018 Fund is a capital project fund. The SPLOST 2017 accounts for construction of major capital projects financed by SPLOST proceeds. A 2017 intergovernmental agreement between Fannin County and the City of Blue Ridge stated the City may anticipate \$2.1 million in SPLOST 2017 proceeds over the life of the SPLOST for approved capital projects as follows:

\$1,470,000	Roads, streets, bridges
\$ 420,000	Water & sewer
\$ 210,000	Building improvements & infrastructure

REVENUE PROJECTIONS

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
31	Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
32	Licenses and Permits	-	-	-	-	-
33	Intergovernmental Revenues	671,932	707,157	718,820	343,108	-
34	Charges for Service	-	-	-	-	-
35	Fine and Forfeitures	-	-	-	-	-
36	Investment Income	859	9,014	1,000	14,014	-
37	Contributions and Donations	-	-	-	-	-
38	Miscellaneous Revenues	4,000	8,443	-	-	-
39	Other Financing Sources	-	-	1,249,000	-	1,520,000
Total Revenues		\$ 676,791	\$ 724,614	\$ 1,968,820	\$ 357,122	\$ 1,520,000

EXPENDITURES

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Services & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
52	Purchased /Contractual Services	266,564	6,250	38,820	-	-
53	Supplies	8,168	1,932	10,000	-	-
54	Capital Outlay	45,500	323,688	1,500,000	32,451	1,100,000
57	Other Costs	-	-	-	-	-
58	Debt Service	-	-	-	-	-
61	Transfers Out	-	-	420,000	-	420,000
Total Expenditures		\$ 320,232	\$ 331,870	\$ 1,968,820	\$ 32,451	\$ 1,520,000

CITY OF BLUE RIDGE

SPLOST FUND 2018- 320

BUDGET SUMMARY

2024

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenues:						
<u>INTERGOVERNMENTAL REVENUES</u>						
320-33-0000-3200	SPLOST Income	\$ 634,687	\$ 707,157	\$ 680,000	\$ 343,108	\$ -
320-33-0000-4310	DOT LMIG Grant Program	37,246	-	38,820	-	-
	Subtotal	\$ 671,932	\$ 707,157	\$ 718,820	\$ 343,108	\$ -
<u>INVESTMENT INCOME</u>						
320-36-0000-1000	Interest Income	\$ 859	\$ 9,014	\$ 1,000	\$ 14,014	\$ -
	Subtotal	\$ 859	\$ 9,014	\$ 1,000	\$ 14,014	\$ -
<u>MISC REVENUE</u>						
320-38-0000-9000	Restitution	\$ 4,000	\$ 8,443	\$ 1,000	\$ -	\$ -
	Subtotal	\$ 4,000	\$ 8,443	\$ 1,000	\$ -	\$ -
<u>OTHER FINANCING SOURCES</u>						
320-39-0000-1300	Use of Fund Balance	-	-	\$ 1,249,000	-	\$ 1,520,000
	Subtotal	\$ -	\$ -	\$ 1,249,000	\$ -	\$ 1,520,000
	Total Revenues	\$ 676,791	\$ 724,614	\$ 1,968,820	\$ 357,122	\$ 1,520,000
Expenditures:						
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
320-52-4200-1202	Engineering	\$ -	\$ 6,250	\$ -	\$ -	-
320-52-4200-3850	Contract Labor - Paving and Striping	187,314	-	38,820	-	-
320-52-4200-3851	Contract Labor - Sidewalks	79,250	-	-	-	-
	Subtotal	\$ 266,564	\$ 6,250	\$ 38,820	\$ -	\$ -
<u>SUPPLIES</u>						
320-53-4200-1121	Materials & Supplies -Stone	\$ 8,168	\$ 1,932	\$ 10,000	\$ -	\$ -
	Subtotal	\$ 8,168	\$ 1,932	\$ 10,000	\$ -	\$ -
<u>CAPITAL OUTLAY</u>						
320-54-1500-1300	Infrastructure - City Hall Improvements	\$ -	\$ 23,115	\$ -	\$ 15,987	\$ -
320-54-4200-1400	Infrastructure	45,500	-	-	-	-
320-54-4200-1404	Infrastructure - Road/Drainage Improvem	-	300,573	\$ 1,500,000	16,464	\$ 1,100,000
	Subtotal	\$ 45,500	\$ 323,688	\$ 1,500,000	\$ 32,451	\$ 1,100,000
<u>TRANSFERS OUT</u>						
320-61-4440-5050	Transfer Out - Water & Sewer Fund	-	-	\$ 420,000	-	\$ 420,000
	Subtotal	\$ -	\$ -	\$ 420,000	\$ -	\$ 420,000
	Total SPLOST Expenditures	\$ 320,232	\$ 331,870	\$ 1,968,820	\$ 32,451	\$ 1,520,000

REVENUE PROJECTION RATIONALE

SPLOST – The Special Purpose Local Option Sales Tax (SPLOST) is a one cent tax approved by the voters and levied in 2017. In accordance with the intergovernmental agreement between Fannin County and the City of Blue Ridge proceeds can only be spent for the construction of major capital projects based on the anticipated amount of \$2.1 million over the life of the SPLOST as follows:

\$1,470,000	Roads, streets, bridges
\$ 420,000	Water & sewer
\$ 210,000	Building improvements & infrastructure

It is projected revenue for this fund in 2024 is \$1,520,000 from fund balances.

BUDGET JUSTIFICATIONS

Capital Outlay - Infrastructure – Road Improvements –Road/Drainage improvement projects Mountain Street areas.

Transfers Out – Water & Sewer Fund – Funding for Mountain Tops water main repalcemnet.

**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



**SPLOST FUND
2023**

CITY OF BLUE RIDGE

SPLOST FUND 2023 321

CATEGORY SUMMARY 2024

FUND DESCRIPTION

The Special Purpose Local Option Sales Tax (SPLOST) 2023 Fund is a capital project fund. The SPLOST 2023 accounts for construction of major capital projects financed by SPLOST proceeds. A 2023 intergovernmental agreement between Fannin County and the City of Blue Ridge stated the City may anticipate \$4.2 million in SPLOST 2023 proceeds over the life of the SPLOST for approved capital projects as follows:

\$3,001,600	Maintenance , Repair and Construction of Roads, Drainage and Sidewalks
\$1,002,400	Water & sewer upgrades & capital outlay
\$ 196,000	Recreation Facilities and Improvements

REVENUE PROJECTIONS

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
31	Taxes	\$ -		\$ -	\$ -	\$ -
32	Licenses and Permits		-	-	-	-
33	Intergovernmental Revenues		-	-	-	700,000
34	Charges for Service		-	-	-	-
35	Fine and Forfeitures		-	-	-	-
36	Investment Income		-	-	-	-
37	Contributions and Donations		-	-	-	-
38	Miscellaneous Revenues		-	-	-	-
39	Other Financing Sources		-	-	-	-
Total Revenues		\$ -		\$ -	\$ -	\$ 700,000

EXPENDITURES

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Services & Employee Benefits	\$ -		\$ -	\$ -	\$ -
52	Purchased /Contractual Services		-	-	-	-
53	Supplies		-	-	-	-
54	Capital Outlay		-	-	-	700,000
57	Other Costs			-	-	-
58	Debt Service		-	-	-	-
61	Transfers Out		-	-	-	-
Total Expenditures		\$ -		\$ -	\$ -	\$ 700,000

CITY OF BLUE RIDGE

SPLOST FUND 2023- 320

BUDGET SUMMARY

2024

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenues:						
<u>INTERGOVERNMENTAL REVENUES</u>						
320-33-0000-3200	SPLOST Income	\$ -	\$ -	\$ -	\$ -	\$ 700,000
320-33-0000-4310	DOT LMIG Grant Program		-	-	-	-
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 700,000
<u>INVESTMENT INCOME</u>						
320-36-0000-1000	Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
<u>OTHER FINANCING SOURCES</u>						
275-39-0000-1300	Use of Fund Balance		\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ 700,000
Expenditures:						
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
320-52-4200-3850	Contract Labor - Paving and Striping	-	-	-	-	-
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
<u>CAPITAL OUTLAY</u>						
320-54-1500-1300	Recreation Facilities and Improvements		\$ -	\$ -	\$ -	\$ -
320-54-4200-1400	Roads, Drainage and Sidewalks		-	-	-	700,000
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 700,000
<u>TRANSFERS OUT</u>						
320-61-4440-5050	Transfer Out - Water & Sewer Fund	-	-	-	-	-
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
	Total SPLOST Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 700,000

REVENUE PROJECTION RATIONALE

SPLOST – The Special Purpose Local Option Sales Tax (SPLOST) is a one cent tax approved by the voters and levied in 2023. In accordance with the intergovernmental agreement between Fannin County and the City of Blue Ridge proceeds can only be spent for the construction of major capital projects based on the anticipated amount of \$4.2 million over the life of the SPLOST as follows:

\$3,001,600 Maintenance , Repair and Construction of Roads, Drainage and Sidewalks

\$1,002,400 Water & sewer upgrades & capital outlay

\$ 196,000 Recreation Facilities and Improvements

It is projected revenue for this fund in 2024 is \$700,000.

BUDGET JUSTIFICATIONS

Capital Outlay - Infrastructure – Drainage Improvements –Road/Drainage improvement projects Mountain Street areas.

**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



WATER & SEWER FUND

CITY OF BLUE RIDGE

WATER AND SEWER FUND - 505

CATEGORY SUMMARY 2024

FUND DESCRIPTION

The Water and Sewer Fund is considered a proprietary fund. It accounts for the provision of water and sewer services to the defined service area. All activities necessary to provide such services are accounted for in this fund. Activities include providing high-quality drinking water, wastewater treatment and disposal services, and adequate water under sufficient pressure to our residents, customers, businesses and visitors.

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenue Projections						
33	Intergovernmental Revenues	95,930	\$ -	1,000,000	\$ -	\$ 1,000,000
34	Charges for Service	4,355,582	4,614,852	4,342,000	2,211,618	4,583,813
36	Investment Income	1,766	10,999	3,000	15,182	15,500
37	Contributions and Donations	-	-	-	-	-
38	Miscellaneous Revenues	7,667	5,099	-	5,819	-
39	Other Financing Sources	9,998	-	6,273,955	135,536	9,470,000
Total Revenues		\$ 4,470,942	\$ 4,630,950	\$ 11,618,955	\$ 2,368,155	\$ 15,069,313
Expenditures by Function						
4310	Sewer Administration	\$ 139,439	\$ 108,400	\$ 174,548	\$ 88,636	\$ 211,787
4331	Sewer Maintenance	818,357	1,428,651	2,509,119	448,664	4,068,363
4335	Sewer Treatment Plant	536,502	669,458	3,640,004	304,437	5,584,985
Subtotal Sewer		\$ 1,494,299	\$ 2,206,509	\$ 6,323,671	\$ 841,738	\$ 9,865,135
4410	Water Administration	959,290	558,057	918,384	345,149	932,323
4430	Water Treatment	534,527	541,051	715,657	290,785	743,667
4440	Water Distribution	1,265,378	1,502,987	3,661,243	624,833	3,528,188
4450	Water Loss	(9,089)	5,300	-	-	-
Subtotal Water		2,750,106	2,607,395	5,295,284	1,260,768	5,204,179
Total Expenditures		\$ 4,244,404	\$ 4,813,904	\$ 11,618,955	\$ 2,102,505	\$ 15,069,313
Expenditures by Category						
51	Personal Serv & Employee Ben.	982,456	1,425,759	1,620,726	828,593	1,619,822
52	Purchased / Contractual Serv.	647,756	622,429	652,900	268,369	790,200
53	Supplies	855,634	926,612	872,972	381,359	891,822
54	Capital Outlay	550,102	1,447,464	7,620,000	411,431	10,940,000
55	Interfund Charges	425,990	-	-	-	-
57	Other Costs	3,116	5,698	44,000	-	55,000
58	Debt Service	779,350	385,941	808,357	212,753	772,469
Total Operating Expenses		\$ 4,244,404	\$ 4,813,904	\$ 11,618,955	\$ 2,102,505	\$ 15,069,313

CITY OF BLUE RIDGE

WATER AND SEWER FUND - 505

BUDGET SUMMARY

2024

REVENUE PROJECTIONS

DEPT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>INTERGOVERNMENTAL REVENUE</u>						
505-33-0000-1000	FEDERAL GOVERNMENT GRANTS	\$ -	\$ -	\$ -	\$ -	\$ -
505-33-0000-1150	GEFA PRINCIPAL FORGIVENESS	95,930	-	-	-	-
505-33-0000-4310	CDBG GRANT INCOME	-	-	-	-	-
505-33-0000-4000	STATE GOVERNMENT GRANTS	-	-	1,000,000	-	1,000,000
Subtotal		\$ 95,930	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000
<u>CHARGES FOR SERVICES</u>						
505-34-0000-4200	WATER LINE SURCHARGE	\$ 117,500	\$ 154,068	\$ 105,000	\$ 76,425	\$ 110,000
505-34-0000-4210	WATER RECEIPTS	2,566,203	2,674,694	2,628,000	1,296,681	2,775,313
505-34-0000-4212	WATER TAPS	73,611	130,579	80,000	47,312	80,000
505-34-0000-4214	PENALTIES	33,878	37,704	30,000	20,478	30,000
505-34-0000-4216	W/SW LABOR & MATERIALS CHARGE	119,757	138,445	70,000	47,388	70,000
505-34-0000-4217	CONNECTION FEES	18,270	25,955	17,000	10,211	18,000
505-34-0000-4218	BACK FLOW VALVES	6,435	-	10,000	-	10,000
505-34-0000-4220	SEWER RECEIPTS	1,325,177	1,303,290	1,273,500	640,784	1,349,000
505-34-0000-4221	SEWER TAP FEES	14,705	32,732	27,000	16,649	35,000
505-34-0000-4223	SEWER LINE SURCHARGE	56,500	90,500	70,000	36,925	75,000
505-34-0000-9300	SERVICE CHARGE	22,000	25,605	30,000	18,055	30,000
505-34-0000-9301	RETURNED CHECK FEES	1,545	1,280	1,500	710	1,500
Subtotal		\$ 4,355,582	\$ 4,614,852	\$ 4,342,000	\$ 2,211,618	\$ 4,583,813
<u>INVESTMENT INCOME</u>						
505-36-0000-1000	INTEREST INCOME	\$ 1,766	\$ 10,999	\$ 3,000	\$ 15,182	\$ 15,500
Subtotal		\$ 1,766	\$ 10,999	\$ 3,000	\$ 15,182	\$ 15,500
<u>MISCELLANEOUS REVENUE</u>						
505-38-0000-9000	SALE OF SCRAP	\$ 7,667	\$ 5,099	\$ -	\$ 5,819	\$ -
Subtotal		\$ 7,667	\$ 5,099	\$ -	\$ 5,819	\$ -
<u>OTHER FINANCING SOURCES</u>						
505-39-0000-2030	SALE OF CAPITAL ASSETS	\$ 9,998				
505-39-0000-2300	TRANSFER IN- FROM ARPA SPEC REV	-	\$ -	\$ 300,000	\$ -	\$ -
505-39-0000-3220	TRANSFER IN- FROM SPLOST	-	-	420,000	-	420,000
505-39-0000-3500	GEFA LOAN PROCEEDS	-	-	4,750,000	135,536	8,200,000
505-39-0000-5000	USE OF FUND BALANCE	-	-	403,955	-	350,000
505-39-0000-5001	USE OF SURCHARGE FUNDS	-	-	400,000	-	500,000
Subtotal		\$ 9,998	\$ -	\$ 6,273,955	\$ 135,536	\$ 9,470,000
Total Available Water and Sewer Fund		\$ 4,470,942	\$ 4,630,950	\$ 11,618,955	\$ 2,368,155	\$ 15,069,313

CITY OF BLUE RIDGE

SEWER ADMINISTRATION

2024

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ -	\$ 53,251	\$ 106,915	\$ 56,058	\$ 119,387
52	Purchased / Contractual Serv.	15,771	17,652	36,050	14,927	36,400
53	Supplies	1,150	681		462	
55	Interfund Charges	50,013	-	-	-	-
58	Debt Service	72,505	36,816	31,583	17,190	56,000
	Total operating expenses	\$ 139,439	\$ 108,400	\$ 174,548	\$ 88,636	\$ 211,787

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Utilities Director	0.3	0.3
	Finance Director	0.2	0.2
	City Administrator	0.1	0.1
	Customer Service Manager	0.3	0.3
	Customer Service	0.3	0.3
	Total	1.2	1.2

CITY OF BLUE RIDGE

SEWER ADMINISTRATION

2024

BUDGETARY ACCOUNT SUMMARY

4310

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
505-51-4310-1100	Salaries & Wages	\$ -	\$ 38,322	\$ 76,046	\$ 36,510	\$ 81,268
505-51-4310-1300	Overtime	-	-	-	40	-
505-51-4310-2100	Group Insurance	-	10,031	19,486	14,244	23,986
505-51-4310-2200	FICA Tax	-	2,683	5,818	2,454	6,217
505-51-4310-2400	Retirement	-	-	3,771	2,635	5,998
505-51-4310-2700	Workers' Compensation	-	1,206	1,794	85	1,918
100-51-4310-2900	Other Employee Benefits	-	1,009	-	90	90
Subtotal		\$ -	\$ 53,251	\$ 106,915	\$ 56,058	\$ 119,387
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
505-52-4310-1200	Audit	1,800	3,350	2,000	-	2,000
505-52-4310-1201	Legal	1,680	2,195	2,000	2,000	2,000
505-52-4310-1300	Engineering Services	-	-	10,000	-	10,000
505-52-4310-1300	Technical Services	40	121	800	290	800
505-52-4310-2202	Maintenance Equipment	996	246	1,000	592	1,000
505-52-4310-3100	Insurance & Bonds	1,888	2,297	2,500	909	2,000
505-52-4310-3202	Postage	4,801	4,486	4,750	2,178	5,000
505-52-4310-3300	Advertising	-	770	500	-	500
505-52-4310-3400	Printing	1,950	2,819	2,500	734	2,000
505-52-4310-3500	Travel	-	-	-	312	500
505-52-4310-3600	Dues	-	-	-	86	100
505-52-4310-3700	Training Expense	-	-	-	140	500
505-52-4310-3900	Contracted Services	2,617	1,369	10,000	7,685	10,000
Subtotal		\$ 15,771	\$ 17,652	\$ 36,050	\$ 14,927	\$ 36,400
<u>SUPPLIES</u>						
505-53-4310-1100	Office Supplies & Expenses	\$ 663	\$ 638	\$ -	\$ 419	\$ 1,200
505-53-4310-1700	Miscellaneous	487	-	-	42	50
505-53-4310-1701	Uniforms	-	43	-	-	-
Subtotal		\$ 1,150	\$ 681	\$ -	\$ 462	\$ 1,250
<u>INTERFUND CHARGES</u>						
505-55-4310-1100	Cost Allocation - General	\$ 19,981	\$ -	\$ -	\$ -	\$ -
505-55-4310-1500	Cost Allocation - Water Adm & Map	30,032	-	-	-	-
Subtotal		\$ 50,013	\$ -	\$ -	\$ -	\$ -
<u>DEBT SERVICE</u>						
505-58-4310-1001	Debt Service - Sewer Bond Debt	\$ 40,270	\$ 36,807	\$ 31,583	\$ 17,190	\$ 56,000
505-58-4310-2200	Interest on Leases	-	9	-	-	-
505-58-4310-4000	Bond Issuance Costs	32,235	-	-	-	-
Subtotal		\$ 72,505	\$ 36,816	\$ 31,583	\$ 17,190	\$ 56,000
Total Sewer Administration		\$ 139,439	\$ 108,400	\$ 174,548	\$ 88,636	\$ 211,787

CITY OF BLUE RIDGE

SEWER MAINTENANCE

2024

ACCOUNT NO.	CATEGORY RECAP	ACTUAL		AMENDED BUDGET	ACTUAL	CITY ADMIN. PROPOSAL
		2021	2022	2023	JUNE 30 2023	2024
51	Personal Serv & Employee Ben.	\$ -	\$ 178,755	\$ 200,442	\$ 94,336	\$ 179,186
52	Purchased / Contractual Serv.	135,045	45,682	77,250	36,250	133,250
53	Supplies	77,041	74,915	107,472	39,255	106,972
54	Capital Outlay	370,890	1,088,773	2,085,000	257,323	3,610,000
55	Interfund Charges	230,309	-	-	-	-
58	Debt Service	5,072	40,525	38,955	21,499	38,955
Total operating expenses		\$ 818,357	\$ 1,428,651	\$ 2,509,119	\$ 448,664	\$ 4,068,363

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Distribution Crew Laborer	0.3	0.3
	Distribution Crew Leader	0.3	0.3
	Distribution Equipment Operator	0.3	0.3
	Distribution Supervisor	0.3	0.3
	GIS Coordinator/Locates	0.3	-
	Meter Technician	0.3	0.3
	Meter Technician/Shop Manager	0.3	0.3
	Service Line Replacement Crew/Distribution	0.3	0.3
	Service Line Replacement Supervisor/Distribution	0.3	0.3
	Total	2.7	2.4

CITY OF BLUE RIDGE

SEWER MAINTENANCE

2024

BUDGETARY ACCOUNT SUMMARY

4331

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
505-51-4331-1100	Salaries & Wages	\$ -	\$ 131,956	\$ 120,631	\$ 57,770	\$ 108,341
505-51-4331-1300	Overtime	-	-	10,000	3,112	10,000
505-51-4331-2100	Group Insurance	-	35,138	44,097	24,450	37,823
505-51-4331-2200	FICA Tax	-	9,463	9,228	4,149	8,288
505-51-4331-2400	Retirement	-	(2,027)	8,278	4,020	7,996
505-51-4331-2700	Workers' Compensation	-	4,225	7,503	835	6,739
505-51-4331-2900	Other Employee Benefits	-	-	705	-	-
Subtotal		\$ -	\$ 178,755	\$ 200,442	\$ 94,336	\$ 179,186
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
505-52-4331-1300	Engineering Services	78,618	1,618	\$ 15,000	4,478	\$ 15,000
505-52-4331-1300	Technical Services	-	-	-	2,732	-
505-52-4331-2202	Maintenance Equipment	31,111	9,777	20,000	10,428	20,000
505-52-4331-2320	Rental of Equipment	192	-	5,000	-	2,500
505-52-4331-3100	Insurance & Bonds	1,854	2,217	2,250	1,119	2,250
505-52-4331-3600	Dues	-	-	-	498	500
505-52-4331-3900	Contracted Services	10,715	19,501	20,000	13,711	80,000
505-52-4331-3905	Sewer Pumping Service	12,555	12,570	15,000	3,285	13,000
Subtotal		\$ 135,045	\$ 45,682	\$ 77,250	\$ 36,250	\$ 133,250
<u>SUPPLIES</u>						
505-53-4331-1101	Materials & Supplies	\$ 1,578	\$ 30	\$ 1,200	\$ -	\$ 1,200
505-53-4331-1110	Lines & System	2,601	5,299	15,000	242	15,000
505-53-4331-1210	Water/Sewage	523	538	600	338	600
505-53-4331-1230	Electricity	46,786	58,216	60,000	25,342	60,000
505-53-4331-1270	Gasoline	4,968	1,102	5,000	307	5,000
505-53-4331-1600	Small Equipment	1,088	404	5,000	1,216	5,000
505-53-4331-1701	Uniforms	-	1,397	3,000	677	2,500
505-53-4331-2201	Maint Buildings & Grounds	5,025	1,216	2,672	420	2,672
505-53-4331-2202	Maintenance Equipment	14,472	6,714	15,000	10,713	15,000
Subtotal		\$ 77,041	\$ 74,915	\$ 107,472	\$ 39,255	\$ 106,972
<u>CAPITAL OUTLAY</u>						
505-54-4331-1400	Infrastructure	\$ 370,890	\$ 1,088,773	\$ 2,085,000	\$ 257,323	\$ 3,610,000
505-54-4331-2100	Capital Outlay - Equipment	-	-	-	-	-
Subtotal		\$ 370,890	\$ 1,088,773	\$ 2,085,000	\$ 257,323	\$ 3,610,000
<u>INTERFUND CHARGES</u>						
505-55-4331-1100	Cost Allocation - General	\$ 9,280	\$ -	\$ -	\$ -	\$ -
505-55-4331-1505	Cost Allocation - Water Maint	221,029	-	-	-	-
Subtotal		\$ 230,309	\$ -	\$ -	\$ -	\$ -
<u>DEBT SERVICE</u>						
505-58-4331-1002	Debt Service - Sewer Bond Debt	\$ 5,072	\$ 40,525	\$ 38,955	\$ 21,499	\$ 38,955
Subtotal		\$ 5,072	\$ 40,525	\$ 38,955	\$ 21,499	\$ 38,955
Total Sewer Maintenance		\$ 447,467	\$ 1,428,651	\$ 2,509,119	\$ 448,664	\$ 4,068,363

CITY OF BLUE RIDGE
WASTEWATER TREATMENT PLANT
2024

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 185,541	\$ 231,592	\$ 280,904	\$ 145,094	\$ 314,823
52	Purchased / Contractual Serv.	123,909	155,093	123,400	52,443	160,100
53	Supplies	176,118	199,066	200,600	82,951	207,050
54	Capital Outlay		80,800	3,000,000	22,500	4,900,000
58	Debt Service	50,934	2,907	35,100	1,449	3,012
	Total operating expenses	\$ 536,502	\$ 669,458	\$ 3,640,004	\$ 304,437	\$ 5,584,985

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
4335	Wastewater Treatment Plant Supervisor	1.0	1.0
4336	Wastewater Treatment Plant Oper/Distribution	1.0	1.0
4337	Wastewater Treatment Plant Oper	1.0	1.0
	Total	3.0	3.0

CITY OF BLUE RIDGE
WASTEWATER TREATMENT PLANT

2023
BUDGETARY ACCOUNT SUMMARY
4335

ACCOUNT NO.	DESCRIPTION	AMENDED BUDGET 2021	AMENDED BUDGET 2022	ACTUAL JULY 31 2022	CITY ADMIN. PROPOSAL 2023
PERSONAL SERVICES & EMPLOYEE BENEFITS					
505-51-4335-1100	Salaries & Wages	\$ 109,356	\$ 134,099	\$ 69,797	\$ 166,943
505-51-4335-1300	Overtime	-	-	-	5,000
505-51-4335-2100	Group Insurance	39,290	44,402	23,345	82,938
505-51-4335-2200	FICA Tax	8,366	10,259	5,095	13,154
505-51-4335-2400	Retirement	6,607	6,131	3,177	9,198
505-51-4335-2700	Workers' Compensation	2,401	1,875	1,399	2,888
505-51-4335-2900	Other Employee Benefits	522	522	252	783
	Subtotal	\$ 166,542	\$ 197,288	\$ 103,065	\$ 280,904
PURCHASED / CONTRACTUAL SERVICES					
505-52-4335-1300	Engineering Services	5,000	5,000	180	5,000
505-52-4335-1300	Technical Services	300	300	-	400
505-52-4335-1310	Lab Sample Testing	5,000	5,000	3,548	5,500
505-52-4335-2110	Garbage Pickup	1,200	1,200	1,329	2,300
505-52-4335-2201	Maint. Buildings & Grounds	5,000	5,000	-	3,000
505-52-4335-2202	Maintenance Equipment	35,000	30,000	45,027	35,000
505-52-4335-2203	Maintenance Vehicles	-	-	-	1,500
505-52-4335-2320	Rental of Equipment	500	500	-	500
505-52-4335-3100	Insurance & Bonds	8,500	8,500	5,110	9,000
505-52-4335-3201	Telephone & Internet	2,000	2,000	822	2,000
505-52-4335-3500	Travel	-	-	-	200
505-52-4335-3600	Professional Dues	250	1,000	-	500
505-52-4335-3700	Training Expense	1,500	2,000	676	2,000
550-52-4335-3900	Contracted Services	-	-	-	2,500
505-52-4335-3902	Lawn Maintenance Contract	9,000	9,400	4,680	9,000
505-52-4335-3903	Sanitation Pick Up	41,000	41,000	27,251	45,000
	Subtotal	\$ 114,250	\$ 110,900	\$ 88,623	\$ 123,400
SUPPLIES					
505-53-4335-1100	Office Supplies & Expenses	\$ 500	\$ 500	\$ -	\$ 250
505-53-4335-1101	Materials & Supplies	2,500	2,500	1,337	2,250
505-53-4335-1102	Cleaning & Paper Supplies	250	250	109	250
505-53-4335-1210	Water/Sewage	25,000	42,000	17,856	35,000
505-53-4335-1220	Propane Gas	1,200	1,200	1,907	1,600
505-53-4335-1230	Electricity	80,000	75,000	48,017	80,000
505-53-4335-1270	Gasoline	2,000	2,000	722	2,250
505-53-4335-1280	Chemicals	20,000	38,000	17,971	40,000
505-53-4335-1600	Small Equipment	8,000	5,000	-	5,000
505-53-4335-1701	Uniforms	600	600	511	1,250
505-53-4335-2201	Maint Buildings & Grounds	3,000	3,000	-	2,500
505-53-4335-2202	Maintenance Equipment	38,000	38,000	6,160	30,000
505-53-4335-2203	Maintenance Vehicles	500	500	-	250
	Subtotal	\$ 181,550	\$ 208,550	\$ 94,590	\$ 200,600
CAPITAL OUTLAY					
505-54-4335-1300	Capital Outlay - Buildings	\$ -	\$ 3,900,000	\$ 22,500	3,000,000
505-54-4335-2100	Capital Outlay - Equipment	100,000	-	-	-
	Subtotal	\$ 100,000	\$ 3,900,000	\$ 22,500	\$ 3,000,000
DEBT SERVICE					
505-58-4335-1002	Debt Service	\$ 51,000	\$ 5,000	\$ -	\$ 35,100
	Subtotal	\$ 51,000	\$ 5,000	\$ -	\$ 35,100
	Total Wastewater Plant	\$ 613,342	\$ 4,421,738	\$ 308,778	\$ 3,640,004

CITY OF BLUE RIDGE

WATER ADMINISTRATION

2024

ACCOUNT		ACTUAL	AMENDED BUDGET	AMENDED BUDGET	ACTUAL	CITY ADMIN.
NO.	CATEGORY RECAP	2019	2021	2022	JULY 31 2022	PROPOSAL 2023
51	Personal Serv & Employee Ben.	\$ 70,272	\$ 213,661	\$ 238,167	\$ 135,989	\$ 265,773
52	Purchased / Contractual Serv.	96,366	89,666	96,750	51,890	100,100
53	Supplies	31,324	8,221	7,250	2,560	7,450
55	Interfund Charges	116,381	-	-	-	-
57	Other Charges	3,116	5,698	44,000	-	55,000
58	Debt Service	641,832	240,810	532,217	154,710	504,000
Total operating expenses		\$ 959,290	\$ 558,057	\$ 918,384	\$ 345,149	\$ 932,323

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Utilities Director	0.7	0.7
	Customer Service	1.2	1.2
	Customer Supervisor	0.7	0.7
	City Administrator	0.1	0.1
	Finance Director	0.2	0.2
	Total	2.9	2.9

CITY OF BLUE RIDGE

WATER ADMINISTRATION

2024

BUDGETARY ACCOUNT SUMMARY

4410

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
PERSONAL SERVICES & EMPLOYEE BENEFITS						
505-51-4410-1100	Salaries & Wages	\$ 72,137	\$ 151,523	\$ 157,484	\$ 85,898	\$ 168,049
505-51-4410-1300	Overtime	-	-	-	96	-
505-51-4410-1700	Indirect Cost Allocations	(30,032)	-	-	-	-
505-51-4410-2100	Group Insurance	19,645	41,891	55,515	37,824	68,771
505-51-4410-2200	FICA Tax	5,204	11,119	12,048	6,494	12,856
505-51-4410-2400	Retirement	2,806	2,816	8,891	5,389	12,402
505-51-4410-2700	Workers' Compensation	132	5,037	3,472	199	3,695
505-51-4410-2900	Other Employee Benefits	381	1,276	757	90	-
	Subtotal	\$ 70,272	\$ 213,661	\$ 238,167	\$ 135,989	\$ 265,773
PURCHASED / CONTRACTUAL SERVICES						
505-52-4410-1120	Bank Charges	18,813	10,648	14,000	7,483	14,000
505-52-4410-1200	Audit	5,800	8,475	6,000	-	6,300
505-52-4410-1201	Legal	6,526	9,044	5,000	-	5,000
505-52-4410-1300	Engineering Services	3,712	-	5,000	-	5,000
505-52-4410-1300	Technical Services	643	2,569	500	1,001	1,000
505-52-4410-2201	Maint Bldg & Grounds	-	-	-	1,125	-
505-52-4410-2202	Maintenance Equipment	4,082	3,198	2,750	2,853	3,500
505-52-4410-3100	Insurance & Bonds	11,567	14,625	12,500	5,774	12,500
505-52-4410-3201	Telephone & Internet	378	242	500	125	500
505-52-4410-3202	Postage	11,303	9,469	8,500	5,123	10,000
505-52-4410-3300	Advertising	2,241	1,073	1,500	2,555	1,500
505-52-4410-3400	Printing	4,550	5,447	5,000	1,714	5,000
505-52-4410-3500	Travel	1,014	-	2,000	1,588	2,300
505-52-4410-3600	Professional Dues	980	557	1,500	200	1,500
505-52-4410-3700	Training Expense	1,235	148	2,000	146	2,000
505-52-4410-3900	Contracted Services	23,523	24,169	30,000	22,203	30,000
	Subtotal	\$ 96,366	\$ 89,666	\$ 96,750	\$ 51,890	\$ 100,100
SUPPLIES						
505-53-4410-1100	Office Supplies & Expenses	\$ 4,521	\$ 3,726	\$ 3,000	\$ 1,184	\$ 3,000
505-53-4410-1101	Materials & Supplies	9,978	-	500	472	600
505-53-4410-1102	Cleaning & Paper Supplies	689	-	500	-	500
505-53-4410-1211	Water - Metered Special Events	-	3,131	-	-	-
505-53-4410-1600	Small Equipment	3,089	-	750	-	750
505-53-4410-1700	Misc	1,520	645	500	75	500
505-53-4410-1701	Uniforms	218	417	1,000	828	1,100
505-53-4410-2201	Maint Buildings & Grounds	11,309	195	1,000	-	1,000
505-53-4410-2202	Maintenance Equipment	-	108	-	-	-
	Subtotal	\$ 31,324	\$ 8,221	\$ 7,250	\$ 2,560	\$ 7,450
INTERFUND CHARGES						
505-55-4410-1100	Cost Allocation - General	\$ 116,381	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 116,381	\$ -	\$ -	\$ -	\$ -
OTHER COSTS						
505-57-4410-4000	Bad Debt Expense	\$ 3,116	\$ 5,698	\$ 5,000	\$ -	\$ 5,000
505-57-4410-9000	Contingencies	-	-	39,000	-	50,000
	Subtotal	\$ 3,116	\$ 5,698	\$ 44,000	\$ -	\$ 55,000
DEBT SERVICE						
505-58-4410-2200	Interest on Leases	\$ -	21	\$ -	\$ -	\$ -
505-58-4410-4000	Bond Issuance Costs	290,276	-	-	-	-
505-58-4410-4442	Debt Service - Bond Debt Water Pro	351,556	240,810	532,217	154,710	504,000
	Subtotal	\$ 641,832	\$ 240,810	\$ 532,217	\$ 154,710	\$ 504,000
	Total Water Administration	\$ 959,290	\$ 558,057	\$ 918,384	\$ 345,149	\$ 932,323

CITY OF BLUE RIDGE

WATER TREATMENT

2024

WATER TREATMENT						
ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 250,602	\$ 218,071	\$ 282,107	\$ 143,821	\$ 272,817
52	Purchased / Contractual Serv.	84,960	69,254	98,200	46,723	126,700
53	Supplies	198,965	247,571	235,350	100,240	244,150
54	Capital Outlay	-	6,155	100,000	-	100,000
Total operating expenses		\$ 534,527	\$ 541,051	\$ 715,657	\$ 290,785	\$ 743,667

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
4401	Treatment Plant Operator/Distribution	0.5	0.5
4402-4403	Treatment Plant Operator	2.0	2.0
4404	Treatment Plant Supervisor	1.0	1.0
Total		3.5	3.5

CITY OF BLUE RIDGE

WATER TREATMENT

2024

BUDGETARY ACCOUNT SUMMARY

4430

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
505-51-4430-1100	Salaries & Wages	\$ 190,794	\$ 151,036	\$ 179,940	\$ 91,462	\$ 192,674
505-51-4430-1300	Overtime	-	-	10,000	5,157	10,000
505-51-4430-2100	Group Insurance	26,923	41,600	63,793	23,788	37,086
505-51-4430-2200	FICA Tax	11,270	11,239	14,530	7,113	15,505
505-51-4430-2400	Retirement	8,415	8,394	10,731	5,973	14,219
505-51-4430-2700	Workers' Compensation	12,197	5,002	3,113	10,147	3,333
505-51-4430-2900	Other Employee Benefits	1,003	801	-	180	-
Subtotal		\$ 250,602	\$ 218,071	\$ 282,107	\$ 143,821	\$ 272,817
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
505-52-4430-1300	Engineering Services	661	-	10,000	-	25,000
505-52-4430-1300	Technical Services	594	-	1,500	779	2,500
505-52-4430-1310	Water Sample Testing	10,980	10,333	12,000	943	12,000
505-52-4430-2201	Maint Bldg & Grounds	2,195	1,019	5,000	122	5,000
505-52-4430-2202	Maintenance Equipment	31,857	11,010	25,000	15,794	35,000
505-52-4430-2203	Vehicle Maintenance	-	16	-	-	-
505-52-4430-3100	Insurance & Bonds	20,862	22,781	27,000	10,469	27,000
505-52-4430-3201	Telephone & Internet	3,187	11,645	3,500	1,182	3,500
505-52-4430-3500	Travel	1,626	62	1,000	32	1,500
505-52-4430-3600	Professional Dues	595	375	600	350	600
505-52-4430-3700	Training Expense	1,898	-	1,200	-	1,500
505-52-4430-3902	Lawn Maint Contract	9,447	8,580	10,000	6,975	11,700
505-52-4430-3900	Contracted Services	-	2,390	-	9,419	-
505-52-4430-3903	Sanitation Pick-Up	1,059	1,042	1,400	659	1,400
Subtotal		\$ 84,960	\$ 69,254	\$ 98,200	\$ 46,723	\$ 126,700
<u>SUPPLIES</u>						
505-53-4430-1100	Office Supplies & Expenses	\$ 2,583	\$ 1,277	\$ 2,000	\$ 228	\$ 2,000
505-53-4430-1101	Materials & Supplies	1,295	1,690	1,500	847	1,800
505-53-4430-1102	Cleaning & Paper Supplies	621	1,271	750	162	750
505-53-4430-1210	Water/Sewerage	37,628	52,704	40,000	23,137	40,000
505-53-4430-1230	Electricity	104,142	136,047	120,000	50,271	120,000
505-53-4430-1240	Propane	2,102	-	-	-	-
505-53-4430-1270	Gasoline	127	456	500	71	500
505-53-4430-1280	Chemicals	33,616	37,121	45,000	19,886	45,000
505-53-4430-1290	Lab Supplies	4,084	3,322	5,000	1,025	5,000
505-53-4430-1600	Small Equipment	553	-	6,500	939	15,000
505-53-4430-1701	Uniforms	1,004	122	2,100	43	2,100
505-53-4430-2201	Maint Buildings & Grounds	345	5,984	1,000	150	1,000
505-53-4430-2202	Maintenance Equipment	10,051	7,577	10,000	3,480	10,000
505-53-4430-2203	Maintenance Vehicles	815	-	1,000	-	1,000
Subtotal		\$ 198,965	\$ 247,571	\$ 235,350	\$ 100,240	\$ 244,150
<u>CAPITAL OUTLAY</u>						
505-54-4430-1300	Capital Outlay - Buildings	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
505-54-4430-2100	Capital Outlay - Equipment	10,954	6,155	-	-	-
Subtotal		\$ 10,954	\$ 6,155	\$ 100,000	\$ -	\$ 100,000
Total Water Treatment		\$ 545,481	\$ 541,051	\$ 715,657	\$ 290,785	\$ 743,667

CITY OF BLUE RIDGE

WATER DISTRIBUTION

2024

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Serv & Employee Ben.	\$ 494,034	\$ 567,077	\$ 512,191	\$ 253,294	\$ 467,836
52	Purchased / Contractual Serv.	181,778	212,451	221,250	66,136	233,650
53	Supplies	372,060	396,839	322,300	155,891	326,200
54	Capital Outlay	179,212	261,736	2,435,000	131,608	2,330,000
55	Interfund Charges	29,287	-	-	-	-
58	Debt Service	9,007	64,883	170,502	17,905	170,502
Total operating expenses		\$ 1,265,378	\$ 1,502,987	\$ 3,661,243	\$ 624,833	\$ 3,528,188

PERSONNEL ALLOCATION SUMMARY

Position No.	Position Title	2023	2024
	Project Manager/GIS Coord P/T	0.3	0.5
	Distribution Crew Laborer	0.7	0.7
	Distribution Crew Leader	0.7	0.7
	Distribution Equipment Operator	0.7	0.7
	Distribution Supervisor	0.7	0.7
	Crew Laborer/Mapping	0.7	0.5
	Meter Technician	0.7	0.7
	Meter Technician/Shop Manager	0.7	0.7
	Service Line Replacement Crew/Distribution	0.7	0.7
	Service Line Replacement Supervisor/Distribution	0.7	0.7
	Treatment Plant Operator/Water Loss	0.5	0
	Total	7.1	6.6

CITY OF BLUE RIDGE

WATER DISTRIBUTION

2024

BUDGETARY ACCOUNT SUMMARY

4440

ACCOUNT NO.	DESCRIPTION	ACTUAL	ACTUAL	AMENDED BUDGET	ACTUAL	CITY ADMIN.
		2021	2022	2023	JUNE 30 2023	PROPOSAL 2024
<u>PERSONAL SERVICES & EMPLOYEE BENEFITS</u>						
505-51-4440-1100	Salaries & Wages	\$ 484,480	\$ 352,876	\$ 323,406	\$ 141,818	\$ 284,939
505-51-4440-1300	Overtime	-	-	10,000	9,108	10,000
505-34-4440-1700	Indirect Cost Allocation	(212,033)	\$ -	-	-	-
505-51-4440-2100	Group Insurance	118,359	99,562	111,394	62,182	111,582
505-51-4440-2200	FICA Tax	38,409	26,826	25,506	11,376	22,563
505-51-4440-2400	Retirement	28,052	27,981	21,769	11,971	21,029
505-51-4440-2700	Workers' Compensation	32,511	56,562	20,116	16,433	17,723
505-51-4440-2900	Other Employee Benefits	4,257	3,270	-	405	-
	Subtotal	\$ 494,034	\$ 567,077	\$ 512,191	\$ 253,294	\$ 467,836
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
505-52-4440-1300	Engineering Services	22,652	14,064	10,000	6,165	12,000
505-52-4440-1300	Technical Services	2,113	610	5,000	4,089	7,000
505-52-4440-1310	Water Sample Testing	145	966	250	744	250
505-52-4440-2110	Garbage Pickup	-	439	-	2,333	5,000
505-52-4440-2201	Maint Bldg & Grounds	647	5,700	-	-	-
505-52-4440-2202	Maintenance Equipment	31,770	50,747	50,000	3,704	85,000
505-52-4440-2203	Maintenance Vehicles	9,957	1,281	10,000	643	10,000
505-52-4440-2320	Rental of Equipment and Vehicles	640	-	3,500	-	3,500
505-52-4440-3100	Insurance & Bonds	6,025	11,943	12,000	7,654	12,000
505-52-4440-3201	Telephone & Internet	2,507	2,115	2,000	1,321	2,000
505-52-4440-3500	Travel	5,064	1,349	3,000	4,807	3,000
505-52-4440-3600	Professional Dues	1,647	3,241	1,500	1,849	1,900
505-52-4440-3700	Training Expense	5,375	5,103	4,000	2,451	4,000
505-52-4440-3900	Contracted Services	58,085	54,017	80,000	30,377	48,000
505-52-4440-3902	Lawn Maint Contract	5,087	4,620	-	-	-
505-52-4440-3903	Contract Labor - Patching	30,065	56,255	40,000	-	40,000
	Subtotal	\$ 181,778	\$ 212,451	\$ 221,250	\$ 66,136	\$ 233,650
<u>SUPPLIES</u>						
505-53-4440-1100	Office Supplies & Expenses	\$ 1,096	\$ 505	1,600	\$ 99	1,000
505-53-4440-1101	Materials & Supplies	9,043	14,034	1,200	10,983	1,200
505-53-4440-1102	Cleaning & Paper Supplies	19	798	1,000	-	1,000
505-53-4440-1111	Lines & Systems	255,827	222,791	175,000	92,382	175,000
505-53-4440-1111	Lines & Systems - Reimb Materials	30,017	63,386	50,000	17,749	50,000
505-53-4440-1120	Materials & Supplies - Patching	2,437	5,979	5,000	529	5,000
505-53-4440-1121	Materials & Supplies - Stone	11,344	2,933	12,500	-	12,500
505-53-4440-1210	Water/Sewer	-	53	-	-	-
505-53-4440-1220	Propane	-	27	-	1,987	2,000
505-53-4440-1230	Electricity	8,891	13,746	15,000	6,780	15,000
505-53-4440-1270	Gasoline	11,893	26,281	18,000	10,408	18,000
505-53-4440-1600	Small Equipment	23,204	18,393	12,000	3,875	12,000
505-53-4440-1700	Misc.	381	-	-	-	-
505-53-4440-1701	Uniforms	3,556	3,854	7,000	3,681	7,000
505-53-4440-1702	Water Leak	390	-	500	-	500
505-53-4440-1710	Misc- Reimb for Damaged Probe	948	-	-	-	-
505-53-4440-2201	Maint Buildings & Grounds	582	14,272	10,000	3,452	10,000
505-53-4440-2202	Maintenance Equipment	6,675	2,832	6,000	2,474	6,000
505-53-4440-2203	Maintenance Vehicles	5,757	6,954	7,500	1,492	10,000
	Subtotal	\$ 372,060	\$ 396,839	\$ 322,300	\$ 155,891	\$ 326,200
<u>CAPITAL OUTLAY</u>						
505-54-4440-1400	Capital Outlay - Infrastructure	28,626	\$ 182,675	2,335,000	\$ 59,608	2,300,000
505-54-4440-2100	Capital Outlay - Equipment	61,145	43,511	25,000	-	30,000
505-54-4440-2200	Capital Outlay - Vehicles	\$ 89,441	35,550	\$ 75,000	72,000	\$ -
	Subtotal	\$ 179,212	\$ 261,736	\$ 2,435,000	\$ 131,608	\$ 2,330,000
<u>INTERFUND CHARGES</u>						
505-55-4440-1100	Cost Allocation - Shop	29,287	-	-	-	-
	Subtotal	\$ 29,287	\$ -	\$ -	\$ -	\$ -
<u>DEBT SERVICE</u>						
505-58-4440-1002	Debt Service - GEFA Loan	\$ 6,105	\$ 38,324	\$ 32,924	\$ 17,905	\$ 32,924
505-58-4440-1004	GMA/USDA Lease Payments	\$ 2,902	26,559	137,578	-	137,578
	Subtotal	\$ 9,007	\$ 64,883	\$ 170,502	\$ 17,905	\$ 170,502
	Total Water Distribution	\$ 1,265,378	\$ 1,502,987	\$ 3,661,243	\$ 624,833	\$ 3,528,188

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**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



**DOWNTOWN DEVELOPMENT COMPONENT
UNIT FUND**

CITY OF BLUE RIDGE

DOWNTOWN DEVELOPMENT AUTHORITY COMPONENT UNIT 800

CATEGORY SUMMARY 2024

FUND DESCRIPTION

GASB 61 defines component units as legally separate organizations for which the elected officials of the agency are financially accountable. The Downtown Development Authority Component Unit Fund was created to account for revenues and expenditures associated with the Downtown Development Authority. The DDA was abolished in 2023. Funds remaining in the fund are designated for the Downtown Restroom Facility Project.

REVENUE PROJECTIONS

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
31	Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
32	Licenses and Permits	-	-	-	-	-
33	Intergovernmental Revenues	80,960	98,253	78,125	43,565	-
34	Charges for Service	199,083	-	-	-	-
35	Fine and Forfeitures	-	-	-	-	-
36	Investment Income	-	-	-	-	-
37	Contributions and Donations	-	-	-	-	-
38	Miscellaneous Revenues	-	-	-	-	-
39	Other Financing Sources	-	-	150,000	-	400,000
Total Revenues		\$ 280,043	\$ 98,253	\$ 228,125	\$ 43,565	\$ 400,000

EXPENDITURES

ACCOUNT NO.	CATEGORY RECAP	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
51	Personal Services & Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
52	Purchased /Contractual Services	373	5,550	24,150	-	-
53	Supplies	-	-	6,000	10,260	-
54	Capital Outlay	-	-	197,975	-	400,000
57	Other Costs	-	-	-	-	-
58	Debt Service	-	-	-	-	-
61	Transfers Out	-	-	-	-	-
Total Expenditures		\$ 373	\$ 5,550	\$ 228,125	\$ 10,260	\$ 400,000

CITY OF BLUE RIDGE

DOWNTOWN DEVELOPMENT AUTHORITY COMPONENT UNIT FUND - 800

BUDGET SUMMARY

2024

ACCOUNT NO.	DESCRIPTION	ACTUAL 2021	ACTUAL 2022	AMENDED BUDGET 2023	ACTUAL JUNE 30 2023	CITY ADMIN. PROPOSAL 2024
Revenues:						
<u>INTERGOVERNMENTAL REVENUE</u>						
800-33-0000-7000	Local Government City Revenues	\$ 80,960	\$ 98,253	\$ 78,125	\$ 43,565	\$ -
	Subtotal	\$ 80,960	\$ 98,253	\$ 78,125	\$ 43,565	\$ -
<u>CHARGES FOR SERVICES</u>						
800-34-0000-7903	Parking Revenue	\$ 199,083	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ 199,083	\$ -	\$ -	\$ -	\$ -
<u>OTHER FINANCING SOURCES</u>						
800-39-0000-1300	Use of Fund Balance	\$ -	\$ -	\$ 150,000	\$ -	\$ 400,000
	Subtotal	\$ -	\$ -	\$ 150,000	\$ -	\$ 400,000
	Total Revenues	\$ 280,043	\$ 98,253	\$ 228,125	\$ 43,565	\$ 400,000
Expenditures:						
7550	Downtown Development Authority					
<u>PURCHASED / CONTRACTUAL SERVICES</u>						
800-52-7550-1201	Legal	298	\$ 5,000	\$ 5,000	\$ -	\$ -
800-52-7550-3300	Marketing/Advertising	-	300	5,000	-	-
800-52-7550-3500	Travel	-	-	2,000	-	-
800-52-7550-3600	Professional Dues	-	-	150	-	-
800-52-7550-3700	Training Expense	75	250	2,000	-	-
800-52-7550-3900	Contracted Services	-	-	10,000	-	-
	Subtotal	\$ 373	\$ 5,550	\$ 24,150	\$ -	\$ -
<u>SUPPLIES</u>						
800-53-7550-1101	Materials & Supplies	\$ -	\$ -	\$ 6,000	\$ 10,260	\$ -
800-53-7550-1600	Small Equipment	-	-	-	-	-
	Subtotal	\$ -	\$ -	\$ 6,000	\$ 10,260	\$ -
<u>CAPITAL OUTLAY</u>						
800-54-7540-1402	Signage	\$ -	\$ -	\$ 97,975	\$ -	\$ -
	Infrastructure - Downtown Bathrooms	-	-	100,000	-	400,000
	Subtotal	\$ -	\$ -	\$ 197,975	\$ -	\$ 400,000
<u>OTHER COSTS</u>						
800-57-7550-9010	Additions to Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -
	Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Expenditures	\$ 373	\$ 5,550	\$ 228,125	\$ 10,260	\$ 400,000

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**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



5 Year Projection of Capital Budget

5-YEAR PROJECTION OF CAPITAL BUDGET						
PROJECT NAME	2024	2025	2026	2027	2028	Totals
GENERAL FUND						
Police						
2 Police Vehicles		\$84,000		\$84,000		\$ 168,000
Public Works						
Street Sweeper		65,000				65,000
Service Truck	55,000					55,000
Front End Loader	195,000					195,000
Dump Truck and Pickup		250,000				250,000
2 Pickups			100,000			100,000
Road Resurfacing/Sidewalk Repairs	584,370	500,000	500,000	500,000	500,000	2,584,370
Downtown Storm Drainage Construction	800,000					800,000
Parks						
Storage Shed for Parks Equipment	10,000					10,000
Farmers Market		200,000	200,000	200,000		600,000
Truck Replacement		50,000				50,000
Downtown Gazebo	50,000					50,000
Total General Fund	\$ 1,694,370	\$ 1,149,000	\$ 800,000	\$ 784,000	\$ 500,000	\$ 4,927,370
HOTEL/MOTEL FUND						
Downtown Restroom Facility	\$880,000					880,000
Farmers Market Improvements	123,562	235,000	235,000	235,000		828,562
Downtown Park Expansion					135,000	135,000
Total Hotel/Motel Fund	\$ 1,003,562	\$ 235,000	\$ 235,000	\$ 235,000	\$ 135,000	\$ 1,843,562
SPLOST FUND						
Downtown Storm Drainage Construction (2018)	\$1,100,000					\$ 1,100,000
Roads, Drainage and Sidewalks	700,000	500,000	500,000	500,000	400,000	2,600,000
Total SPLOST Fund	\$ 1,800,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 400,000	\$ 3,700,000
WATER & SEWER FUND						
Water Treatment						
Dam Stabilization	\$ -	\$ -	250,000	\$ -	\$ -	250,000
Raw Water Intake/Vault	100,000	150,000	-	-	-	250,000
High Service Pump	-	175,000	-	-	-	175,000
Chemical Feed Systems	-	-	-	100,000	-	100,000
Clearwell	-	-	-	-	75,000	75,000
Truck	-	-	60,000	-	-	60,000
Total Water Treatment	\$ 100,000	\$ 325,000	\$ 310,000	\$ 100,000	\$ 75,000	\$ 910,000
Water Distribution						
College St Water Line	\$ -	100,000	\$ -	\$ -	\$ -	100,000
Truck	-	-	65,000	-	-	65,000
Water Line Repair/Replacement	100,000	100,000	100,000	100,000	100,000	500,000
Doxol St Water Main	-	75,000	-	-	-	75,000
North River Road Water Main	-	-	-	750,000	-	750,000
Austin St Water Main	150,000	-	-	-	-	150,000
Mountain Hideaway Water Main	50,000	-	-	-	-	50,000
Mountain Tops Booster Pump Station	-	225,000	-	-	-	225,000
Eagles Nest Booster Pump Station	-	350,000	-	-	-	350,000
Zone Meters	30,000	-	-	-	-	30,000
Backhoe	-	80,000	-	-	-	80,000
Mountain Tops Water Main	2,000,000	-	-	-	-	2,000,000
Total Water Distribution	\$ 2,330,000	\$ 930,000	\$ 165,000	\$ 850,000	\$ 100,000	\$ 4,375,000
Wastewater Treatment Plant						
Truck	\$ -	\$ -	65,000	\$ -	\$ -	65,000
Rehabilitation	4,900,000	-	-	-	-	4,900,000
Total Wastewater Treatment Plant	\$ 4,900,000	\$ -	\$ 65,000	\$ -	\$ -	\$ 4,965,000
Wastewater Collection System						
Fannin Inn Lift Station	\$ -	\$ -	150,000	\$ -	\$ -	150,000
Sewer Line Repair/Replacement	60,000	60,000	60,000	60,000	60,000	300,000
East First/Old Hwy 76 Sewer Main	250,000	250,000	-	-	-	500,000
Camera	-	55,000	-	-	-	55,000
Main Lift Station	-	-	1,500,000	-	-	1,500,000
Doxol St Sewer Main	-	100,000	-	-	-	100,000
Hall St Sewer Line	-	150,000	-	-	-	150,000
Industrial Lift Stations	3,300,000	-	-	-	-	3,300,000
Aska Lift Stations	-	1,750,000	-	-	-	1,750,000
Total Wastewater Collection System	\$ 3,610,000	\$ 2,365,000	\$ 1,710,000	\$ 60,000	\$ 60,000	\$ 7,805,000
Total Water and Sewer System	\$ 10,940,000	\$ 3,620,000	\$ 2,250,000	\$ 1,010,000	\$ 235,000	\$ 18,055,000
Total	\$ 15,437,932	\$ 5,504,000	\$ 3,785,000	\$ 2,529,000	\$ 1,270,000	\$ 28,525,932

GEFA Loan Funding	\$200,000/yr to be transferred from SPLOST to Water/Sewer Fund
Proposed GEFA DW Loan	DDA Fund Contribution with \$400K
ARPA	
GEFA with \$300K forgiveness	
GEFA with \$175K forgiveness	

**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



Debt Service Schedule

DEBT SERVICE

DEBT TITLE / DEPARTMENT	BUDGET ACCOUNT BUDGET ACCOUNT	LOAN	BUDGET ACCOUNT NUMBER	ORIGINAL ISSUE AMOUNT	ur	BALANCE 12/31/23	PRINCIPAL	INTEREST	2024 BUDGET PAYOFF
GENERAL FUND									
<i>Additions</i>									
GMA 2019 (2) Police Vehicles Lease	LEASE ONE	GMA 006-283-002		64,125		11,380	11,380	521	Mar-24
GMA 2020 (1) Police Vehicle Lease		GMA 006-283-004		35,483		14,863	7,315	477	Sep-25
				99,608		26,243	18,695	998	
POLICE	DEBT SERVICE		100-58-3200-1000						19,693
GMA 2021 Heavy Equipment Excavator & Skid		GMA 006-283-005		121,180		61,430	19,877	1,834	Aug-26
STREET	DEBT SERVICE		100-58-4200-1000						21,711
<i>LEASE ONE MAGNOLIA</i>									
GMA 2019 Ford F-150 Park Vehicle Lease	LEAS	GMA 006-283-002		20,498		3,638	3,638	166	
PARK	DEBT SERVICE		100-58-6220-1000						3,804
									Mar-24
TOTAL GENERAL FUND						\$ 91,311	\$ 42,210	\$ 2,998	\$ 45,208
WATER AND SEWER FUND									
<i>BONDS</i>									
Water & Sewer Refunding Bonds Series 2021				\$ 1,169,000		\$ 1,118,000	\$ 22,500	\$ 33,500	Aug-54
SEWER ADMIN	BOND DEBT SERVICE		505-58-4310-1001						\$ 56,000
Water & Sewer Refunding Bonds Series 2021				10,521,000		10,062,000	202,500	301,500	Aug-54
WATER ADMIN	BOND DEBT SERVICE		505-58-4410-4442						504,000
<i>NOTES & LOANS PAYABLE</i>									
GEFA CWSRF 16-012 Trackside Pump Station				675,000		597,042	31,670	5,185	
GEFA CW2021037 Industrial Pump Stations				3,500,000		135,536	-	2,100	<i>int only</i>
SEWER DIST	DEBT SERVICE		505-58-4331-1002			732,578	31,670	7,285	38,955
GEFA CW2020018 Sewer Plant Rehab				5,000,000		-	-	3,000	<i>int only</i>
SEWER PLANT	DEBT SERVICE		505-58-4335-1002						3,000
GEFA DWSRF 16-007 Meter Replacement Phase 2				126,059		94,584	6,017	1,001	Jan-38
GEFA DWSRF 16-036 Meter Replacement Phase 3				198,930		151,216	8,984	1,309	Sep-39
GEFA DWSRF 17-017 Meter Replacement Phase 4				276,165		240,058	12,685	2,928	Jan-41
				601,154		485,858	27,686	5,238	
WATER DIST	DEBT SERVICE GEFA LOANS		505-58-4440-1002						32,924
USDA Backhoe Loan		USDA LOAN #12		40,500		22,166	4,103	859	Dec-28
Truist - GMA Bricks & Mortar Lease Note # 000		BOND PAYABLE TO TRUIST		1,200,000		977,358	114,436	18,179	2031
						999,524	118,539	19,038	
WATER DIST	GMA/USDA LEASE PAYMENTS		505-58-4440-1004						137,577
TOTAL WATER AND SEWER FUND						\$ 13,397,960	\$ 402,895	\$ 369,561	\$ 772,456

**CITY OF BLUE RIDGE
BUDGET
FISCAL YEAR 2024**



Fund Balance Policy

CITY OF BLUE RIDGE

GENERAL FUND - FUND BALANCE POLICY

DEFINITIONS & CLASSIFICATIONS	AMOUNT
<u>Non-Spendable Fund Balance - per FY 2022 Audit.</u>	
Inventory Reserve	\$ 24,574
Prepaid Expenditures	16,149
Total Non-Spendable Fund Balance	\$ 40,723
<u>Restricted Fund Balance - External restriction required.</u>	
There are no restricted fund balance reserves in the General Fund.	\$ -
<u>Committed Fund Balance - City Council action required.</u>	
USE OF FUND BALANCE (per FY 2023 Adopted & Amended Budget, as aa	\$ 1,231,558
Includes \$400,000 previously designated by the City Council	
Total Committed Fund Balance	\$ 1,231,558
<u>Assigned Fund Balance - Management action required.</u>	
Assigned Fund Balance -CD previously designated by the City Council in 2014	\$ 185,350
<u>Unassigned Fund Balance - Minimum Threshold > or = to 25.0% of General Fund Expenditures</u>	\$ 1,561,716
Total Fund Balance per above	3,019,347
Total Fund Balance per FY 2022 Audit	3,019,347
Variance	\$ -
 <u>Minimum Level of Unassigned Fund Balance</u>	
Total General Fund Expenditures per 2023 Budget	\$ 4,539,150
Threshold > or = to 25% of General Fund Expenditures	25.00%
Total Minimum Level of Unassigned Fund Balance	\$ 1,134,788

