City of Blue Ridge

City Council Meeting Minutes

February 15, 2022

5:00 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 5:00 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) December 21, 2021 (Council Meeting)

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

b) December 21, 2021 (Public Hearing)

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

c) January 18, 2022 (Council Meeting)

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

d) January 26, 2022 (Special Called)

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

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

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

5. **Called Public Hearings (rezoning or appeals authorized by Ordinance):**

City Attorney discussed the following ordinance for the first reading:

a) AN ORDINANCE TO AMEND CHAPTER 2 ("ADMINISTRATION") ARTICLE III ("DEPARTMENTS, BOARDS AND COMMISSIONS") DIVISION 7 ("CITY PLANNING COMMISSION") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO CHANGE THE MANNER BY WHICH MEMBERS OF THE PLANNING COMMISSION ARE APPOINTED (FIRST READING)

City Attorney discussed the following ordinance for the first reading:

b) AN ORDINANCE TO AMEND CHAPTER 10 ("BUSINESS REGULATIONS"), ARTICLE V ("SHORT-TERM VACATION RENTALS"), SEC.10-198 ('EFFECTIVE DATE; TOLLING; SPECIAL LAND USE PERMIT; NONCONFORMING GRANDFATHERED USE") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO ELIMINATE THE USE OF SPECIAL LAND USE PERMITS FOR SHORT-TERM VACATION RENTALS AND FOR OTHER PURPOSES. (FIRST READING)

City Attorney discussed the following resolution to be voted on:

c) A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE, STATE OF GEORGIA, TO RATIFY AND AFFIRM THE ADOPTION OF CHAPTER 111 ("STORMWATER MANAGEMENT") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA

A motion to approve was offered by Council Member Whaley, seconded by Council Member Taylor, and passed 4-1, with Council Member Bivins voting no.

6. **Consent Agenda**

A motion to approve the consent agenda was offered by Council Member Whaley, seconded by Council Member Taylor, passed unanimously, and the following items were approved:

a) Motion to approve Invoice in the amount of $10,711.84 to Municode for City Code Books.

b) Motion to approve invoice in the amount of $33,400 to Brannen for 2022 Ford Explorer for the replacement of a damaged vehicle in the Police Department.

c) Motion to approve the scope description and price quote in the amount of $10,608.75 to Patriot Rail for work associated with the Depot Street Drainage Improvement Project.

7. **Action Agenda Items (Items requiring the approval of the City Council):**

a) Motion to authorize the Mayor, City Administrator and City Clerk to act as signatories for checks issued from or withdrawals made from accounts made by the City.

A motion to approve the action item was offered by Council Member Arp, seconded by Council Member Bivins, and passed unanimously.

8. **Discussion Agenda Items:**

Mayor Rhonda Haight opened the floor up for discussion on the following item:

a) Downtown Parking

The Council discussed the downtown parking issue and reached consensus to hold a public meeting on this item to develop a parking plan and possible Ordinance.

Audience members Cesar Martinez, John Kiefer, and Angelina Powell spoke and voiced their concerns on this item.

9. **Reports**

The Council discussed the process and procedures for reporting issues within the city.

10. **Public Comments**

a) Downtown Development Authority Update: Vice-Chairman Cesar Martinez offered update.
b) Blue Ridge Business Association Update: President Cesar Martinez offered update.
c) Harold Michael – Charging Stations for Electric Vehicles
d) John Tucker – Liquor Store: Not present for meeting.

11. **Executive Session (if needed)**

A motion to enter into executive session was offered by Council Member Taylor, seconded by Council Member Bivins, passed unanimously. Executive session opened at 5:56 pm.

A motion to adjourn executive session was offered by Council Member Whaley, seconded by Council Member Taylor, and passed unanimously. Executive session adjourned at 6:39 pm.

A motion was offered by Council Member Whaley to approve the sublease of a portion of the train caboose to Freedom rail with provisions, seconded by Council Member Taylor, passed unanimously.

A motion to adopt resolution BR2022-07, amending the moratorium in the central business district, was offered by Council Member Whaley, seconded by Arp, passed unanimously.

12. **Adjournment**

A motion to adjourn was offered by Council Member Whaley, seconded by Council Member Taylor, passed unanimously and the meeting adjourned at 6:44 pm.

Mayor, Rhonda Haight

City Clerk, Amy Mintz

Approved

City of Blue Ridge

Downtown Parking Minutes

March 1, 2022

5:00 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 5:00 pm. Present were Mayor Rhonda Haight, Council Members Angie Arp, Jack Taylor, Christy Kay Bill Bivins, and William Whaley (via phone), City Administrator Eric Soroka, and City Clerk Amy Mintz.

2. **Prayer and Pledge of Allegiance**

Led by Police Chief Johnny Scearce.

3. **Public Input**

Mayor Rhonda Haight stated the City Council is considering having an ordinance that would limit the parking downtown to three hours and opened the floor up for public input.

- **Limited to two minutes each person for a thirty (30) minute period.**

Audience members Michael Marchbanks, Ann Wheeler, Candace Youngberg, Drew Dillard, Margret Middleton, Jennifer Sullivan, Bill Oyster, Cathy Benson, Niki Kaylor, Jane Whaley, County Commissioner Jamie Hensley, Police Chief Johnny Scearce, Henry Fehrmann, and Susan Catron voiced their concerns on the parking in the downtown area.

Council Member William Whaley arrived at 5:45 pm.

4. **City Council Discussion**

The City Council Members offered their input on the downtown parking issue.

5. **City Council consensus to direst City Administration to Implement Policy**

It was the consensus of the City Council to direct the City Administration to draft ordinance to implement three (3) hour parking limit.

6. **Adjournment**

Mayor Rhonda Haight adjourned the meeting at 6:19 pm.

_____

Mayor, Rhonda Haight

_____

City Clerk, Amy Mintz

_____

Approved

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 5a.

AGENDA ITEM:

AN ORDINANCE TO AMEND CHAPTER 2 ("ADMINISTRATION") ARTICLE III ("DEPARTMENTS, BOARDS AND COMMISSIONS") DIVISION 7 ("CITY PLANNING COMMISSION") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO CHANGE THE MANNER BY WHICH MEMBERS OF THE PLANNING COMMISSION ARE APPOINTED (FIRST READING)

BACKGROUND:

This Ordinance corrects an inconsistency in the terms of members appointed to the City Planning Commission that existed when the City Charter was amended to stagger the terms of City Council members. The Ordinance states at its April 2022 meeting, the City Council shall appoint five members to the Planning Commission as follows: 2 members shall serve a 2 year term expiring on December 21, 2023 or until their successor has been appointed and 3 members shall serve a 4 year term that expires on December 31, 2025 or until their successor has been appointed. Thereafter, members shall service four year terms. At the April 2022 meeting, existing members may continue to serve if duly appointed by the City Council.

RECOMMENDATION:

It is recommended that the City Council enact the attached Ordinance.

ATTACHMENT (S):

Ordinance No. BR2022-04

APPROVED:

Rhonda Haight

Mayor

City Administrator

FIRST READING February 15, 2022

SECOND READING March 15, 2022

PASSED _____

AN ORDINANCE NO. BR2022-04

AN ORDINANCE TO AMEND CHAPTER 2 ("ADMINISTRATION"), ARTICLE III ("DEPARTMENTS, BOARDS AND COMMISSIONS"), DIVISION 7 ("CITY PLANNING COMMISSION") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO CHANGE THE MANNER BY WHICH MEMBERS OF THE PLANNING COMMISSION ARE APPOINTED; TO APPOINT A NEW PLANNING COMMISSION; TO PROVIDE FOR THE TERMS OF THE NEW PLANNING COMMISSION; TO CLARIFY THE QUALIFICATIONS TO SERVE ON THE PLANNING COMMISSION; TO REPEAL CERTAIN INCONSISTENT AND REDUNDANT PROVISIONS IN THE CODE; AND FOR OTHER PURPOSES.

WHEREAS, the City Council of the City of Blue Ridge, Georgia, previously created and established the City Planning Commission;

WHEREAS, the appointment and qualifications of members of the City Planning Commission and the powers and duties of the City Planning Commission are generally set forth in Chapter 2 ("Administration"), Article III ("Departments, Boards and Commissions"), Division 7 ("City Planning Commission") of the Code of the City of Blue Ridge, Georgia; and

WHEREAS, the City Council of the City of Blue Ridge, Georgia, finds that it is in the best interest of the City and its citizens to change the manner by which members of the planning commission are appointed, to appoint a new planning commission, to provide for the terms of the new planning commission, to clarify the qualifications to serve on the planning commission, and to repeal certain inconsistent and redundant provisions in the Code.

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED by the authority of the City Charter and general law, that Chapter 2 ("Administration"), Article III ("Departments, Boards and Commissions"), Division 7 ("City Planning Commission") of the Code of the City of Blue Ridge, Georgia, is hereby amended to read as follows:

SECTION 1. **AMENDMENT TO CHAPTER 2 ("ADMINISTRATION"), ARTICLE III ("DEPARTMENTS, BOARDS AND COMMISSIONS"), DIVISION 7 ("CITY PLANNING COMMISSION")**

Chapter 2 ("Administration"), Article III ("Departments, Boards and Commissions"), Division 7 ("City Planning Commission") is hereby amended to read as follows:

DIVISION 7. CITY PLANNING COMMISSION

Sec. 2-213. Authority for establishment.

The city planning commission, hereinafter referred to as the planning commission, is created and established as authorized by the city Charter, Ga. Const. art. 9, § 2, ¶ IV, O.C.G.A. §§ 36-66-1 et seq., 36-70-1 et seq., and other applicable laws.

(Ord. No. 2018-05-08(1), § 1(31.090), 5-18-2018)

Sec. 2-214. Creation and membership.

The planning commission shall consist of five members who shall be at least 21 years of age, of good moral character and residents of the city or the county. Each member of the planning commission shall be appointed by affirmative and majority vote of the city council as set forth in the city Charter. At its April, 2022 regular meeting, the city council shall appoint five new members to the planning commission, replacing the existing planning commission (although existing members may continue to serve if duly appointed by the city council as set forth herein). Two of the five members shall serve initial two-year terms that expire on December 31, 2023 or until their successor has been appointed. Three of the five members shall serve initial four-year terms that expire on December 31, 2025 or until their successor has been appointed. Thereafter, each member of the planning commission shall serve four-year terms. Vacancies upon the planning commission shall be filled in the same manner as the original appointment for the unexpired term of the member. There shall be no compensation for members of the planning commission, but they shall receive reimbursement of reasonable and necessary expenses incurred in the performance of their duties if the prior approval of such expenses is made by the mayor or the mayor's designee. Any member of the planning commission may also serve upon the board of zoning appeals. Notwithstanding the foregoing regarding the terms of the members of the planning commission, each member serves upon the planning commission at the pleasure of the city council, and the city council shall have the full and complete right to remove any member of the planning commission at any time, for any reason, or for no reason. With the costs paid for by the city, all members shall be required to attend reasonable training regarding their duties while serving on the planning commission.

(Ord. No. 2018-05-08(1), § 1(31.091), 5-18-2018)

Sec. 2-215. Organization; rules of procedure.

The planning commission shall elect its chairperson from among its members who shall serve for one year or until he is re-elected or a successor is elected. The planning commission shall appoint a secretary, who may be an employee of the city. Meetings shall be held regularly each month and at such other times as the planning commission may decide provided, however, no meeting shall be scheduled to begin later than 6:00 p.m. The meetings may be cancelled by the mayor or the chairperson if there are not matters to be acted upon by the planning commission.

The planning commission shall keep minutes of its proceedings, showing the vote of each member upon each question before it, absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the zoning administrator and shall be a public record. Subject to approval by the city attorney, the planning commission may adopt bylaws or its own rules of procedure, but said rules of procedure shall comply with the requirements of state law regarding zoning matters as set forth at O.C.G.A. § 36-66-1 et seq. Meetings of the planning commission shall comply with the Open Meetings Act under state law. Three members of the planning commission shall constitute a quorum. A majority of the quorum present in a meeting of the planning commission may take action on any matter before it. A voting decision resulting in a tie vote shall cause the matter to be forwarded to the mayor and city council as a finding of no recommendation and shall not be a recommendation of denial or approval.

(Ord. No. 2018-05-08(1), § 1(13.092), 5-18-2018; Ord. No. 2018-09-11(3), § 1, 9-11-2018)

Sec. 2-216. Staff and finances.

The mayor and council shall provide such staff and finances as the mayor and council deem necessary for the orderly operation of the planning commission. The staff provided for the planning commission may be the same consultants and employees provided for the zoning board of appeals and which regularly handle the administrative matters regarding zoning for the city.

(Ord. No. 2018-05-08(1), § 1(13.093), 5-18-2018)

Sec. 2-217. Powers and duties.

The planning commission shall have all the powers, duties and responsibilities to hold hearings and issue recommendations as set forth in section 140-667, and consistent with Ga. Const. art. 9, § 2, ¶ IV, O.C.G.A. §§ 36-66-1 et seq., 36-70-1 et seq., and other applicable laws.

(Ord. No. 2018-05-08(1), § 1(13.094), 5-18-2018)

Sec. 2-218. Qualifications of members.

No member of the planning commission shall serve as a member of the city council, or hold any office or employment with the city.

(Ord. No. 09-11-10-01, § 2, 11-10-2009)

Sec. 2-219. Conflicts of interest.

If any member of the planning commission shall find that his private or personal interests are involved in the matter coming before the planning commission, he shall disqualify himself from all participation in that matter. No member of the planning commission shall appear before the planning commission or the city council as an agent or attorney, unless the matter involves property owned by the member.

(Ord. No. 09-11-10-01, § 7, 11-10-2009)

Sec. 2-220. Functions.

The planning commission shall have the following functions:

(1) Review the zoning ordinance to make recommendations to the city council for text amendments where appropriate. Make recommendations regarding planning and zoning goals and objectives to the city council for implementation, and also recommendations regarding the enforcement of the zoning ordinance.

(2) Conduct meetings and public hearings to review proposed amendments to the zoning ordinance or the zoning map, or both, in order to make recommendations to the city council on text amendments to the zoning ordinance, rezoning applications, zoning applications involved in annexations, special use permits, variances, and other matters that arise under the zoning ordinance. No action by the planning commission shall constitute a final action on zoning decisions, and the planning commission shall only make recommendations to the city council. As provided herein, the city council shall take final action regarding zoning decisions, typically after a recommendation by the planning commission, but in the event of a lack of a quorum on the planning commission or a tie vote by the planning commission, the city council may take final action regarding zoning decisions without a recommendation by the planning commission.

(3) Following state law regarding zoning matters, conduct all public hearings on zoning matters, unless the planning commission lacks a quorum or refuses to hold a public hearing, and in which event the city council may conduct the zoning hearing following the procedures of state law regarding zoning matters. The planning commission, unless it lacks a quorum or has a tie vote, shall submit a recommendation as to each planning and/or zoning matter to the city council.

(4) Perform such other functions and duties as prescribed by the city council relative to planning and/or zoning and as established by the city council from time to time.

(Ord. No. 09-11-10-01, § 8, 11-10-2009)

Secs. 2-221—2-252. Reserved.

SECTION 2. <u>SEVERABILITY.</u>

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this ordinance

shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 3. **REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.**

All parts of prior ordinances, in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance, or any provision of any ordinance, or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof, and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

SECTION 4. **EFFECTIVE DATE.**

The effective date of this ordinance shall be upon its passage by the City Council.

SO ORDAINED this _____ day of _____, 2022.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Attest:

_____
Amy Mintz, City Clerk

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 5b.

AGENDA ITEM:

AN ORDINANCE TO AMEND CHAPTER 10 ("BUSINESS REGULATIONS"), ARTICLE V ("SHORT-TERM VACATION RENTALS"), SEC.10-198 ('EFFECTIVE DATE; TOLLING; SPECIAL LAND USE PERMIT; NONCONFORMING GRANDFATHERED USE") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO ELIMINATE THE USE OF SPECIAL LAND USE PERMITS FOR SHORT-TERM VACATION RENTALS AND FOR OTHER PURPOSES. (FIRST READING)

BACKGROUND:

This Ordinance eliminates the use of special land use permits for short term rentals based on the grace period having expired that owners of property used for short-term vacation rentals but not zoned for commercial use could apply for either a rezoning to a commercial category or a special land use permit to continue the use the property for a short-term vacation rental.

RECOMMENDATION:

It is recommended that the City Council enact the attached Ordinance.

ATTACHMENT (S):

Ordinance No. BR2022-05

APPROVED:

Brenda Haight

Mayor

City Administrator

FIRST READING February 15, 2022

SECOND READING March 15, 2022

PASSED _____

AN ORDINANCE NO. BR2022-05

AN ORDINANCE TO AMEND CHAPTER 10 ("BUSINESS REGULATIONS"), ARTICLE V ("SHORT-TERM VACATION RENTALS"), SEC. 10-198 ("EFFECTIVE DATE; TOLLING; SPECIAL LAND USE PERMIT; NONCONFORMING GRANDFATHERED USE") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA TO ELIMINATE THE USE OF SPECIAL LAND USE PERMITS FOR SHORT-TERM VACATION RENTALS AND FOR OTHER PURPOSES.

WHEREAS, on or about July 9, 2019, the City Council of the City of Blue Ridge, Georgia, adopted the "City of Blue Ridge Short-Term Vacation Rental Ordinance," which is now codified at Sec. 10-191 through Sec. 10-198 of the Code of the City of Blue Ridge, Georgia;

WHEREAS, the City of Blue Ridge Short-Term Vacation Rental Ordinance limits short-term vacation rentals to properties zoned for commercial use and requires eligible property owners to obtain a short-term vacation rental certificate;

WHEREAS, as initially adopted, the City of Blue Ridge Short-Term Vacation Rental Ordinance contained a 30-day "grace period," whereby owners of property used for short-term vacation rentals but not zoned for commercial use could apply for either a rezoning to a commercial category or a special land use permit and continue to use the property for short-term vacation rentals;

WHEREAS, the 30-day grace period having since expired, the City Council of the City of Blue Ridge, Georgia, finds that it is in the best interest of the City and its citizens to eliminate the use of special land use permits for short-term vacation rentals.

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED by the authority of the City Charter and general law, that Chapter 10 ("Business Regulations"), Article V ("Short-Term Vacation Rentals"), Sec. 10-198 ("Effective date; tolling; special land use permit; nonconforming grandfathered use") of the Code of the City of Blue Ridge, Georgia, is hereby amended to read as follows:

SECTION 1. **ARTICLE V ("SHORT-TERM VACATION RENTALS"), SEC. 10-198 ("EFFECTIVE DATE; TOLLING; SPECIAL LAND USE PERMIT; NONCONFORMING GRANDFATHERED USE")**

Chapter 10 ("Business Regulations"), Article V ("Short-Term Vacation Rentals"), Sec. 10-198 ("Effective date; tolling; special land use permit; nonconforming grandfathered use") is hereby amended to read as follows:

Sec. 10-198. Effective date; tolling; special land use permit; nonconforming grandfathered use.

(a) The effective date of the ordinance from which this article is derived shall be immediately upon its passage by the city council and execution by the mayor or upon 15 days expiring from the date of its passage without a veto of said ordinance by the mayor as set forth in the city Charter at section 3.23(b).

(b) A holder of any existing special land use permit permitting short term rentals on property that is not within a category eligible for the issuance of a short term rental certificate may be subject to suspension or revocation via a show-cause hearing conducted by the city council if the owner/property owner/operator is found in violation of any local, state or federal laws, regulations or ordinance regulating such business or the violation any of the city council's stipulations of the special land use permit. The city shall be authorized to conduct a show-cause hearing if the violations are not corrected within ten days of official notification provided by the city, and/or are habitual in nature, and/or endanger the public health, safety and welfare.

(c) In the event an owner or the owner's agent is currently operating a short-term rental upon property which is not within a category eligible for the issuance of a short-term rental certificate and has been paying the monthly hotel/motel tax as required by law, said operation shall be considered to be grandfathered and allowed to continue operation until there is a change in ownership of said property. However, all other terms and conditions of this article shall apply to any grandfathered short-term rental located on property zoned a category other than a commercial category set forth in this article.

SECTION 2. SEVERABILITY.

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES TO THE EXTENT OF THE CONFLICT.

All parts of prior ordinances, in conflict with the terms of this ordinance are hereby repealed to the extent of the conflict; but it is hereby provided, that any ordinance, or any provision of any ordinance, or law which may be applicable hereto and aid in carrying out and making effective the intent, purpose and provisions hereof, is hereby adopted as a part hereof, and shall be legally construed to be in favor of upholding this ordinance on behalf of the City of Blue Ridge, Georgia.

SECTION 4. **EFFECTIVE DATE.**

The effective date of this ordinance shall be upon its passage by the City Council.

SO ORDAINED this _____ day of _____ 2022.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Attest:

_____
Amy Mintz, City Clerk

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 5c.

AGENDA ITEM:

AN ORDINANCE TO AMEND CHAPTER 22 ("TRAFFIC CODE"), ARTICLE II ("PARKING SCHEDULES") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA BY REPEALING AND REPLACING, IN ITS ENTIRETY, SECTION 22-51 ("RESTRICTED PARKING"); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

BACKGROUND:

Based on the consensus reached at their Workshop Meeting of March 1, 2022, The City Council directed the Administration to replace the current City Code Section 22-51 with a new Ordinance limiting parking in the downtown area to 3 hours. Attached is the Ordinance prepared by the City Attorney. In terms of implementation of the Ordinance, the following is planned:

- For the first 30 days, the Police would issue warnings
- The parking map indicating business/owner and employee parking as well as private and City parking lots, would be made available to the Train representatives, Chamber of Commerce, all downtown businesses, City website and social media.

RECOMMENDATION:

It is recommended that the City Council enact the attached Ordinance.

ATTACHMENT (S):

Ordinance No. BR2022-10

Parking Key Map

APPROVED:

Chonda Haight

Mayor

City Administrator

FIRST READING March 15, 2022

SECOND READING_____

PASSED _____

AN ORDINANCE NO. BR2022-10

AN ORDINANCE TO AMEND CHAPTER 22 ("TRAFFIC CODE"), ARTICLE II ("PARKING SCHEDULES") OF THE CODE OF THE CITY OF BLUE RIDGE, GEORGIA BY REPEALING AND REPLACING, IN ITS ENTIRETY, SECTION 22-51 ("RESTRICTED PARKING"); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Chapter 22 ("Traffic Code"), Article II ("Parking Schedules"), Sec. 22-51 ("Restricted Parking") of the Code of the City of Blue Ridge, Georgia currently limits to two hours parking in certain designated areas within the City of Blue Ridge, Georgia (the "City"); and

WHEREAS, parking availability has been a significant problem in the downtown business district for many years; and

WHEREAS, the City Council recently conducted a public meeting, during which the City Council heard from a number of citizens, businesses, property owners, and other stakeholders regarding the parking problem in the downtown business district; and

WHEREAS, as a result of the input it has received, the City Council of the City of Blue Ridge, Georgia, finds it in the public interest to amend Chapter 22 ("Traffic Code"), Article II ("Parking Schedules") of the Code of the City of Blue Ridge, Georgia by repealing and replacing, in its entirety, Sec. 22-51 ("Restricted Parking").

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED by the authority of the City Charter and general law, that Chapter 22 ("Traffic Code"), Article II ("Parking Schedules") of the Code of the City of Blue Ridge, Georgia be amended by repealing and replacing, in its entirety, Sec. 22-51 ("Restricted Parking") as follows:

SECTION 1. **AMENDMENT TO CHAPTER 22 ("TRAFFIC CODE"), ARTICLE II ("PARKING SCHEDULES"), SEC. 22-51 ("RESTRICTED PARKING")**

Chapter 22 ("Traffic Code"), Article II ("Parking Schedules") of the Code of the City of Blue Ridge, Georgia is hereby amended by repealing and replacing, in its entirety, Sec. 22-51 ("Restricted Parking") as follows

ARTICLE II. PARKING SCHEDULES

Sec. 22-51. Restricted parking.

(a) No person shall park a motor vehicle on any sidewalk or street within the city in any zone or area posted by a sign as prohibited parking or in violation of any sign posted within the city that sets forth parking prohibitions or restrictions.

(b) No vehicle shall be parked within 15 feet of any fire plug or intersection in the city.

(c) There shall be a three (3) hour parking limit between the hours of 8:00 a.m. and 5:00 p.m. each day within the downtown business district, more specially described as the parking areas on (i) East Main Street between Church Street and Mountain Street and (ii)West Main Street between Depot Street and Mountain Street.

(d) The mayor or the mayor's designee shall arrange to have posted parking time limit signs for each specific street outlined in subsection (c) above, and signs designating areas for free parking for business owners and employees, giving notice thereof.

(e) The city police department is authorized to enforce this section. The first violation of this section shall be punished by a fine of $50.00, the second violation shall be punished by a fine of $100.00, and each violation thereafter shall be punished by a fine of $250.00, provided however that no violation of the parking time limits shall be punished unless the signs in subsection (d) have been installed at the time of the alleged violation.

SECTION 2. **SEVERABILITY.**

If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this ordinance shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this ordinance as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to effect the portions of this ordinance not so held to be invalid, or the application of this ordinance to other circumstances not so held to be invalid. It is hereby declared to be the intent of the City Council of the City of Blue Ridge to provide for separate and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

SECTION 3. **EFFECTIVE DATE.**

The effective date of this ordinance shall be upon its passage by the City Council.

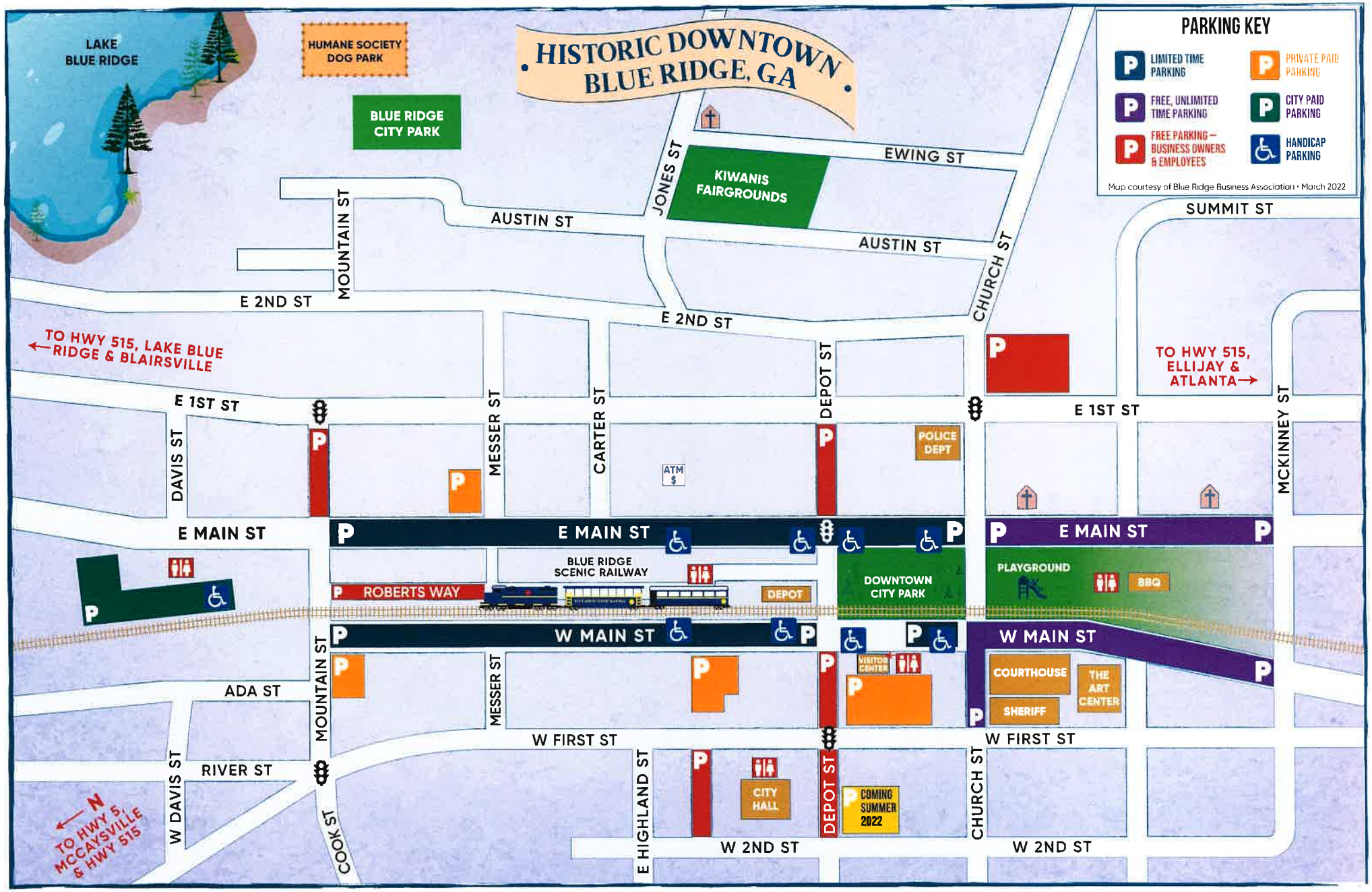
SO ORDAINED this 15th day of March, 2022.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Attest:

_____
Amy Mintz, City Clerk


HISTORIC DOWNTOWN BLUE RIDGE, GA
PARKING KEY
LIMITED TIME PARKING
PRIVATE PAID PARKING
FREE, UNLIMITED TIME PARKING
CITY PAID PARKING
FREE PARKING – BUSINESS OWNERS & EMPLOYEES
HANDICAP PARKING
Map courtesy of Blue Ridge Business Association • March 2022
LAKE BLUE RIDGE
HUMANE SOCIETY DOG PARK
BLUE RIDGE CITY PARK
KIWANIS FAIRGROUNDS
EWING ST
JONES ST
AUSTIN ST
AUSTIN ST
MOUNTAIN ST
CHURCH ST
SUMMIT ST
E 2ND ST
E 2ND ST
TO HWY 515, LAKE BLUE RIDGE & BLAIRSVILLE
TO HWY 515, ELLIJAY & ATLANTA
E 1ST ST
E 1ST ST
DAVIS ST
MESSER ST
CARTER ST
DEPOT ST
MCKINNEY ST
ATM $
POLICE DEPT
E MAIN ST
E MAIN ST
E MAIN ST
BLUE RIDGE SCENIC RAILWAY
ROBERTS WAY
DEPOT
DOWNTOWN CITY PARK
PLAYGROUND
BBQ
W MAIN ST
W MAIN ST
VISITOR CENTER
COURTHOUSE
THE ART CENTER
SHERIFF
ADA ST
MOUNTAIN ST
MESSER ST
W FIRST ST
W FIRST ST
RIVER ST
W DAVIS ST
COOK ST
E HIGHLAND ST
CITY HALL
DEPOT ST
COMING SUMMER 2022
CHURCH ST
W 2ND ST
W 2ND ST
N
TO HWY 5, MCCAYSVILLE & HWY 515

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 5d

AGENDA ITEM:

AN ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA, ESTABLISHING GENERAL PURCHASING REGULATIONS PURSUANT TO CITY CHARTER SECTION 6.31 ("PURCHASING"); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND:

The goal of the City's purchasing function should be to promote the City's best interest through planning, evaluation and selection of qualified vendors in order to obtain cost effective and efficient goods and services to maximize the value of public funds. The purchasing system, in order to ensure the timely acquisition of goods and services to respond to the needs of the residents, business community and the City organization's needs should be centralized, streamlined and utilize best practices. Attached is the proposed Purchasing Ordinance which addresses the goals discussed above and would replace existing policies.
The major points of the Ordinance are as follows:

Guidelines

- Purchases not greater than $5,000 do not require City Council approval or competitive bidding.
- Purchases of more than $5,000 but less than $75,000 do not require city Council approval or competitive bidding, provided 2 written quotes are obtained.
- Purchases of more than $75,000 require City Council approval and formal competitive sealed bids.

Exemptions for formal Competitive Bids

- Sole Source
- Professional Services less $35,000.
- Emergencies
- Impracticability

Preferences to Local Businesses

Businesses located in the City of Blue Ridge who reply to formal competitive sealed bid requests by the City shall receive a preference bonus of 10% or 10 points during the tabulation of the bid proposals.

Non-Budgeted Purchases

When a department head determines the necessity to purchase a non-budgeted operating or capital item they must justify this need to the City Administrator. If the purchase is deemed necessary by the City Administrator, he shall seek City Council approval at a regular meeting.

Overall, the Ordinance provides the guidelines and tools to insure an efficient and practical purchasing system to procure goods and services on behalf of the City. The City Attorney assisted in the preparation of this Ordinance.

RECOMMENDATION:

It is recommended that the City Council enact the attached Ordinance.

ATTACHMENT (S):

Ordinance No. BR2022-11

APPROVED:

Rhonda Haight

Mayor

City Administrator

FIRST READING: March 15, 2022
SECOND READING: _____
PASSED: _____

AN ORDINANCE NO. BR 2022-11

AN ORDINANCE OF THE CITY OF BLUE RIDGE, GEORGIA, ESTABLISHING GENERAL PURCHASING REGULATIONS PURSUANT TO CITY CHARTER SECTION 6.31 ("PURCHASING"); PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 6.31 ("Purchasing") of the City Charter provides that "[t]he city council shall by ordinance prescribe procedures for a system of centralized purchasing for the city;" and

WHEREAS, it is desirable to enact purchasing regulations to implement Section 6.31 of the City Charter to establish standards for the acquisition of materials, equipment, supplies, and services used by all departments of the City.

NOW, THEREFORE, BE IT ORDAINED, AND IT IS HEREBY ORDAINED by the City Council of the City of Blue Ridge, Georgia, as follows:

Section 1. Pursuant to City Charter Section 6.31, the following General Purchasing Regulations are hereby established for the City of Blue Ridge:

A. Centralized Purchasing. The City hereby establishes a centralized purchasing system where all City purchases will be coordinated by the City Administrator subject to the regulations outlined herein. The City Administrator shall supervise and have full authority to approve or disapprove purchases by all departments subject to the provisions of this Ordinance and shall be responsible for enforcing purchasing procedures. The City Administrator shall issue rules governing purchasing procedures as he deems necessary from time to time. Purchases shall not be split or divided to avoid established purchasing

limits. It is the responsibility of the department heads and the City Administrator to ensure all purchases are consistent with and support the current approved budget prior to committing funds.

B. Guidelines for Purchases.

(i) Purchases not greater than $5,000. Purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is not greater than $5,000 may be made or entered into by the City Administrator without competitive bidding and without City Council approval.

(ii). Purchases of more than $5,000 but less than $75,000. Unless otherwise required by state law, purchases of or contracts for materials, supplies, equipment, improvements, or services where the total amount expended is in excess of $5,000, but which is less than $75,000, may be made or entered into by the City Administrator without competitive bidding and without City Council approval, provided two written quotes are obtained from individual vendors.

(iii) Purchases of more than $75,000 or more. Unless otherwise required by state law, any purchase in excess of $75,000 shall be approved/awarded by the City Council in a regular or special meeting, unless it is made under a Fannin County, state, federal G.S.A. negotiated contract purchasing system, or pursuant to O.C.G.A. § 36-69A-4, as may be amended from time to time. Such purchases shall require formal competitive sealed bids, which shall be advertised in the county organ. However, any public works construction contract in excess of $100,000 governed by O.C.G.A. § 36-91-1 et seq. shall be advertised both in the Georgia Procurement Registry as prescribed by O.C.G.A. § 50-5-69(b), as may be amended from time to time,

and be advertised in the county organ prior to the date and the time of public bid opening, in accordance with state law. Notice of bids shall be advertised twice in the local newspaper. Said notices shall appear in consecutive weeks. The City shall post all bid advertisements on the City's website and shall make an effort to distribute the bid ads directly to prospective bidders to encourage competition within the process. The City Council shall have the right to accept or reject any or all bids or take whatever action they deem necessary which is in the best interest of the City. The low bid is not necessarily the winning bid; the City may take into consideration other factors such as, but not limited to, history working with bidder, time of execution of bid, or other factors that the City Council approve which are in the best interest of the City.

C. Exemptions from competitive formal bidding. The following exemptions from competitive formal bidding are hereby established:

(i) Sole Source. Supplies, equipment or services available from a sole source may be exempted from the bidding requirements of this Ordinance by the City Administrator, upon the filing of a written request by a department head to the City Administrator outlining the conditions and circumstances involved.

(ii) Professional Services. Contracts for professional services involving particular knowledge, such as those engaging the services of attorneys, auditors, or architects, are not subject to formal bidding requirements. However, for contracts that may exceed $ 35,000, the City may issue a request for proposals/qualifications or, if approved by the City Council, may waive this requirement and negotiate directly in the best interests of the City.

(iii) Emergencies. The City Administrator may make or authorize others to make emergency procurement of supplies, services, or construction items when there exists a threat to public health, welfare, safety or breakdowns of equipment that may cause serious curtailment of services to residents; provided that such emergency procurement shall be made with such competition as is practicable under the circumstances. The City Administrator shall provide information to the Mayor and City Council on any emergency procurement as soon as practical, or in no case later than the next regularly scheduled City Council meeting after the emergency procurement has been authorized.

(iv) Impracticability. Under circumstances where competitive bidding is impracticable, including, but not limited to, situations where time constraints do not permit the preparation of clearly drawn specifications or situations where, after competitive bidding, no bids meeting bid requirements are received, all compliant bids received are too high, or all bids are rejected for failure to meet bid requirements (i.e. bids are noncompliant).

D. Preference to Local Businesses for Formal Competitively Bid Purchases. Businesses located in the City of Blue Ridge who reply to formal competitive sealed bid requests by the City shall receive a preference bonus of 10% or 10 points during the tabulation of the bid proposals. If a local preference is to be employed as provided for by this section, the invitation for bid documents shall clearly set forth such local preference requirements.

Proof of a City of Blue Ridge Business License shall be submitted with the bid to be eligible for the Local Business preference.

E. Non – Budgeted Purchases. It is understood that every event cannot be foreseen, but the City also understands that the budget is the basis for the City's financial actions for each respective fiscal year. As such, non-budgeted purchases should be kept at a bare minimum and need to undergo the closest scrutiny to determine how necessary each non-budgeted purchase may be. When a department head determines the necessity to purchase a non-budgeted operating or capital item he must justify this need to the City Administrator. If the purchase is deemed necessary by the City Administrator, he shall seek City Council approval at a regular meeting.

Section 2. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 3. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

SO ORDAINED this _____ day of _____, 2022.

BLUE RIDGE CITY COUNCIL

By: _____
Mayor

Attest:

_____

Amy Mintz, City Clerk

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 6a

AGENDA ITEM:

Motion to approve an invoice in the amount of $66,800 to Brannen Ford for two (2) 2022 Ford Explorers as included in the 2022 Budget.

BACKGROUND:

The Police Department's Budget for 2022 contained the purchase of 2 police patrol vehicles. The purchase of the vehicles will allow the Police Department to establish a pool car system to utilize when vehicles are down. High mileage vehicles will be rotated to the pool.

RECOMMENDATION:

It is recommended that the City Council adopt the Motion to approve.

ATTACHMENT (S):

Brannen Invoice

APPROVED:

Chanda Haight

Mayor

City Administrator

BRANNEN UNADILLA, GA

1080 2nd Street
PO Box 746
Unadilla, GA 31091
P: (478) 627-3221 F: (478) 627-9550
www.brannenmotorcompany.com

LIENHOLDER: N/A

DATE 02/04/2022

SOLD TO: CITY OF BLUE RIDGE

ADDRESS 480 W FIRST ST
BLUE RIDGE GA 30513

DEAL #: 3045

INVOICE NO. F2369

CUST. NO.	STOCK NO	YEAR MAKE	MODEL	NEW OR USED	SERIAL NO.	KEY	SALESMAN
11706	F2369	2022 FORD	EXPLORER	NEW	1FM5K8AB9NGA25262	0706X	BOBBY REED

INSURANCE COVERAGE INCLUDES

FIRE AND THEFT
COLLISION AMT. DEDUCT.
PUBLIC LIABILITY • AMT.
PROPERTY DAMAGE • AMT.

OPTIONAL EQUIPMENT AND ACCESSORIES

GROUP	DESCRIPTION	PRICE

DISCLAIMER OF WARRANTIES

THE SELLER. BRANNEN MOTOR COMPANY, HEREBY EXPRESSLY DSCLAIMS ALL WARRANTIES. EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILIW OR FINESS FOR A PARTICULAR PURPOSE. AND BRANNEN MOTOR COMPANY NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR ANY LIABILITY CONNECTION WITH SALE OF THE VEHICLE.

PURCHASER'S SIGNATURE

PRICE OF CAR	33400.00
FREIGHT AND HANDLING	
OPTIONAL EQUIP. ACCESS.	0.00
	0.00
	0.00
	0.00
N/A	0.00
TAVT	0.00
LICENSE AND TITLE	0.00
TOTAL CASH PRICE	33400.00
FINANCING	N/A
INSURANCE	0.00
TOTAL TIME PRICE	33400.00
SETTLEMENT:	
DEPOSIT	N/A
CASH ON DELIVERY	
USED CAR: •	
TYPE	
SERIAL NO,	
ENGINE NO.	
PAYMENTS.	
TOTAL	33400.00

ALWAYS SHOW SERIAL, ENGINE AND KEY NUMBERS

ESTIMATED DELIVERY DATE: 02/04/2022

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 6b

AGENDA ITEM:

Resolution authorizing the Mayor to execute the Inmate and Housing Agreement between the City and Fannin County Sheriff's Office.

BACKGROUND:

The City's Police Department utilizes the Fannin County Sheriff's Office for inmate booking and housing. The cost to the city is $35.00 when the inmate is incarcerated for less than 24 hours and $45.00per day when an inmate is incarcerated for more than 24 hours.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing the Mayor to execute the Inmate and Housing Agreement.

ATTACHMENT (S):

Resolution and Agreement

APPROVED:

Chonda Knight

Mayor

City Administrator

RESOLUTION NO. BR2022-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLUE RIDGE, GEORGIA AUTHORIZING THE MAYOR ON THE CITY'S BEHALF TO EXECUTE THE ATTACHED INMATE BOOKING AND HOUSING AGREEMENT BETWEEN THE CITY AND FANNIN COUNTY SHERIFF'S OFFICE 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 Inmate Booking and Housing Agreement between the City and the Fannin County Sheriff's Office.

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

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

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

PASSED AND ADOPTED this 15 day of March, 2022.

_____
RHONDA HAIGHT, MAYOR

ATTEST:

_____
AMY MINTZ
CITY CLERK

am

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 6c

AGENDA ITEM:

Resolution authorizing the Mayor to execute the Loan Agreement between the City and Georgia Environmental Finance Authority (GEFA) in the amount of $5,000,000.

BACKGROUND:

In July 2020, the City Council approved a GEFA loan to upgrade the City's Wastewater Treatment Plant. The loan was to be repaid utilizing user fees in the Utility Fund. Recently, it came to our attention that the actual loan agreement was not approved by a Resolution of the City Council which was a requirement of the loan documents. Therefore, the City Attorney has advised in order to process the loan documents, a Resolution authorizing the Mayor to execute the documents be approved by the City Council.

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing the Mayor to execute the Loan Agreement between the City and Georgia Environmental Finance Authority (GRFA) in the amount of $5,000,000.

ATTACHMENT (S):

Resolution and Agreement

APPROVED:

Mayor

City Administrator

RESOLUTION NO. BR2022-08

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE, STATE OF GEORGIA, TO APPROVE THAT CERTAIN MODIFICATION TO THE DECEMBER 3, 2020 LOAN FROM THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN THE ORIGINAL AMOUNT OF $5,000,000

WHEREAS, the City of Blue Ridge, Georgia (hereinafter "Borrower") has borrowed **$5,000,000** from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **DECEMBER 3, 2020,** between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **AUGUST 11, 2020,** of the Borrower; and

WHEREAS, the Borrower and the Lender have determined to amend and modify the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented at this meeting.

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

BE IT FURTHER RESOLVED by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, any related documents necessary to the consummation of the transactions contemplated by the Modification:

Rhonda Haight	Mayor
Amy Mintz	City Clerk

ADOPTED this 15th day of March, 2022.

MAYOR AND CITY COUNCIL OF BLUE RIDGE

Mayor, City of Blue Ridge	Clerk, City of Blue Ridge

City of Blue Ridge

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

discussion of the Council, it was decided that Council Member Mike Panter would draft a policy to be approved by the Council which would be forwarded to City Attorney James Balli to put into ordinance form.

22) GEFA Loan No. CW2016012 Deferral Modification—KL:
Finance Director, Alicia Stewart explained that item no. 22-25 were loan deferrals that would defer payment until December 2020.

23) GEFA Loan No. DW16007 Deferral Modification—KL:
See above.

24) GEFA Loan No. DW2016036 Deferral Modification—KL:
See above.

25) GEFA Loan No. DW2017017 Deferral Modification—KL:
See above.

26) GEFA Loan No. CW2020018—RH:
Utility Director, Rebecca Harkins discussed the GEFA Loan and that it was for upgrades of the Wastewater Treatment Plant, to include a new belt press, upgrades on the electrical and computer system. She explained that it was necessary to do these upgrades because the plant is 20 years old and the City would benefit from live date the new system would provide. She explained that the age of the plant provided difficulty ordering replacement parts. She continued to discuss the temperature issues that this upgrade would address as well as obtaining a dryer for the solids and an automated bar screen. The Council discussed looking into implementing impact fees in order to help pay for future upgrades such as this.

open

27) City Hall Building Long Term Strategic Plan—MP:
Council Member Mike Panter discussed the CSC Design, Inc. proposal which will allow CSC to design a future plan for the existing building to better utilize the office and space and parking.

28) Personal Property/Homes Clean Up Ordinance—MP:
Council Member Mike Panter discussed the derelict property ordinance and explained that the City is still having problems. They asked City Clerk Kelsey Ledford to resend the ordinance to the elected officials to review.

Loan/Project No. **CW2020018**
Catalog of Federal Domestic Assistance (CFDA): # 66.458

CLEAN 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

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Loan/Project No. CW2020018

MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS MODIFICAT **DO NOT DATE THIS PAGE** **TE AND LOAN AGREEMENT** (this "**Modification**") dated _____, 20____, by and between **CITY OF BLUE RIDGE** lic body corporate and politic (the "Borrower"), and the **CLE LVING FUND, ADMINISTERED BY GEORGIA ENVIRONME RITY**, a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **DECEMBER 3, 2020**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **AUGUST 11, 2020**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

Statement of Terms

1. Amendments of Note - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended as follows:

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) **APRIL 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 NINETY-NINE (299)** 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 **25** years from the Amortization Commencement Date (the **"Maturity Date"**).

2. Amendments of Loan Agreement - Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **APRIL 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 **$5,000,000** 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."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

3. No Other Waivers or Amendments - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

4. Representations and Warranties - To induce the Lender to enter into this Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Modification, and this Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

5. Conditions Precedent to Effectiveness of this Modification - The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

6. Counterparts - This Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be duly executed and delivered as of the date specified at the beginning hereof

CITY OF BLUE RIDGE

Signature: Rhonda Haight ~~Donna Whitener~~

Print Name: Rhonda Haight ~~Donna Whitener~~

Title: Mayor

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

Approved as to form:

By: _____

Borrower's Attorney

CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2020018**

The project consists of rehabilitating the Water Pollution Control Plant (WPCP) and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2020018**

ITEM	TOTAL	CWSRF
Construction	$4,110,000	$4,110,000
Contingency	400,000	400,000
Engineering & Inspection	490,000	490,000
Administrative/Legal	0	0
TOTAL	**$5,000,000**	**$5,000,000**

*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: **CW2020018**

ACTION	DATE
Plans & Specs Submitted to EPD	APRIL 2020
Bid Opening	JULY 2020
Notice to Proceed	AUGUST 2020
Completion of Construction	DECEMBER 2023

City Council Meeting Agenda Submittal

MEETING DATE: 3/15/2022

AGENDA NO: 6d

AGENDA ITEM:

Resolution authorizing the Mayor to execute the Loan Agreement between the City and Georgia Environmental Finance Authority (GEFA) in the amount of $3,500,000.

BACKGROUND:

In August 2021, the City Council approved a Task Release with the City Engineer to upgrade various sewer lift stations in the City. A GEFA loan was utilized to fund the improvements in the amount of $3,500,000. The loan was to be repaid utilizing user fees in the Utility Fund. Recently, it came to our attention that the actual loan agreement was not approved by a Resolution of the City Council which was a requirement of the loan documents. Therefore, the City Attorney has advised in order to process the loan documents, a Resolution authorizing the Mayor to execute the documents be approved by the City Council

RECOMMENDATION:

It is recommended that the City Council adopt the attached Resolution authorizing the Mayor to execute the Loan Agreement between the City and Georgia Environmental Finance Authority (GRFA) in the amount of $3,500,000.

ATTACHMENT (S):

Resolution and Agreement

APPROVED:

Chanda Haight

Mayor

City Administrator

RESOLUTION NO. BR2022-09

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BLUE RIDGE, STATE OF GEORGIA, TO ENTER INTO A LOAN AGREEMENT WITH THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY IN AN AMOUNT NOT TO EXCEED $3,500,000

WHEREAS, the governing body of the City of Blue Ridge, Georgia (the "Borrower") has determined to borrow an amount not to exceed **$3,500,000** from the **CLEAN 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 15th day of March, 2022.

MAYOR AND CITY COUNCIL OF BLUE RIDGE

Mayor, City of Blue Ridge	Clerk, City of Blue Ridge

City of Blue Ridge

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

2. The tax will be a flat fee and not based on the number of employees
3. Bills will be mailed out on October 15, Due January 1 and become delinquent as of January 2
4. A late fee of $50.00 will be accrued on a monthly basis
5. If not paid by October 1 then a civil fine of $500.00 is to be imposed
6. If not paid by December 15 then water service is disconnected

Council Member Nathan Fitts seconded the motion. The Council voted 5-0. Motion carried.

20) GEFA Loan No. CW2016012 Deferral Modification:
Council Member Nathan Fitts made a motion to approve GEFA Loan No. CW2016012 Deferral Modification (attached). Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

21) GEFA Loan No. DW16007 Deferral Modification:
Council Member Nathan Fitts made a motion to approve GEFA Loan No. DW16007 Deferral Modification (attached). Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

22) GEFA Loan No. DW2016036 Deferral Modification:
Council Member Nathan Fitts made a motion to approve GEFA Loan No. DW2016036 Deferral Modification (attached). Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

23) GEFA Loan No. DW2017017 Deferral Modification:
Council Member Nathan Fitts made a motion to approve GEFA Loan No. DW2017017 (attached). Council Member Mike Panter seconded the motion. The Council voted 5-0. Motion carried.

24) GEFA Loan No. CW2020018:
Council Member Nathan Fitts made a motion to approve GEFA Loan No. CW2020018 (attached). Council Member Rhonda Haight seconded the motion. The Council voted 5-0. Motion carried.

Loan/Project No. **CW2021037**
Catalog of Federal Domestic Assistance (CFDA): # 66.458

CLEAN 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

DO NOT DATE THIS PAGE

This **LOAN AGREEMENT** (t _____, 20____, by and between **CITY OF BL** lic body corporate and politic (the **"Borrower"**), whose addre eement shall be **480 W FIRST ST, BLUE RIDGE, GA 30513** **STATE REVOLVING FUND, ADMINISTERED BY GEORGI** **ANCE AUTHORITY**, a Georgia public corporation (the **"Le** for purposes of this Agreement shall be 233 Peachtree St ...achtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. <u>Background</u> - The Lender desires to loan to the Borrower **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($3,500,000)** from the **CLEAN 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. <u>Loan</u> - 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) **MAY 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$3,500,000** 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. <u>Note</u> - 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 percent (1%) 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) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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 **JULY 24, 2022**. 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:

By: _____
Borrower's Attorney

Signature: Rhonda Haight

Print Name: Rhonda Haight

Title: Mayor

(SEAL)

Attest Signature: _____

Print Name: Christina Martinez

Title: Tax Clerk

Please Note:
Attester must be t
he same as
attester on
Resolution

CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature: _____
Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2021037**

This project will upgrade the sewer system, wastewater treatment plant, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2021037**

ITEM	TOTAL	CWSRF
Construction	$2,800,000	$2,800,000
Contingency	280,000	280,000
Engineering & Inspection	375,000	375,000
Administrative/Legal	45,000	45,000
TOTAL	**$3,500,000**	**$3,500,000**

*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: **CW2021037**

ACTION	DATE
Plans & Specs Submitted to EPD	JANUARY 2022
Bid Opening	MARCH 2022
Notice to Proceed	MAY 2022
Completion of Construction	JANUARY 2023

SPECIMEN PROMISSORY NOTE

$3,500,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **CLEAN 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 MILLION FIVE HUNDRED THOUSANDS DOLLARS AND ZERO CENTS ($3,500,000)**, 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 **ZERO AND 24/100 PERCENT (0.24%),** (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) **MAY 1, 2023**, 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:

By: SPECIMEN
Borrower's Attorney

Attest:

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2021037**

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: **CW2021037**

None.

FEDERAL REQUIREMENTS

Recipient: **CITY OF BLUE RIDGE**

Loan Number: **CW2021037**

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 Clean 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. Reserved.

10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean 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" – section 608) 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. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.

12. The Borrower will comply with all record keeping and reporting requirements under the Clean 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 Clean 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 "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

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: **CW2021037**

None.