

CITY OF LOCUST GROVE

REGULAR MEETING AGENDA
MONDAY JULY 1, 2024 – 6:00 P.M.
PUBLIC SAFETY BUILDING – 3640 HIGHWAY 42 S.
LOCUST GROVE, GA 30248

CALL TO ORDER	Mayor Pro Tem Williams
INVOCATION	City Manager Tim Young
PLEDGE OF ALLEGIANCE	Councilman Willie Taylor
APPROVAL OF THE AGENDA	Mayor Pro Tem Williams (Motion Required)
PRESENTATION	1 Item
<ul style="list-style-type: none">• Presentation from Benjamin Lang with Continental 737 LLC on request for Impact Fee Reduction	
PUBLIC HEARING ITEMS	None
APPROVAL OF THE MINUTES	2 Items
<ol style="list-style-type: none">1. June 3, 2024, Regular Meeting Minutes (Motion Required)2. June 17, 2024, Workshop Meeting Minutes (Motion Required)	
ACCEPTANCE OF THE FINANCIAL STATEMENT	1 Item
<ol style="list-style-type: none">3. May 2024 – Financial Statement (Motion Required)	
UNFINISHED BUSINESS/ACTION ITEMS	3 Items
<ol style="list-style-type: none">4. Ordinance to approve a final plat for Copperfield Subdivision, a single-family residential subdivision, located at 490 South Unity Grove Road. (Motion Required)5. Resolution of the City of Locust Grove, Georgia to grant a parking and access easement to Locust Grove Property Holdings, LLC and Carol C. McQueen, her successors and assigns over property owned by the City of Locust Grove; to authorize the Mayor pro tem and City Clerk to execute and deliver any documents necessary to carry out this resolution; and for other purposes. (Motion Required)6. Resolution of the City of Locust Grove to grant an exemption from development impact fees to Continental 757 Fund under Section 16.08.610 of the Code of Ordinances of the City of Locust Grove, Georgia. (Motion Required)	
NEW BUSINESS/ACTION/DISCUSSION ITEM	8 Items
<ol style="list-style-type: none">7. An ordinance to authorize the acceptance of the grant agreement with the State Road & Tollway Authority (SRTA) in accordance with the requirements of the Georgia Transportation Infrastructure Bank for the Peeksville Connector Project. (Motion Required)8. An ordinance to authorize the execution of the loan agreement with the State Road & Tollway Authority (SRTA) in accordance with the requirements of the Georgia Transportation Infrastructure Bank for the Peeksville Connector Project. (Motion Required)	

POSTED AT CITY HALL – June 27, 2024, at 15:30 Updated 6/28/2024 for missed Resolution

ADA Compliance: Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons. Public Comment may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS prior to the beginning of the meeting with the City Clerk.

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9. Special Event Permit by the Johnson Foundation and Fire Marshal Anthony Hicks for the annual School Supply Giveaway event to be held at Claude Gray Park on Saturday, July 20, 2024 between 11:00 AM to 4:00 PM. (Motion Required)
10. Special Event Permit request for Downtown Live Music and Block Party on July 26, 2024 (Motion Required)
11. Special Event Permit for Community Rummage Sale to be held on the municipal grounds on Saturday, September 21, 2024 between 7:30 AM to 2:00 PM. (Motion Required)
12. Special Event Permit for the annual Haven House 5K Run Fundraiser on October 12, 2024 (Motion Required)
13. Resolution to create a streetlight district in the Copperfield Subdivision, a residential subdivision. (Motion Required)
14. Ordinance to amend the FY 2023 Operating and Capital Improvements Budget for the Calendar Year 2023 operating period related to GASB 96 SBITAS.

CITY MANAGER'S COMMENTS Tim Young

- SPLOST VI Intergovernmental Agreement (to be added if terms are accepted during ongoing negotiations).
- Planning Advance for July 14 – July 17 (Brasstown Valley in Young Harris, GA)
- July 15, 2024 Council Meeting moved to July 22, 2024 due to Planning Advance
- Discussion on upcoming elections with the County Elections Director

PUBLIC COMMENTS Register with Clerk Before Meeting

COUNCIL COMMENTS Council

MAYOR'S COMMENTS Mayor Pro Tem Williams

EXECUTIVE SESSION – (IF NEEDED)

ADJOURN



Community Development Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile (770) 954-1223

Item Coversheet

Item: An Ordinance to approve the final plat for Copperfield Subdivision, a single-family residential subdivision, located at 490 South Unity Grove Road.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: No

Date Received: April 29, 2024

Workshop Date: N/A

Regular Meeting Date: June 17, 2024

Discussion:

Moore Bass Consulting, Inc. of McDonough, GA requests approval of the final plat for Copperfield Subdivision, located at 490 South Unity Grove Road. The general concept is 26 single-family residential lots.

Applicant/Developer:

Moore Brass Consulting, Inc.
1350 Keys Ferry Court
McDonough, GA 30253

Project Data:

- Location = South Unity Grove Road

- **Gross Acreage = 28.81 acres**
- **Property zoning = (R-3) (Single-Family Residential District)**
- **Lot Count = 26**
- **Open Space = 4.32 Acres**
- **Minimum Lot Size = 10,000 sq. ft.**
- **Minimum Lot Width = 80 ft.**
- **Minimum House Size = 1,750 sq. ft. heated minimum for single story
2,200 heated minimum for multi-story**
- **Setbacks:**
 - **Front = 40'**
 - **Side = 10' (20' Min Between Buildings)**
 - **Rear = 30'**
 - **Corner= 40'**

Recommendation:

Staff recommend APPROVAL of the Copperfield subdivision final plat.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE FINAL PLAT FOR COPPERFIELD SUBDIVISION, A SINGLE-FAMILY RESIDENTIAL SUBDIVISION LOCATED ON 490 SOUTH UNITY GROVE ROAD (PARCEL # 146-01007003) IN LAND LOTS 164 AND 165 OF THE 2ND DISTRICT WITHIN THE CITY OF LOCUST GROVE, GEORGIA; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation, duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, Moore Bass Consulting, Inc. of McDonough, GA requests approval of the final plat for Copperfield Subdivision, located on South Unity Grove Road. The general concept is 26 single-family residential lots (Parcel ID 146-01007003) in land lot 164 and 165 of the 2nd District (the “Property”), attached hereto as **Exhibit A**; and,

WHEREAS, the Applicant filed a request for final plat approval on April 29, 2024 as shown in the application attached hereto and incorporated herein by reference as **Exhibit B**; and,

WHEREAS, the Applicant’s request has been reviewed by the Mayor and City Council held on June 17, 2024, as well as by the City Community Development Director; and,

WHEREAS, the Applicant request is for a final plat approval for the purpose of building a subdivision of the parcel into a 26 single-family residential lots and,

WHEREAS, the Mayor and City Council have reviewed and considered the Applicant’s request and both the recommendations of City Staff as presented.

THEREFORE, THE COUNCIL OF THE CITY OF LOCUST GROVE HEREBY ORDAINS:

1.

That the request for final plat is hereby **APPROVED**.

That the request for final plat is hereby **DENIED**.

2.

That the use of the Property is subject to:

The condition(s) set forth on **Exhibit D** attached hereto and incorporated herein by reference.

The terms of the Development Agreement attached hereto as **Exhibit D** and incorporated herein by reference.

If no **Exhibit D** is attached hereto, then the property is zoned without conditions.

If granted, this Ordinance shall become effective immediately subject to the corresponding annexation ordinance under consideration.

SO ORDAINED by the Council of this City this 1st of July 2024.

VINCENT WILLIAMS, Mayor Pro Tem

ATTEST:

MISTY SPURLING, City Clerk

(Seal) APPROVED AS TO FORM:

City Attorney

EXHIBIT A



City of Locust Grove

P.O. Box 900 Locust Grove, Georgia 30248-0900
Telephone (770) 937-5843 Fax: 1-866-514-0996

PROJECT
Project Name

DATE
January 23, 2024

CLIENT
Templar Development Group, LLC
160 Whitney Street
Fayetteville, Georgia 30214

RE: Administrative Waiver for Copierfield Subdivision Lot 16, 19, 20, and 23
Copperfield
Copperfield Development Group, LLC

THE COMMUNITY DEVELOPMENT DEPARTMENT HAS REVIEWED AND APPROVED THE PROPOSED PLAN APPLICATION FOR AN ADMINISTRATIVE WAIVER FOR COPIERFIELD SUBDIVISION LOT 16, 19, 20, AND 23, RESPECTIVELY, FOR THE FOLLOWING:

- 1. Front yard setback reduction of 4 feet
- 2. Side yard setback reduction of 2 feet
- 3. Rear yard setback reduction of 4 feet

According to Section 17.04.313 - Administrative Waivers, of the City of Locust Grove Municipal Code:

The Community Development Director shall have the power to grant waivers from the development standards of this chapter where, in his opinion, the interest for citizens can be better served by such a waiver than by strict adherence to the standards. The authority to grant such a waiver shall be limited to the following:

- 1. Front yard and rear setback to public street. Waiver not to exceed five feet.
- 2. Side yard. Waiver not to exceed four feet.
- 3. Rear yard. Waiver not to exceed four feet.
- 4. Lot dimensions. Not to exceed 10 percent.
- 5. Lot dimensions. Not to exceed 10 percent.

(Code No. 0407495.14.4.3.2404)

I hereby state that you are applying for an administrative waiver from the regulatory authority referenced above, your administration will be required for Copierfield Subdivision Lot 16, 19, 20, and 23 in Henry A11000000.

Please do not hesitate to contact us at 770-937-5843 if you have any questions.

Thank you,

Dwaine Gibbs
Dwaine Gibbs, Director
Community Development Department

FINAL PLAT

"COPPERFIELD" FOR A SINGLE-FAMILY RESIDENTIAL SUBDIVISION LAND LOT 164 & 165 OF THE 2ND DISTRICT CITY OF LOCUST GROVE, GEORGIA

REFERENCES

- 1. National Building Code of America, International Building Code, 2018 Edition
- 2. American Institute of Architects, AIA Code of Ethics, 2017 Edition

DEVELOPER INFORMATION

TEMLAR DEVELOPMENT GROUP, LLC
160 WHITNEY STREET
FAYETTEVILLE, GEORGIA 30214

24 HOUR CONTACT:

SCOTT RAINBOLT
160 WHITNEY STREET
FAYETTEVILLE, GEORGIA 30214
(770) 937-5728

LANDSCAPE ARCHITECT

BRUNSON & COMPANY LANDSCAPE ARCHITECTS
303 BOWEN LANE
ROSWELL, GA 30076
(770) 864-1987

SURVEYOR / ENGINEER

MOORE BASS CONSULTING, INC.
1550 FERRY COURT
MCDONOUGH, GA 30253
(770) 914-9384

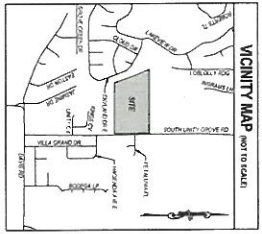


EXHIBIT "C" VARIANCE CLARIFIED:

- 1. That the minimum lot width be reduced to no less than seven feet (7'00").
- 2. That the minimum lot area be reduced to no less than ten thousand (10,000) square feet.
- 3. That the minimum lot area be reduced to no less than ten thousand (10,000) square feet.

EXHIBIT "D" SUGGESTED CONDITIONS OF ZONING MAP AMENDMENT

- 1. That the minimum lot width be reduced to no less than seven feet (7'00").
- 2. That the minimum lot area be reduced to no less than ten thousand (10,000) square feet.
- 3. That a new lot be created to a point on the northern property line to provide future easement for development of adjacent property.

GRAPHIC SCALE



DEVELOPMENT DATA

- 1. Owner: MOORE BASS CONSULTING, INC.
- 2. Survey: MOORE BASS CONSULTING, INC.
- 3. Survey: MOORE BASS CONSULTING, INC.
- 4. Survey: MOORE BASS CONSULTING, INC.
- 5. Survey: MOORE BASS CONSULTING, INC.
- 6. Survey: MOORE BASS CONSULTING, INC.
- 7. Survey: MOORE BASS CONSULTING, INC.
- 8. Survey: MOORE BASS CONSULTING, INC.
- 9. Survey: MOORE BASS CONSULTING, INC.
- 10. Survey: MOORE BASS CONSULTING, INC.
- 11. Survey: MOORE BASS CONSULTING, INC.
- 12. Survey: MOORE BASS CONSULTING, INC.
- 13. Survey: MOORE BASS CONSULTING, INC.
- 14. Survey: MOORE BASS CONSULTING, INC.
- 15. Survey: MOORE BASS CONSULTING, INC.
- 16. Survey: MOORE BASS CONSULTING, INC.
- 17. Survey: MOORE BASS CONSULTING, INC.
- 18. Survey: MOORE BASS CONSULTING, INC.
- 19. Survey: MOORE BASS CONSULTING, INC.
- 20. Survey: MOORE BASS CONSULTING, INC.

SIGHT DISTANCE CERTIFICATION

ALL INFORMATION HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MOORE BASS CONSULTING, INC.
1550 FERRY COURT
MCDONOUGH, GA 30253
(770) 914-9384

GEORGIA SURVEY CERTIFICATE

I, the undersigned, being duly qualified and licensed as a Professional Engineer in the State of Georgia, do hereby certify that the above is a true and correct copy of the original as shown to me by the Surveyor.

CITY OF LOCUST GROVE APPROVAL

APPROVED BY THE CITY OF LOCUST GROVE: _____
DATE: _____

PROTECTIVE COVENANTS

THIS PLAT IS SUBJECT TO THE PROTECTIVE COVENANTS ATTACHED HERETO AS A PART OF THE ORIGINAL SUBDIVISION PLAT.



Moore Bass Consulting, Inc.

1550 Ferry Court
McDonough, GA 30253
(770) 914-9384

PROJECT NAME
COPPERFIELD

CLIENT NAME
TEMLAR DEVELOPMENT GROUP, LLC,
160 WHITNEY STREET
FAYETTEVILLE, GEORGIA 30241

REVISIONS	DATE	BY
2024 - CITY COMMENTS		
2024 - CITY COMMENTS		
2024 - CITY COMMENTS		

10F2

FINAL PLAT
COVER SHEET

EXHIBIT B



Final Subdivision Plat Application and Developer Checklist

Date: 5/17/2024

Name of Development: Copperfield Unit _____ Phase _____

Location: South Unity Grove Road Land Lot 164 & 165 District 2nd

No. of acres 28.81 No. of lots 26

Developer Builder Professional Group Company Name _____

Address: 160 Whitney Street City Fayetteville State GA Zip 30214

Phone 404-859-7887 Pager/Cellular _____ Fax _____

Engineer/Surveyor: Moore Bass Consulting, Inc. Wade Stroud/Engineer - Tim Worley/Surveyor

Address: 1350 Keys Ferry Court City McDonough State GA Zip 30253

Phone 770-914-9394 Pager/Cellular _____ Fax _____

24Hour Contact Scott Knight Phone 404-557-5726

The following pages are the requirements of the various county departments that you must fulfill in order to gain approval by the Community Development Department for your subdivision final plat. Keep this checklist as a reference to insure you provide the necessary documents and fees to the designated agencies.

In order to avoid any delay in necessary approval, please adhere to all instructions and follow the checklist. The Community Development Department will only approve projects that contain all necessary documents and on-site corrections.

If you have any questions regarding this application, please fee free to contact Tim Young at (770) 692-2321

The following are the various department requirements for preparing the final plat application. For assistance, please use the numbers listed below each segment to speak with a department contact.



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet

Item: Resolution for Parking and Access Easement

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: N/A

Date Received: June 13, 2024

Workshop Date: June 17, 2024

Regular Meeting Date: July 1, 2024

Discussion:

Attached is a Resolution to enter into a shared Parking and Access Easement between the City, the company developing the tract for Delta Community Credit Union, and the McQueen property for joint access and parking across the site where the existing Highway 42 water tank sits.

The development would be cohesive with this agreement and improve the city property with better access to the facility off Highway 42 as well as from Market Place Boulevard. Overall, the development of these tracts makes the investments more valuable and thereby benefits all parties.

Recommendation:

APPROVE - RESOLUTION OF THE CITY OF LOCUST GROVE TO GRANT A PARKING AND ACCESS EASEMENT TO LOCUST GROVE PROPERTY HOLDINGS, LLC AND CAROL C. MCQUEEN, HER SUCCESSORS AND ASSIGN OVER PROPERTY OWNED BY THE CITY OF LOCUST GROVE; TO AUTHORIZE THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE AND DELIVER ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; AND FOR OTHER PURPOSES

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO GRANT A PARKING AND ACCESS EASEMENT TO LOCUST GROVE PROPERTY HOLDINGS, LLC AND CAROL C. MCQUEEN, HER SUCCESSORS AND ASSIGN OVER PROPERTY OWNED BY THE CITY OF LOCUST GROVE; TO AUTHORIZE THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE AND DELIVER ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, Locust Grove Property Holdings, LLC owns certain real property located in Henry County, Georgia as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (herein called the “Parcel 1”); and,

WHEREAS, Carol C. McQueen, owns certain real property located in Henry County, Georgia as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (herein called the “Parcel 2”); and,

WHEREAS, the City owns certain real property contiguous to the Parcel 1 and Parcel 2 located in Henry County, Georgia as more particularly described on **Exhibit “C”** attached hereto and incorporated herein by reference (herein called the “City Parcel”) (Parcel 1, Parcel 2 and the City Parcel are sometimes collectively referred to herein as the “Parcels” or individually as a “Parcel”).

WHEREAS, the City seeks to provide easements over and across the City Parcel for the benefit of each of Owner 1 and Owner 2 upon the terms more particularly set forth in the Parking and Access Easement attached herein; and,

WHEREAS, the Mayor Pro Tem and Council of the City of Locust Grove, in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the City, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the City; and

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE AS FOLLOWS:

1. **Authorization.** The City hereby enters into the Parking and Access Easement between the City, Locust Grove Property Holdings, LLC, and Carol C. McQueen (successors and assigns) (as attached hereto and incorporated herein as **Exhibit “D”**).
2. **Documents.** The Mayor Pro Tem is authorized to execute any and all documents which may be necessary to effectuate the purchase and sale agreement and this resolution, subject to approval as to form by the City Attorney.

2. **Recordation/Attestation.** The City Clerk is hereby directed to record this Resolution, declaration, and certification in the official minutes of the City.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall take effect immediately.

RESOLVED this ____ day of _____, 2024.

CITY OF LOCUST GROVE, GEORGIA

Vincent Williams, Mayor Pro Tem

ATTEST:

Misty Spurling, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL 1 LOCUST GROVE PROPERTY HOLDINGS LLC PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 200 of the 2nd District, City of Locust Grove, Henry County, Georgia and being more particularly described as follows:

COMMENCE at a ½ inch rebar found at the land lot corner common to Land Lots 200, 201, 216, and 217 of said District, said ½ in rebar being located on the westerly limit of the right of way of Price Drive (a/k/a Gardner Lane) (80 feet right of way); thence leaving said intersection and continuing along the land lot line common to Land Lots 200 and 201 and the westerly limit of the right of way of said Price Drive South 00 degrees 34 minutes 11 seconds West for a distance of 40.00 feet to a ¾ inch rebar with cap set at the intersection of the land lot line common to Land Lots 200 and 201 and the southerly right of way line of said Price Drive; thence leaving said intersection and continuing along the southerly right of way line of said Price Drive South 89 degrees 28 minutes 19 seconds East for a distance of 125.70 feet to a ¾ inch rebar with cap set; thence South 89 degrees 28 minutes 19 seconds East for a distance of 244.95 feet to a ¾ inch rebar with cap set at the intersection of the southerly right of way line of said Price Drive with the southeasterly right of way line of a proposed right of way, said ¾ inch rebar being located at the POINT OF BEGINNING; thence continuing along the southerly right of way line of Price Drive South 89 degrees 28 minutes 19 seconds East for a distance of 63.06 feet to a ¾ inch rebar with cap set; thence South 89 degrees 28 minutes 19 seconds East for a distance of 219.52 feet to a ¾ inch rebar with cap set at the intersection of the southerly right of way of said Price Drive with the southwesterly right of way line of State Route 42 (a/k/a US Highway 23) (variable width right of way); thence leaving said intersection and continuing along the southwesterly right of way of said State Route 42 South 35 degrees 49 minutes 58 seconds East for a distance of 223.35 feet to a ¾ inch rebar with cap set; thence leaving the southwesterly right of way line of said State Route 42 South 57 degrees 02 minutes 10 seconds West for a distance of 349.17 feet to a ½ inch rebar found ;thence North 35 degrees 38 minutes 52 seconds West for a distance of 429.23 feet to a ¾ inch rebar with cap set on the southerly boundary of a proposed right of way; thence along the southerly boundary of said proposed right of way along a curve to the right having a radius of 335.00 feet and an arc length of 133.02 feet, being subtended by a chord of North 79 degrees 09 minutes 09 seconds East for a distance of 132.15 feet to a ¾ inch rebar with cap set, said ¾ inch rebar being located at the POINT OF BEGINNING.

Said property contains 2.7068 acres or 117,908 square feet. The foregoing referred to hereinafter as the "LAND".

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 2
MCQUEEN PROPERTY

Parcel I: All that tract or parcel of land lying and being in Land Lot 200 of the 2nd District of Henry County, Georgia, being more particularly described as follows: One building lot containing 0.8 acres, more or less, being bounded on the north and west by lands owned, or formerly owned by Nan Gardner Brown; on the east by State Highway 42, and on the south by lot owned, or formerly owned by T.P. Henley, with said lot being further described as follows: Beginning at a point on the west right-of-way of Highway 42 (the point of beginning being also the northeast corner of a lot owned by, or formerly owned by T.P. Henley) running 100 feet northwesterly along the right-of-way of Highway 42, thence southwesterly 350 feet to a corner, thence southeasterly 100 feet to the northwest corner of a lot owned, or previously owned by T.P. Henley, thence northeasterly 350 feet along said lot line to the point of beginning, said lot being the same property conveyed by warranty deed from Nan Gardner Brown to George H. Robertson dated August 30, 1958, recorded September 4, 1958, in Deed Book 52, Page 538, Henry County Records; and

Parcel II: All that tract or parcel of land lying and being in Land Lot 200 of the 2nd District of Henry County, Georgia, being more particularly described as follows: One building lot containing 0.8 acres, more or less, being bounded on the north and west by lands owned, or formerly owned by Nan Gardner Brown, on the east by State Highway 42, and on the south by Parcel I described hereinabove, with said lot being further described as follows: Beginning at a point on the west right-of-way of Highway 42 (the point of beginning being also the northeast corner of Parcel I described hereinabove) running 100 feet northwesterly along the right-of-way of Highway 42, thence southwesterly 350 feet to a corner, thence southeasterly 100 feet to the northwest corner of Parcel I described hereinabove, thence northeasterly 350 feet along said lot line to the point of beginning, said lot being the same property conveyed by warranty deed from Nan Gardner Brown to George H. Robertson dated September 2, 1958, recorded September 4, 1958, in Deed Book 52, Page 538, Henry County Records.

EXHIBIT "C"

LEGAL DESCRIPTION OF CITY PROPERTY

One building lot containing 0.8 acres, more or less and bounded as follows: On North and West by other lands owned* by Nan Gardner Brown, on East by State Highway 42, and on South by lot owned* by George H. Robertson.

Said lot is further described as follows: Beginning at a point at West right of way of Highway 42 (this point being the Northeast corner of lot owned* by George H. Robertson) running 100 ft. in a Northwesterly direction along Highway 42, thence in a Southwesterly direction 350 ft. to a made corner, thence in a southeasterly direction 100 ft. to the Northwest corner of lot owned* by George H. Robertson, thence along said Lot 350 ft to point of beginning.

The above described lot being in Land Lot 200, 2nd Land District of Henry County, Georgia and is located approximately 1/4 mile North of North City limits of the Town of Locust Grove, Georgia.

EXHIBIT “D”

**PARKING AND ACCESS
EASEMENT AGREEMENT**

COUNTY OF HENRY
STATE OF GEORGIA

PARKING AND ACCESS EASEMENT AGREEMENT

THIS PARKING AND ACCESS EASEMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of April, 2024, by and between **LOCUST GROVE PROPERTY HOLDINGS LLC**, a Georgia limited liability company (herein referred to as “Owner 1”), **CAROL C. MCQUEEN, and her successors and assigns** (collectively, herein referred to as “Owner 2”) and **THE CITY OF LOCUST GROVE, GEORGIA**, a Georgia municipal corporation (the “City”) (Owner 1, Owner 2 and the City, are sometimes collectively referred to herein as the “Parties” or individually as a “Party”).

PREMISES:

A. Owner 1 owns certain real property located in Henry County, Georgia as more particularly described on **Exhibit “A”** attached hereto and incorporated herein by reference (herein called the “Parcel 1”).

B. Owner 2 owns certain real property located in Henry County, Georgia as more particularly described on **Exhibit “B”** attached hereto and incorporated herein by reference (herein called the “Parcel 2”).

C. The City owns certain real property contiguous to the Parcel 1 and Parcel 2 located in Henry County, Georgia as more particularly described on **Exhibit “C”** attached hereto and incorporated herein by reference (herein called the “City Parcel”) (Parcel 1, Parcel 2 and the City Parcel are sometimes collectively referred to herein as the “Parcels” or individually as a “Parcel”).

D. The City has agreed to provide easements over and across the City Parcel for the benefit of each of Owner 1 and Owner 2 upon the terms more particularly set forth herein.

NOW, THEREFORE, in consideration of ten dollars (\$10.00) paid and the mutual covenants herein contained, the Parties hereby covenant, agree, grant, convey, declare and establish the following easements on the following terms and conditions:

1. **Grant of Access and Parking Easements.** Subject to the terms and conditions herein stated, the City hereby grants and conveys to each of Owner 1 and to Owner 2, for the sole benefit of their respective Parcels, a non-exclusive, perpetual easement for the following purposes: (a) the passage of vehicles and pedestrians over, across and through the City Parcel (the “Access Easement Area”), and (ii) the other driveway areas and curb cuts located on or to be located on the City Parcel as the same may from time to time be constructed and maintained for such use; and (b) the short-term parking of passenger vehicles of the customers and employees of the businesses located on Parcel 1 and Parcel 2 over the City Parcel. The City reserves the right to

establish reasonable directional and traffic control facilities in the easement areas and to use the easement area in any manner which is not inconsistent with the use of the easements herein granted.

Owner 1 and Owner 2 hereby grant and convey to the City a non-exclusive, perpetual easement to allow the City (which here and hereinafter includes its officers, employees, contractors, or agents) the right to use and access, through, over, under, above and across, Parcel 1 and Parcel 2 for any project or purpose deemed necessary by the City to fulfill its duties of protecting and providing for the public safety, health and general welfare as authorized by law.

2. Grant of Utility Easements. In connection with the development of the Parcel 1 and Parcel 2, Owner 1 may install utility lines, pipes and related facilities within the Access Easement Area to serve the buildings currently existing or to be constructed on Parcel 1 and Parcel 2 with electric, telecommunications, cable, water, sanitary sewer and gas utilities. To the extent that any such lines, pipes or other facilities are located on the City Parcel, the City grants to Owner 1 and Owner 2 each a non-exclusive, perpetual utility easement to operate and maintain such lines and facilities within the Access Easement Area.

3. Construction; Temporary Construction Easement. Owner 1 hereby agrees, at its sole cost and expense, to construct a curb cut providing access for Parcel 1 and Parcel 2 for vehicles between the Access Easement Area and S.R. 42/U.S. Hwy 23 and to improve the City Parcel with paving for parking facilities. To facilitate such construction, the City hereby grants and conveys to Owner 1 a non-exclusive, temporary construction easement over and across the City Parcel to allow Owner 1 and its contractors to enter upon the City Parcel and to modify the curbing and parking areas located within the Access Easement Area and to construct the utility facilities described in Section 2 above. This temporary construction easement shall expire upon the earlier of the completion of the curb cut and other improvements or the date which is twelve (12) months after the recordation of this instrument. Owner 1 shall indemnify and hold the City harmless from and against any liens or claims whatsoever which may be filed against the City Parcel or the City as a result of Owner 1's construction activities thereon as well as any claims or injuries which may result from any construction by Owner 1 or its contractors on the City Parcel.

4. Use of Easements. Each Party shall have the right to utilize the easements herein conveyed for the purposes stated above and may permit the use of such easements for such purposes by their respective tenants and sub-tenants and their invitees, employees, customers, licensees, agents, successors and assigns, but no other persons, it being intended that these easements are not to be or become public easements or public roads. The easement rights granted herein are solely for the purposes expressly stated in this instrument, and neither Party shall have the right to use the other Parcel for any other purposes. Owner 1 and Owner 2 shall indemnify and hold harmless each other and the City as to any claims whatsoever arising out of the Owner 1, Owner 2 or any third party's access to or use of the Parcels as contemplated in this Agreement. Nothing in this Agreement is intended or should be construed to waive any immunity of the City.

5. Amendments. While third parties may have certain rights to use the easements as provided herein, no such right shall imply that any third party's consent or acquiescence is required for an amendment, modification or termination of the easements herein established. This instrument may only be modified or altered by an amendment in writing signed by the parties hereto

or their successors in title and shall be effective upon recordation in the Office of the Clerk of Superior Court of Henry County, Georgia.

6. Miscellaneous. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or written, between the parties not embodied herein shall be of any force and effect. This instrument and the rights and privileges herein granted shall be appurtenant to and run with the respective Parcels and shall bind and inure to the benefit of the Parties, their heirs, successors, successors in title and assigns. This instrument shall be construed and interpreted under the laws of the State of Georgia. Nothing herein will be construed to obligate either Party to continue the existing uses being conducted on their respective Parcels nor a restriction precluding other uses which are permitted by law.

IN WITNESS WHEREOF, the Parties have signed, sealed and delivered this instrument on the date written above.

Signed, sealed and delivered
In the presence of:

CITY:

**THE CITY OF LOCUST GROVE,
GEORGIA**, a Georgia municipal corporation

Witness

By: _____ (Seal)

Notary Public

Name: _____

Title: _____

My commission expires: _____

(NOTARIAL SEAL)

List of Exhibits attached hereto:

Exhibit "A" – Description of Parcel 1

Exhibit "B" – Description of Parcel 2

Exhibit "C" – Description of the City Parcel

EXHIBIT "A"

LEGAL DESCRIPTION OF PARCEL 1 LOCUST GROVE PROPERTY HOLDINGS LLC PROPERTY

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 200 of the 2nd District, City of Locust Grove, Henry County, Georgia and being more particularly described as follows:

COMMENCE at a ½ inch rebar found at the land lot corner common to Land Lots 200, 201, 216, and 217 of said District, said ½ in rebar being located on the westerly limit of the right of way of Price Drive (a/k/a Gardner Lane) (80 feet right of way); thence leaving said intersection and continuing along the land lot line common to Land Lots 200 and 201 and the westerly limit of the right of way of said Price Drive South 00 degrees 34 minutes 11 seconds West for a distance of 40.00 feet to a ¾ inch rebar with cap set at the intersection of the land lot line common to Land Lots 200 and 201 and the southerly right of way line of said Price Drive; thence leaving said intersection and continuing along the southerly right of way line of said Price Drive South 89 degrees 28 minutes 19 seconds East for a distance of 125.70 feet to a ¾ inch rebar with cap set; thence South 89 degrees 28 minutes 19 seconds East for a distance of 244.95 feet to a ¾ inch rebar with cap set at the intersection of the southerly right of way line of said Price Drive with the southeasterly right of way line of a proposed right of way, said ¾ inch rebar being located at the POINT OF BEGINNING; thence continuing along the southerly right of way line of Price Drive South 89 degrees 28 minutes 19 seconds East for a distance of 63.06 feet to a ¾ inch rebar with cap set; thence South 89 degrees 28 minutes 19 seconds East for a distance of 219.52 feet to a ¾ inch rebar with cap set at the intersection of the southerly right of way of said Price Drive with the southwesterly right of way line of State Route 42 (a/k/a US Highway 23) (variable width right of way); thence leaving said intersection and continuing along the southwesterly right of way of said State Route 42 South 35 degrees 49 minutes 58 seconds East for a distance of 223.35 feet to a ¾ inch rebar with cap set; thence leaving the southwesterly right of way line of said State Route 42 South 57 degrees 02 minutes 10 seconds West for a distance of 349.17 feet to a ½ inch rebar found ;thence North 35 degrees 38 minutes 52 seconds West for a distance of 429.23 feet to a ¾ inch rebar with cap set on the southerly boundary of a proposed right of way; thence along the southerly boundary of said proposed right of way along a curve to the right having a radius of 335.00 feet and an arc length of 133.02 feet, being subtended by a chord of North 79 degrees 09 minutes 09 seconds East for a distance of 132.15 feet to a ¾ inch rebar with cap set, said ¾ inch rebar being located at the POINT OF BEGINNING.

Said property contains 2.7068 acres or 117,908 square feet. The foregoing referred to hereinafter as the "LAND".

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 2
MCQUEEN PROPERTY

Parcel I: All that tract or parcel of land lying and being in Land Lot 200 of the 2nd District of Henry County, Georgia, being more particularly described as follows: One building lot containing 0.8 acres, more or less, being bounded on the north and west by lands owned, or formerly owned by Nan Gardner Brown; on the east by State Highway 42, and on the south by lot owned, or formerly owned by T.P. Henley, with said lot being further described as follows: Beginning at a point on the west right-of-way of Highway 42 (the point of beginning being also the northeast corner of a lot owned by, or formerly owned by T.P. Henley) running 100 feet northwesterly along the right-of-way of Highway 42, thence southwesterly 350 feet to a corner, thence southeasterly 100 feet to the northwest corner of a lot owned, or previously owned by T.P. Henley, thence northeasterly 350 feet along said lot line to the point of beginning, said lot being the same property conveyed by warranty deed from Nan Gardner Brown to George H. Robertson dated August 30, 1958, recorded September 4, 1958, in Deed Book 52, Page 538, Henry County Records; and

Parcel II: All that tract or parcel of land lying and being in Land Lot 200 of the 2nd District of Henry County, Georgia, being more particularly described as follows: One building lot containing 0.8 acres, more or less, being bounded on the north and west by lands owned, or formerly owned by Nan Gardner Brown, on the east by State Highway 42, and on the south by Parcel I described hereinabove, with said lot being further described as follows: Beginning at a point on the west right-of-way of Highway 42 (the point of beginning being also the northeast corner of Parcel I described hereinabove) running 100 feet northwesterly along the right-of-way of Highway 42, thence southwesterly 350 feet to a corner, thence southeasterly 100 feet to the northwest corner of Parcel I described hereinabove, thence northeasterly 350 feet along said lot line to the point of beginning, said lot being the same property conveyed by warranty deed from Nan Gardner Brown to George H. Robertson dated September 2, 1958, recorded September 4, 1958, in Deed Book 52, Page 538, Henry County Records.

EXHIBIT "C"

LEGAL DESCRIPTION OF CITY PROPERTY

One building lot containing 0.8 acres, more or less and bounded as follows: On North and West by other lands owned* by Nan Gardner Brown, on East by State Highway 42, and on South by lot owned* by George H. Robertson.

Said lot is further described as follows: Beginning at a point at West right of way of Highway 42 (this point being the Northeast corner of lot owned* by George H. Robertson) running 100 ft. in a Northwesterly direction along Highway 42, thence in a Southwesterly direction 350 ft. to a made corner, thence in a southeasterly direction 100 ft. to the Northwest corner of lot owned* by George H. Robertson, thence along said Lot 350 ft to point of beginning.

The above described lot being in Land Lot 200, 2nd Land District of Henry County, Georgia and is located approximately 1/4 mile North of North City limits of the Town of Locust Grove, Georgia.



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet

Item: Resolution for Development Impact Fee Reduction

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Fund 350 – Development Impact Fees

Date Received: June 13, 2024

Workshop Date: June 17, 2024

Regular Meeting Date: July 1, 2024

Discussion:

Attached is a Resolution to provide a reduction of the Development Impact Fee for The Springs at Locust Grove by Continental Properties (Continental 737 Fund, LLC) as requested by them at the workshop meeting on June 17, 2024 and with the request for Presentation this evening (July 1, 2024) of the same.

Analysis:

Prepared for consideration from the discussion on June 17, 2024, and July 1, 2024. Note that **NO** other project previously proposed in the city has requested development impact fee reductions since the beginning of the program in July of 2005. Potential for partial recovery from nearby development of that portion of the improvement which could be a “System Improvement” in lieu of this requested action.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOCUST GROVE TO GRANT AN EXEMPTION FROM DEVELOPMENT IMPACT FEES TO CONTINENTAL 737 FUND UNDER SECTION 16.08.610 OF THE CODE OF ORDINANCES OF THE CITY OF LOCUST GROVE, GEORGIA; TO AUTHORIZE THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE AND DELIVER ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; AND FOR OTHER PURPOSES.

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to local residents; and

WHEREAS, Continental 737 Fund, LLC (“Continental Properties”) is the contract purchaser and developer of a proposed 332-unit multifamily development on approximately 31.25 acres as part of a mixed-use development originally rezoned as RZ 22-11-066 (“the Project”) and,

WHEREAS, Continental Properties, as part of the development of the Project must perform certain improvement to Price Road in the sum of \$1,008,868 along with expansion of sanitary sewer throughout the development site at a sum of \$568,120; and,

WHEREAS, Continental Properties ascertains that this development provides extraordinary benefits in the provision of additional population, increased disposable income, and attracting additional commercial development from the construction of the Project; and,

WHEREAS, the City has a Development Impact Fee ordinance as approved in 2005 for all new residential, commercial and industrial development that assesses a fee based on measurable impact on facilities and services provided by the City for the use of all its citizens; and,

WHEREAS, the calculated Development Impact Fee for the Project proposed by Continental Properties totals \$474,288; and,

WHEREAS, Section 16.08.610 provides for the City to grant reduction in development impact fees for projects provide extraordinary benefit in support of the economic advancement of the city's citizens over and above the access to jobs, goods and services that such uses offer in general; and,

WHEREAS, the Mayor Pro Tem and Council of the City of Locust Grove, in the exercise of their sound judgment and discretion, after giving thorough consideration to all implications involved, and keeping in mind the public interest and welfare of the citizen of the City, have determined that authorizing this Resolution would be advantageous to and would best benefit the citizens of the City; and

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE AS FOLLOWS:

1. **Authorization.** The City hereby grants a reduction in the development impact fee in the sum of \$474,288 for the Project as attached hereto and incorporated herein as **Exhibit “A”**.
2. **Documents.** The Mayor Pro Tem is authorized to execute any and all documents which may be necessary to effectuate the purchase and sale agreement and this resolution, subject to approval as to form by the City Attorney.
2. **Recordation/Attestation.** The City Clerk is hereby directed to record this Resolution, declaration, and certification in the official minutes of the City.
3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
5. **Effective Date.** This Resolution shall take effect immediately.

RESOLVED this _____ day of _____, 2024.

CITY OF LOCUST GROVE, GEORGIA

Vincent Williams, Mayor Pro Tem

ATTEST:

Misty Spurling, City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT “A”

**SITE PLAN FOR THE SPRINGS AT LOCUST
GROVE BY CONTINENTAL PROPERTIES**



Wednesday, June 26, 2024

City of Locust Grove
3644 GA-2
Locust Grove, GA 30248

Dear City Council,

Continental 737 Fund, LLC. ("Continental Properties") is the contract purchaser of approximately 31.25 acres of land generally located 0.4 miles north of the intersection of Price Drive and Bill Gardner Parkway. The land is approved for development of up to 332 multifamily homes consistent with the conceptual plans approved a part of ordinance 22-11-066. Continental Properties is currently under contract for the purchase of the property from the Meier family, who has been and will continue to be an integral component of the growth of Locust Grove. Continental Properties has worked diligently with City of Locust Grove staff over the past 13 months to obtain ARB approval, approval of building plans, and approval of land development plans. Pending closing on the property, and a preconstruction meeting, Continental Properties is well poised to execute on construction of a Class-A 328-unit multifamily community, to be known as the Springs at Locust Grove, which will meet a largely unmet need for this style of housing within Locust Grove.

Continental Properties is writing today to request City Council to contemplate an exemption of development impact fees for the project. The project not only meets a market demand for Class-A multifamily housing but represents progress towards realization of the City's growth and economic development goals.

Enclosed you will find materials described below to further elaborate on this request and provide background and context into the rationale for the request and the public benefit this project would represent.

We thank you in advance for your time in consideration of this matter.

Sincerely,

Trent Turner
Continental Properties

Enclosures:

1. Intro to Continental Properties
2. Development Description and Characteristics
3. Exemption Request and Rationale

A. INTRO TO CONTINENTAL PROPERTIES

CONTINENTAL PROPERTIES

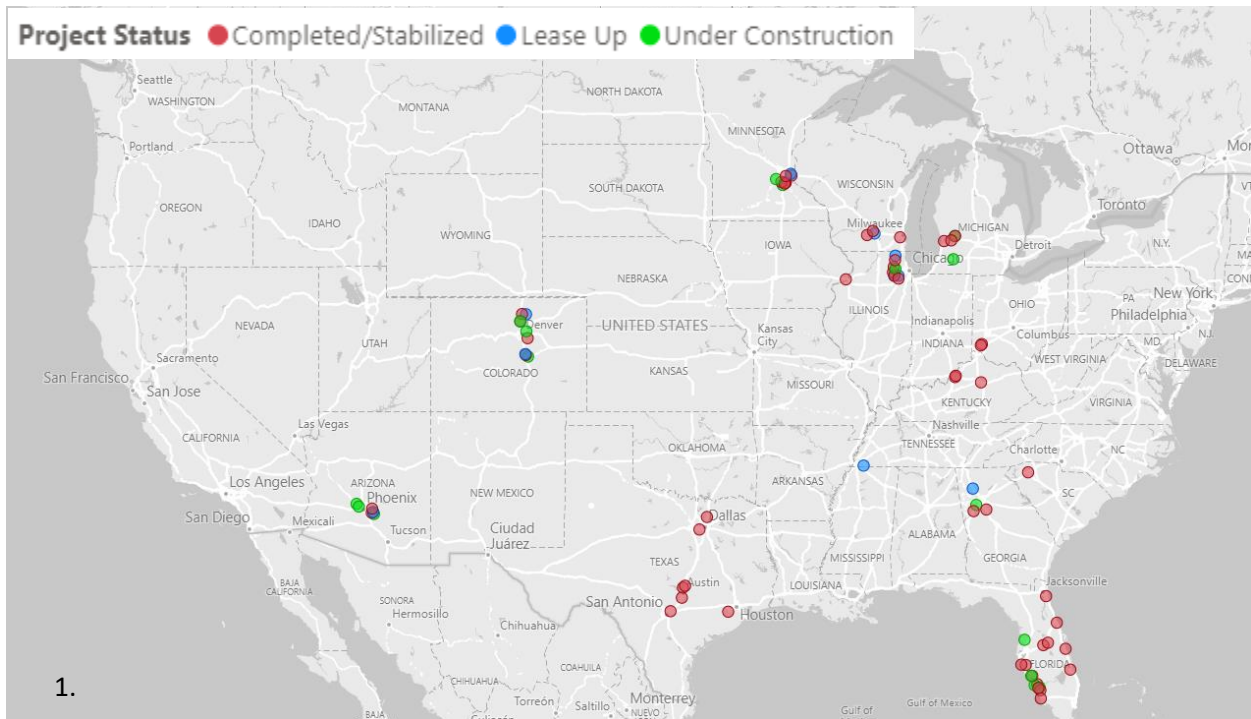
Continental Properties is a national developer and operator of multifamily communities, retail, and hospitality properties. Since its inception in 1979, Continental Properties has developed over 129 apartment communities encompassing more than 34,000 homes in 19 states. We pride ourselves in building community wherever we go and always putting our customers at the center of our business so that our current and future residents may “take pride in being home” in our communities.

CONTINENTAL’S LOCAL EXPERIENCE

Described above, Continental Properties has developed over 129 Communities across 19 states. Continental owns and operates all our multifamily communities to ensure the on-site Property Management is first-class. To date, Continental has developed 5 communities in the Atlanta Metro, housing over 1,400 families. Within these communities, >70% of our nearly 1,500 residents would recommend living in a Continental Properties’ community to family and friends.

MULTIFAMILY STRATEGY

Continental’s multi-family development emphasizes the use of highly-amenitized, modern, garden-style multifamily communities on the best sites, in the strongest sub-markets, while working tirelessly to identify communities along the path of growth, to partner with those communities to increase economic vitality, by providing high-quality, stable housing options for existing and future residents/household formations.



B. DEVELOPMENT DESCRIPTION AND CHARACTERISTICS

The Springs at Locust Grove includes 328 homes within 10 residential buildings. The design of the community incorporates a timeless Architectural style with a character and scale that will exist harmoniously with the proposed surrounding Townhome and Commercial tracts.



No building exceeds three stories, and all principal and clubhouse buildings include horizontal and vertical articulation by way of varying façade faces at each unit and varying roof geometries along the building’s massing. Each unit is provided with a covered entry, adding additional articulation and a sense of human scale to the community. Each home, ranging from Efficiency to

Type	Qty
Efficiency	28
1-Bedroom	136
2-Bedroom	136
3-Bedroom	28

3-Bedrooms (see adjacent table for detailed quantities) offers a high percentage of glazing to promote an abundance of natural lighting. The scale and design of the Architectural massing coupled with the thoughtful landscaping design and tree preservation plan allow the community to coexist seamlessly with its context. All ancillary

structures, including the community clubhouse, are designed with the same quality and design language as described above.

To enhance the sense of place that this community will provide; several amenities are included within the site. Among the facilities is a Community Clubhouse which includes a community gathering room, 24-hour fitness center, kitchen, coffee bar, and resort style pool. During fair weather, the garage-style door in the fitness center can be opened to the pool deck for an open-air workout experience. The pool deck includes ample patio furniture with a lounge space, grilling area, and shaded seating. The clubhouse is also home to Continental’s premiere in-house community management team. Our management team offers resident- focused service that meets and exceeds resident expectations. The community also features picnic areas, a car care center, pet spa, pet playground, walking trail, pickleball court, bocce court, and various landscaped seating areas.



Beyond the varying resident amenities, quality finishes (both interior and exterior), open space, and a walkable approach to community layout are provided throughout the site to promote further neighbor interaction.

The community will be accessible via vehicular and pedestrian connections at Price Drive. Connections to the future commercial property will be provided at the southwest quadrant of the multifamily lot.

The subject property is currently vacant, with portions being used as farmland. The proposed community and supporting improvements will provide value to the overall community by way of increased discretionary spending by residents, increased sense of community, and assisting the City in providing homes required to support their population and commercial/employment growth goals. The 328 new homes, and approximately 580 residents who will live there immediately upon completion, will account for additional water and sewer bills and additional retail and commercial income for surrounding uses (as demonstrated in the enclosed Exemption Request and Rationale).

C. EXEMPTION REQUEST AND RATIONALE

Summary

Continental Properties is requesting exemption of its Development Impact Fee for its proposed Springs at Locust Grove development. The current development impact fee is \$1,446 per multifamily unit, or \$474,288. The rationale for requesting such an exemption is centered on the scope of public infrastructure the project will be constructing benefiting the public and/or future developments, as well as the overall economic stimulus created by the project.

Public Infrastructure

The Springs at Locust Grove development will include the expansion of Price Drive, as well as extension or expansion of certain utilities required to serve the adjacent townhome and commercial parcels.

1. Price Drive – Expansion includes widening to include a continuous left turn lane, as well as curb cuts and acceleration/deceleration lanes for the townhome and commercial parcels.
 - a. Public Benefit: provision of a safe and more convenient access path for current and future industrial businesses north of the development. Additionally, incentivize future commercial and housing development within the planned development, by front loading the capital expense of these broad roadway improvements, increasing the feasibility of providing new and modern commercial amenities for the broader public, and new diverse housing options for current and future household formations.
 - b. Cost: \$1,008,868
2. Utility Extension/Expansion – Provide Sanitary Sewer to the townhome tract, as well as stormwater provisions for the future commercial parcel.
 - a. Public Benefit: Incentivize future commercial and housing development future commercial and housing development within the planned development, by front loading the capital expense of these broad roadway improvements, increasing the feasibility of providing new and modern commercial amenities for the broader public, and new diverse housing options for current and future household formations.
 - b. Cost: \$568,120.00

Economic Stimulus

1. Population Density – The City of Locust Grove’s comprehensive plan discusses the desire to attract additional high-quality commercial amenities including expansion of dining and entertainment options. It is a fact that developers and operators of these establishments seek out areas high population density with a high level of disposable income to guarantee sustainable operation. While Locust Grove’s population is increasing at an impressive pace, it does not currently have the population density and diverse housing typologies needed to increase population density to a comparable level to those communities which have successfully

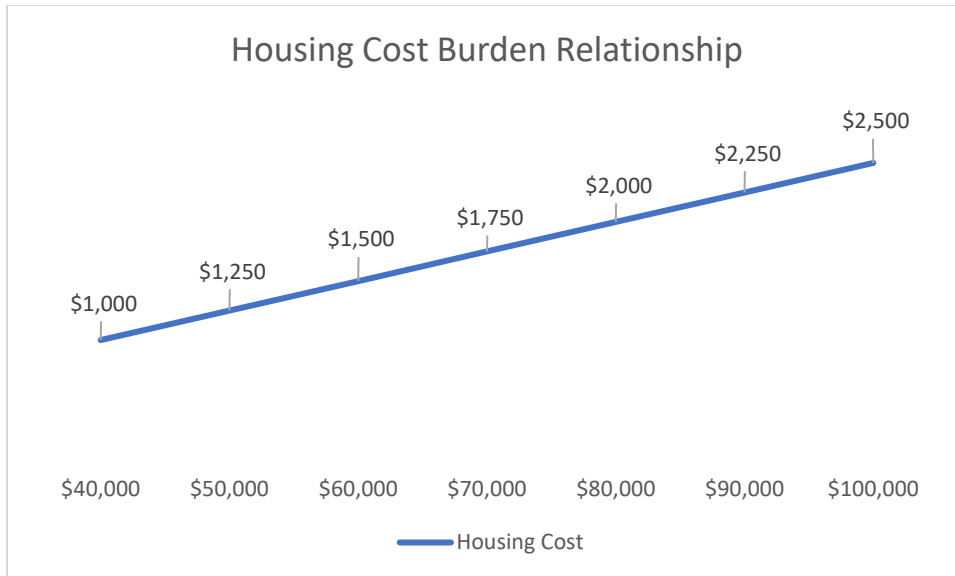
attracted these premier dining and entertainment operators. Creating a base of diverse, more dense housing typologies is a necessity for the City of Locust Grove to realize this goal.

2. Increased Disposable Income – The average home value in Locust Grove is >\$330k, in today's market this equates to a mortgage payment in most cases exceeding \$2,300. Proposed rents at the Springs at Locust Grove average about \$1,700 per month. Not only does this represent a more attainable housing option for the average resident, but also frees up more disposable income for discretionary spending. Based on ESRI data, after rent expense, the average household at the Springs at Locust Grove is estimated to spend ~\$45,000 in discretionary funds per year, equating to >\$14,000,000 in added revenue to businesses in the trade area. Within 7 years from development, total discretionary expenditures from residents of the Springs at Locust Grove are anticipated to exceed \$100 million dollars in the trade area. This stimulus to current and future local businesses will enhance the economic vitality of Locust Grove as a whole, and benefit the public by attracting new, high-quality businesses.

3. Attracting Commercial Development – The 328 multifamily homes, in addition to 56 proposed town homes will help provide the increased population density and rooftops to attract commercial development to include restaurants, retail shops, office, and other leisure amenities. Nodes of more intense development can help achieve the City of Locust Grove's economic development goals as outlined within the comprehensive plan. According to CoStar, within a two-mile radius of the property, there are approximately 1.85 million square feet of retail with an average vacancy rate of 1.6% across 94 properties. The vast majority of these properties are located east of I-75. Our project would help attract quality commercial development west of I-75. Allowing more opportunity for current and new residents to live, work, shop, and recreate in Locust Grove would allow the city to realize more benefit from the lifecycle of each dollar these individuals spend.

Housing the Future of Locust Grove

The top current and future employers in Locust Grove are located within a 30-minute drive of the proposed community. New employers within 10 minutes of the community are expected to include the Andersen Corporation, Gardner Logistics Park and Carmax which are expected to yield average salaries of \$60-100k per year. An Associate or bachelor's level teacher in the Henry County School District is scheduled to make \$46-70k yearly. Police Officers in Locust Grove are estimated to make an average of \$73k yearly and fire fighters in Henry County are scheduled to make \$44-\$59k yearly. Below is a table outlining the amount of monthly housing expense these individuals can take on, without being considered "housing burdened" defined by >30% of a household's monthly budget being accounted towards housing.



At the income level outlined above the described employees can afford the following monthly payments for housing without being “housing burdened”:

- New Employers: \$1,500-\$2,500
- Teachers: \$1,150-\$1,750
- Police Officer \$1,825
- Fire Fighters: \$1,475

The current average home value in the City of Locust Grove is \$339,668, requiring an average mortgage payment of \$1,808, insurance of \$144, and taxes of \$407 monthly, totaling a commitment of \$2,359 monthly. The average single employee or young couple in entry level positions will struggle to achieve homeownership in the City of Locust Grove.

As the City continues to grow, there is a **public need** for high-quality, desirable housing options, such as the Springs at Locust Grove, which single individuals or young families can afford without being burdened. Unless more attainable housing options are provided, these individuals and young families may have to live elsewhere, limiting the City’s and the City’s employers’ potentials to maximize attraction of talented employees. The Springs at Locust Grove will offer a housing option for these individuals and young families, meeting a current a future demand, not currently met by Locust’s Grove’s housing mix, which monthly rents are expected to range from \$1,350 for an efficiency home to \$2,100 for a 3BR home, with an average rent level of \$1,600-\$1,700 across all floor plan, providing options for the described employees to live in Locust Grove without burden.

In summary, the impact fee exemption being requested, will assist in mitigating a portion of the infrastructure burden associated with the property, and assist the City in realizing an economic stimulus which will aid in the City’s mission of realizing sustainable growth in years to come.



LOCUST GROVE EST. 1893

Administration Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile: (770) 954-1223

Item Coversheet

Item: An Ordinance to authorize the acceptance of the grant agreement with the State Road & Tollway Authority in accordance with the requirements of the Georgia Transportation Infrastructure Bank for the Peeksville Connector project.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Budget Item: T-SPLOST, SPLOST V, General Fund (Dept. 4210)

Date Received: June 21, 2024

Workshop Date: TBD

Regular Meeting Date: July 1, 2024

Discussion:

Upon the City of Locust Grove’s (“City”) successful completion of a competitive application process, the Georgia Transportation Infrastructure Bank (“GTIB”) offered the City a \$2 million grant through a program administered by the State Road and Tollway Authority (“SRTA”) to offset construction costs associated with the Peeksville Connector project.

The attached Ordinance will authorize the Mayor Pro Tem to accept the terms of the Grant Agreement upon review and recommendation by the City Attorney’s Office as well as authorize the execution and submittal of the following documents by the appropriate personnel:

1. The Grant Agreement, including Exhibits A-I
2. A Signature Card – designates who may request a Draw on behalf of the City
3. A Supplier Change Form – disbursements from GTIB will utilize ACH
4. An Opinion of Counsel Letter – sample letter included in Exhibit

Recommendation:

Staff recommends approval of the Ordinance to authorize the acceptance of the Grant Agreement with the State Road & Tollway Authority in accordance with the requirements of the Georgia Transportation Infrastructure Bank, for the Peeksville Connector project.

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ACCEPTANCE AND APPROVAL OF THE GRANT AGREEMENT (the “AGREEMENT”) WITH THE STATE ROAD & TOLLWAY AUTHORITY (“SRTA”) IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA TRANSPORTATION INFRASTRUCTRE BANK (“GTIB”) FOR TRANSPORTATION FUNDS RELATED TO THE PEEKSVILLE CONNECTOR PROJECT; TO AUTHORIZE THE MAYOR PRO TEM, THE CITY MANAGER, AND THE ASSISTANT CITY MANAGER TO ENGAGE IN THE NECESSARY STEPS TO EFFECTUATE THIS ORDINANCE; TO AUTHORIZE THE CITY ATTORNEY TO REVIEW ANY AND ALL DOCUMENTS RELATED TO THIS ORDINANCE; TO AUTHORIZE THE CITY CLERK TO ATTEST ANY AND ALL SIGNATURES RELATED TO THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, the City has determined that it is in the best interests of the public to extend Peeksville Road from the current terminus at SR 42 westward to intersect with Frances Ward Drive, tentatively named Peeksville Connector (the “Project”), as a way to mitigate traffic congestion along portions of Highway 42 and Bill Gardner Parkway; and,

WHEREAS, the City hired a licensed engineer to design and create construction plans for the Project and to coordinate with the Georgia Department of Transportation regarding approvals and permitting, if necessary, required to implement the construction of the Project; and,

WHEREAS, the Mayor and City Council approved the construction plans for the Project and instructed Staff to begin the property acquisition process by engaging the services of a professional real estate appraiser during a Council Retreat on July 18, 2023; and,

WHEREAS, the Mayor and City Council approved a Resolution to accept the appraisals during an Executive Session on October 16, 2023; and,

WHEREAS, preliminary cost estimates for the Project, including legal and engineering costs, property acquisition, construction and permitting (the “Project Costs”) total to approximately, \$4,435,000; and

WHEREAS, the amount of available funding to the City for the Project is limited due to recent cost inflation of other projects contemplated in the City’s SPLOST IV, SPLOST V and T-SPLOST programs to a point where completion of the Project may be in dire jeopardy without additional sources of funds; and,

WHEREAS, in January 2024, the City sought to mitigate the impact the Project Costs may have to the General Fund by applying for a grant through SRTA’s GTIB in the amount of two-million dollars (\$2,000,000); and,

WHEREAS, the submittal of the application for GTIB grant funding was ordained and authorized by the City Council on January 16, 2024; and,

WHEREAS, the City’s application for GTIB grant funding was approved by SRTA on June 6, 2024 in the amount of \$2,000,000 for the purpose of offsetting costs associated with construction on the Project; and,

WHEREAS, to effectuate the GTIB grant funding, the City, after careful consideration, must approve and execute the terms contained in the Agreement, attached hereto as **Exhibit A**; and,

THEREFORE, IT IS NOW ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:

1. **Approval.** The Mayor Pro Tem and the City Council, hereby approve the Ordinance to accept and approve the Agreement with SRTA, in accordance with the requirements of the GTIB, for grant funding in the amount of TWO MILLION DOLLARS for the purpose of offsetting costs associated with construction for the Peeksville Connector transportation project.

2. **Authorization.** The Mayor Pro Tem, City Manager, and Assistant City Manager are hereby authorized to execute all necessary measures and appropriations to effectuate this Ordinance.
3. **Documents.** The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Ordinance, subject to approval as to form by the City Attorney and approval of contract by the Mayor and City Council.
4. **Severability.** To the extent any portion of this Ordinance is declared to be invalid, unenforceable or non-binding, which shall not affect the remaining portions of this Ordinance.
5. **Repeal of Conflicting Provisions.** All City Ordinances are hereby repealed to the extent they are inconsistent with this Ordinance.
6. **Effective Date.** This Ordinance shall take effect immediately.

THIS ORDINANCE adopted this 1st day of July , 2024.

Vincent Williams, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk

City Attorney

(seal)

EXHIBIT A

**GTIB GRANT AGREEMENT FOR CITY OF LOCUST GROVE
PEEKSVILLE CONNECTOR PROJECT**



STATE ROAD & TOLLWAY AUTHORITY

STATE OF GEORGIA

Brian P. Kemp, Governor
Chairman

Jannine Miller
Executive Director

June 21, 2024

Bert Foster, Assistant City Manager
City of Locust Grove
P.O. Box 900
Locust Grove, GA 30248
bfoster@locustgrove-ga.gov

Re: Georgia Transportation Infrastructure Bank Grant

Dear Mr. Foster:

Enclosed are the grant documents for the Georgia Transportation Infrastructure Bank (GTIB) grant previously committed to your community ("Recipient"). We look forward to working with you on your project. In this package you will find:

1. The Grant Agreement, including Exhibits A – I;
2. A Signature Card;
3. Supplier Change Form; and
4. The Opinion of Recipient's Counsel.

GRANT AGREEMENT

The Grant Agreement is enclosed. Have the appropriate official sign the Grant Agreement and the appropriate person attest the signature. *Do not complete the date* on the first page of the Grant Agreement. Once signed, return the Grant Agreement with the other documents to GTIB so that we may properly execute them. At that time, we will date the Grant Agreement and return one complete original to you for your files.

SIGNATURE CARD

All draw requests must be signed by a designated official(s) of the Recipient. It is the Recipient's option to decide who signs and how many signatures are required. On the signature card you may (1) designate up to four individuals who will be authorized to sign a draw request and (2) indicate whether one or two signatures are required. Draw requests will not be accepted for processing without the appropriate signature(s); therefore we suggest that more than one person be



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authorized to sign the draw request. The signature at the bottom of the signature card, indicating that the listed signatories have the authority to sign the Draw Request, may not be from an individual who is being given authorization to sign a Draw Request.

SUPPLIER CHANGE FORM

GTIB will be making disbursements utilizing the Automated Clearing House (ACH) method to a financial institution. This form is used to designate the financial institution, the routing number, and account number to which the GTIB will transfer funds. Please complete the Supplier (Vendor) Management Add/Change Form and include a voided check for account number verification.

OPINION OF BORROWER'S COUNSEL

Attached is a sample letter that must be executed by the Recipient's attorney on the attorney's letterhead. Your attorney will prepare the letter *after* I notify him of the date of the Grant Agreement. However, on the signature page of the Grant Agreement, the Recipient's attorney must sign where indicated before the attorney opinion is produced.

All of these documents must be returned to the GTIB with electronic signatures. *A completed 2024 W-9 form must also be returned to us with the package.* Please keep in mind that setting up the wire transfer account can take up to 10 business days from the date GTIB receives the entire grant documents properly executed. If you have any questions, please do not hesitate to contact Cindy Treadway via email at ctreadway@srta.ga.gov. Thank you for the opportunity to allow the GTIB to assist you with financing this project.

Sincerely,

Elizabeth Pavlis

Elizabeth F. Pavlis
Legal Associate

Enclosures

cc: Andrew J. Welch, Attorney (via email/enclosures)

**GEORGIA TRANSPORTATION INFRASTRUCTURE BANK
AGREEMENT FOR GRANT PROGRAM**

THIS AGREEMENT FOR GRANT PROGRAM (the “Agreement”), dated _____, 2024 (the “Effective Date”) is made by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as “GTIB”), and the City of Locust Grove (the “Recipient”). The GTIB and Recipient may be referred to collectively as the “Parties” and individually as the “Party.”

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia government units with grants for the construction of certain eligible transportation projects; and

WHEREAS, Recipient represents to the GTIB that Recipient is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. DEFINITIONS. Any capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in Exhibit A.

2. PROJECT. Recipient seeks partial funding for the project listed in **Exhibit B**, attached hereto and incorporated herein (the “Project”). The Project Scope is detailed in **Exhibit B**. Recipient shall notify the GTIB of any change to the Project Scope upon the earlier of (a) seven (7) business days after Recipient is aware of the circumstances requiring such change or (b) Recipient’s execution of documentation reflecting such change. After evaluation of the change, the GTIB shall advise the Recipient as expeditiously as possible if the change will result in a default of this Agreement pursuant to **Section 15 (Event of Default/Remedies)**.

3. GRANT AND ACCEPTANCE. The GTIB hereby makes and Recipient hereby accepts this grant for a transportation project (“Grant”) in the Grant Amount for the Grant Purpose upon the terms and conditions of this Agreement. The Recipient agrees that the Grant Amount (a) will be spent pursuant to the breakdown set forth in **Exhibit B** and pursuant to the terms of this Agreement and (b) will not be used for expenses already incurred or paid for by Recipient before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the GTIB. If Recipient does not use the Grant Amount pursuant to the breakdown set forth in **Exhibit B**, then Recipient shall advise the GTIB immediately of such change. Any revision to the breakdown of the Grant Amount as set forth in **Exhibit B** must be agreed to by the Parties and evidenced by an amendment to this Agreement. In the event a reallocation cannot be agreed to or a reallocation is not otherwise needed, then the Recipient’s authority to expend or contractually obligate the unencumbered Grant Amount will expire upon notification to the Recipient by the GTIB. If the GTIB delivered the Grant Amount to the Recipient, then that portion of the Grant Amount that will not be reallocated must be repaid to the GTIB no later than thirty (30) days after notification to the Recipient by the GTIB.

4. PROJECT BUDGET. The Project Budget is set forth in **Exhibit B**. Recipient has already obtained or otherwise received commitments for other funding for the Project (collectively, “Other Funding”), which Other Funding is more specifically set forth in the grant application and associated documentation completed by Recipient and furnished to the GTIB prior to the Effective Date (collectively, “Grant Application”), which Grant Application is incorporated herein by reference as **Exhibit C**. Recipient must notify the GTIB within 15 days of any changes to the Project Budget that may result in the reduction and/or elimination of some or all of the Other Funding or the Grant Amount.

5. DEADLINES.

5.1. Expend/Obligate Grant Amount Recipient must expend or contractually obligate the full amount of the Grant Amount no later than the Expiration Date. On the Expiration Date, Recipient’s authority to expend or obligate contractually the unencumbered Grant Amount will expire. The Expiration Date may be extended by one year only upon mutual written consent, in the form of an amendment to this Agreement, signed by both Parties.

5.2. Duty to Wrap Up Recipient will manage the Project, retain a contractor to manage the Project, or contract with a governmental unit to manage the Project and impose terms in any related contracts so as to fulfill the Grant Purpose within six (6) months of the Expiration Date (“Wrap Up Date”). No later than thirty (30) days following the Wrap Up Date, Recipient must return to GTIB any unspent Grant Amount, whether contractually obligated or not, unless the GTIB consents, in its sole discretion, to a new deadline in writing.

6. GRANT CONTINGENCY FUNDS. If Recipient designates and the GTIB approves all or a portion of the Grant Amount to be used for a reserve (e.g., use in the event of an item overrun) or other contingency, as more specifically set forth in the Grant Application (“Grant Contingency Funds”), and a portion of the Grant Contingency Funds remain unencumbered upon the earlier of the completion of the phase in which the contingency was allocated or upon the Expiration Date (“Expiration of Grant Contingency Funds”), then upon the Expiration of the Grant Contingency Funds the Recipient’s authority to expend or contractually obligate the unencumbered Grant Contingency Funds will expire. If the GTIB delivered Grant Contingency Funds to the Recipient pursuant to **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**, then that portion of the Grant Contingency Funds that Recipient has not spent or contractually obligated by the Expiration of Grant Contingency Funds, must be repaid to the GTIB no later than thirty (30) days after the Expiration of Grant Contingency Funds.

7. ACCOUNTABILITY.

7.1. Accounting. Recipient will account for the Grant Amount in accordance with generally accepted governmental accounting standards. Recipient will also account for the Grant Amount and keep track of the application of the Grant Amount in such a way that Recipient’s receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Grant Amount, Recipient will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

7.2. Audit. Recipient will allow and cooperate with any audit or investigation of grant administration requested or undertaken by the GTIB, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Grant Amount, Recipient will require such parties to allow and cooperate with such audits. The requirements of this **Paragraph 7.2** are in addition to those contained in **Paragraphs 8.4 (Verification) and 8.5 (Disbursement of Grant Amount)**.

7.3. Records Retention. Recipient will maintain the records described in **Paragraph 7.1 (Accounting)** for at least five (5) years after the latter to occur: Recipient has fully spent the Grant Amount or the Project in its entirety is completed.

7.4. Written Contracts. Any expenditure or obligation of the Grant Amount by Recipient to a third party must be pursuant to a written contract.

7.5. Statutory Certification.

7.5.1. Grants in Excess of \$5,000. If the Grant Amount is greater than \$5,000, then this Grant is conditioned upon receipt by the State Auditor of the properly completed grant certification form or forms as required by O.C.G.A. § 36-81-8.1. The GTIB believes that **Exhibit D**, attached hereto and incorporated herein, is the current *Grant Certification Form and Independent Accountant’s Report* designated by the State Auditor, but Recipient must determine from the State Auditor the correct form to use at the time for submission. Recipient must cause the Grant Certification Form and Independent Accountant’s Report to be filed with the State Auditor for each fiscal year in which Recipient expends all or a portion of the Grant Amount and/or after which Recipient has an unexpended balance in Grant Amount. The Grant Certification Form and

Independent Accountant's Report must be filed with the State Auditor in conjunction with the periodic audits or reports required of Recipient under O.C.G.A. § 36-81-7 by the time such audit or report is due, annually unless Recipient qualifies and elects to proceed with a biennial audit under O.C.G.A. § 36-81-7(a)(2).

7.5.2. Grants of \$5,000 or less. If the Grant Amount is equal to or less than \$5,000, Recipient must submit to the State Auditor the properly completed grant certification form required by subsection (b) of O.C.G.A. § 36-81-8.1 and **Paragraph 7.5.1 (Grants in Excess of \$5,000)**, except that Recipient may certify alone that the Grant Amount was used solely for the Grant Purpose without certification by its independent auditor.

7.6. Quarterly Project Status Update. Commencing three (3) months after the Effective Date and continuing every three (3) months thereafter through and until the expiration of this Agreement or the completion of the Project, whichever occurs later, the Recipient shall complete the Quarterly Project Status Update using the form attached as **Exhibit E**, and forward the same via email to: GTIB Project Manager at gtibinfo@sрта.ga.gov.

8. PAYMENT.

8.1. Draw Request. The GTIB agrees to make disbursements of the Grant Amount to the Recipient in accordance with Paragraph 8 and the Project Budget. To the extent Recipient seeks Grant Contingency Funds, Recipient shall follow the procedures set forth in **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**. Recipient shall deliver to the GTIB a draw request in the same form as is attached hereto as **Exhibit F** and incorporated herein ("Draw Request") no later than 5:00 P.M. on the 20th day of each month subsequent to the month in which work was performed that will be paid for, in whole or in part with the Grant Amount. Supporting documentation, as is more detailed in **Exhibit F**, shall be submitted with each Draw Request. Each Draw Request must be signed by an authorized representative of the Recipient. Recipient must also attach to each Draw Request a completed Project Engineer certification in the same form as set forth in **Exhibit G**, attached hereto and incorporated herein, and signed by the Project Engineer.

8.2. Monthly Draws. The Recipient shall submit a Draw Request not more frequently than monthly.

8.3. Monitoring, Audits. Upon request, the Recipient agrees to provide the GTIB or the GTIB's designee with any information the GTIB deems necessary to monitor the performance of this Agreement, and further agrees that the Grant Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Recipient under this grant Agreement. The Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify Recipient from receiving any further grants or loans from the GTIB or further payments pursuant to this Grant Agreement until such time as the GTIB, in its sole determination, satisfactorily resolves any issues.

8.4. Verification. The GTIB or its designee shall have the right but not the obligation, to verify the contents of each Draw Request or Recipient's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Recipient, its contractors or the Project Engineer questions concerning the Project or this Agreement. Recipient agrees that it will cooperate with and assist the GTIB in all ways reasonably necessary to allow the GTIB to perform verification and respond to any of the GTIB's questions within seven (7) Business Days of the GTIB's request. If GTIB cannot verify the contents of any Draw Request or verify that Recipient is complying with the terms of this Agreement, then the GTIB will advise the Recipient of its findings. The Recipient shall then have ten (10) Business Days in which to submit additional information or perform certain actions so that the GTIB is able to verify compliance. If the GTIB is still unable to verify compliance as set forth above or if the Recipient did not furnish any additional information, then the GTIB will disapprove the Draw Request and/or pursue its rights under **Section 15 (Events of Default/Remedies)**.

8.5. Disbursement of Grant Amount. Provided all the conditions in **Section 8 and Exhibit F** have been met to GTIB's satisfaction, and Recipient is not otherwise in breach of this Agreement, the GTIB will approve disbursement within ten (10) Business Days of the later of verification, if any, undertaken by the GTIB pursuant to **Paragraph 8.4 (Verification)** or GTIB's receipt of a correct and complete Draw Request. If a particular line item of work is being paid by Recipient on a lump sum basis, the amount due to the Recipient each month for such work will be determined by the percentage of that work completed, or task milestones or deliverables

achieved. Within twenty-one (21) Days from the GTIB's approval of a Draw Request, the GTIB will transfer payment as set forth above to the account designated by the Recipient. Disbursement of all or a portion of the Grant Amount shall not be interpreted as GTIB's acceptance or agreement that the work was performed in compliance with this Agreement or with any other applicable law, rule, regulation or ordinance, regardless of whether the GTIB performed monitoring/audits set forth in **Paragraph 8.3 (Monitoring, Audits)** or verification set forth in **Paragraph 8.4 (Verification)**.

8.6. Disbursement of Grant Contingency Funds. If the GTIB agrees to disburse the Grant Contingency Funds prior to Recipient expending or contractually obligating the Grant Contingency Funds, then no later than fourteen (14) Days after each disbursement to Recipient of the Grant Contingency Funds, Recipient shall forward to the GTIB an invoice containing the same information as required in **Paragraph 8.1 (Draw Request)**.

8.7. Source of Grant Amount. The GTIB's commitment to make distribution of the Grant Amount to the Recipient shall be a limited obligation of the GTIB, to be funded solely from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

9. PROJECT COMPLETION. Recipient anticipates that the Project will be completed by the Completion Date set forth in **Exhibit B**. Recipient shall notify the GTIB in writing of any changes to the Completion Date.

10. WAIVER/INDEMNIFICATION.

10.1. Waiver. The Recipient expressly acknowledges that the GTIB Parties in passing through the Grant Amount to Recipient, have neither assumed nor undertaken any legal duties to the Recipient or to any third party. The Recipient waives, releases, relinquishes, and discharges any and all claims or demands against the GTIB Parties for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Recipient and even if the GTIB Parties knew the existence of such claims. Recipient further understands and agrees that monitoring, auditing and/or verification performed by the GTIB pursuant to **Paragraphs 8.3 (Monitoring, Audits) and 8.4 (Verification)** is solely for GTIB's use and shall not be interpreted or used by Recipient (i) as GTIB's approval or acceptance of the work in compliance with this Agreement or in compliance with any applicable laws, rules, regulations and ordinances or (ii) for any other use. Recipient further waives as against the GTIB Parties all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to reasonable attorneys' or experts' fees, and damages of any kind related in any way to such verification or certification.

10.2. Indemnification. Recipient hereby agrees to indemnify, defend, protect, and save harmless the GTIB Parties of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage, fines, fees, and expenses, including but not limited to reasonable attorneys' and experts' fees, personal injury, including but not limited to death, and real and personal property damages caused by (a) any act or omission of Recipient, its agents, employees, contractors, subcontractors, suppliers, or others working at the direction of the Recipient or its contractor or any other person or entity working on Recipient's behalf (collectively, "Recipient Parties") or (b) the breach of this Agreement by Recipient. This indemnification applies even if a tort or negligent act of the GTIB Parties is partially responsible for the situation giving rise to the claim, but in such event this indemnification applies only to the extent of Recipient Parties' act(s) or omission(s) giving rise to the claim. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the GTIB of Administrative Services of the State of Georgia (collectively, the "STC Fund"), the Recipient agrees to reimburse the STC Fund for any monies paid out by the STC Fund related to or arising out of this Agreement.

10.3. Limitation of Liability. In no event shall the GTIB Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits, lost funding, lost use of any facilities, or lost taxes, arising out of this Agreement. Subject to the provisions in this **Section 10 (Waiver/Indemnification)**, any GTIB liability shall be a limited obligation of the GTIB that in no event shall exceed the unused portion of the Grant Amount; provided further that such amount may only be funded from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

11. CONFLICTS OF INTEREST. The Recipient hereby attests that all of the officials of the Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

12. LAWS, ETC. The entirety of the Project shall be constructed in accordance with all applicable federal, State and local laws, rules, regulations and ordinances and as otherwise set forth in the Grant Documents.

13. ENFORCEABLE AND LEGALLY BINDING ACTIONS. By entering into this Agreement, Recipient undertakes to have complied with all law applicable to its participation in the Agreement and to make the Agreement binding, including proper meeting conduct (in compliance with open meeting law requirements and otherwise) and with proper entries into its minutes.

14. WARRANTY. Recipient represents and warrants to the GTIB:

14.1. Grant Documents. The Grant Documents, the consummation of the transactions therein contemplated, and the compliance with all of the provisions thereof are the valid, legal, binding, and enforceable obligations of the Recipient. The officials of the Recipient executing the Grant Documents are fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Recipient to execute the Grant Documents on behalf of the Recipient.

14.2. Recipient Status. The Recipient has been duly created and is validly existing according to all State and local laws, rules, regulations and ordinances.

14.3. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default as defined in **Section 15 (Events of Default/Remedies)** or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

14.4. Compliance with Law. To the knowledge of the Recipient, after making due inquiry with respect thereto, the Recipient is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the Project is subject and has not failed to obtain any licenses, permits, or other governmental authorizations (which are presently obtainable) necessary to the Project or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the Project, and there have been no citations, notices, or orders of noncompliance related to the Project and issued to the Recipient under any such law, ordinance, rule, or regulation, except as disclosed in writing to the GTIB.

14.5. Disclosure. The representations of the Recipient contained in the Grant Documents and any certificate, document, written statement, or other instrument furnished by or on behalf of the Recipient to the GTIB in connection with the transactions contemplated hereby, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Recipient has not disclosed to the GTIB in writing that materially and adversely affects or in the future may (so far as the Recipient can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the ability of the Recipient to perform its obligations under the Grant Documents or any of the documents or transactions contemplated therein, which has not been set forth in writing to the GTIB or in the documents and instruments furnished to the GTIB by or on behalf of the Recipient prior to the Effective Date.

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

14.7. Financial Statements. The financial statements of the Recipient that have been provided to the GTIB in connection with the Grant present fairly the financial position of the Recipient as of the date thereof and the results of its operations and its cash flows 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). Since the date of the most recent annual financial statements for the Recipient delivered to the GTIB in connection

with the Grant, there has been no material adverse change in the Recipient's financial condition, assets, management, control, operations, or prospects.

14.8. Grant Application. (i) All of the information contained in the Grant Application was, as of the date the Grant Application, and will remain, until the termination of this Agreement, complete, accurate and correct in every way, and (ii) the Recipient is not aware of any circumstances that may cause any information included in the Grant Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

14.9. Draw Request. All of the information that will be included in each Draw Request pursuant to **Paragraph 8.1 (Draw Request)** and the certifications furnished to GTIB as required in **Paragraph 8.1 (Draw Request)** will be true and correct in every way and form.

14.10 Reaffirmation. Each Draw Request by the Recipient pursuant to **Section 8 (Payment)** shall constitute a representation and warranty by the Recipient to the GTIB that the foregoing statements are true and correct on and as of the Effective Date as well as on and as of the date of the draw request.

15. EVENTS OF DEFAULT/REMEDIES.

15.1. Event of Default. Each of the following events shall constitute an Event of Default:

15.1.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)**;

15.1.2. Non-conforming Use. All or a portion of the Grant Amount was or will be spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement, which default shall continue for three (3) Business Days after the GTIB gives the Recipient written notice thereof;

15.1.3. Revised Project Scope. There is a change in the Project Scope such that the revised Project Scope, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.4. Revised Project Budget. A change in the Project Budget such that the revised budget, if originally included in the Grant Application, would have in the GTIB's opinion, resulted in the rejection of the Grant Application;

15.1.5. Breach of Representation or Warranty. Any representation or warranty made by the Recipient in any Grant Document that is false or misleading in any material respect; or

15.1.6. Additional Breach. Any default by the Recipient in the performance or observance of any term, condition or provision contained in any Grant Document and not referred to in **Paragraphs 15.1.1. through 15.1.5.** above, which default shall continue for thirty (30) Business Days after the GTIB gives the Recipient written notice thereof. If SRTA believes Recipient is using its best efforts to cure any breach included in this **Paragraph 15.1.6.**, then SRTA, in its sole discretion, may extend in writing the cure period provided for herein.

15.2. Remedies. If one or more Events of Default should occur, then the GTIB may declare the Recipient to be in default hereunder, and immediately exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the GTIB may have:

15.2.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)** will result in Recipient's forfeiture of the Grant and the Grant Amount, whether paid to Recipient or not and whether spent, unspent, or contractually obligated. Upon demand, Recipient will repay and return to the GTIB the amount of any Grant Amount paid to Recipient.

15.2.2. Non-conforming Use. Recipient must repay the GTIB that portion of the Grant Amount spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement no later than the end of the month following any such expenditure or contractual commitment.

15.2.3. Return of Grant Amount. Upon demand, Recipient must repay the GTIB any and all portions of the Grant Amount forwarded to the Recipient by the GTIB.

15.2.4. Withholding of State Funds. If the Recipient fails to repay the GTIB all or a portion of the Grant Amount as required in the Agreement, then the GTIB shall notify the appropriate State officials who shall withhold all or a portion of the funds of the State and all funds administered by the State and its agencies, boards, and instrumentalities allotted or appropriated to Recipient and/or to the government under which Recipient operates and apply an amount of such withheld funds that is necessary to the payment of the amount due under this Agreement.

15.2.5. Withholding of Grants for Unresolved Findings. The GTIB may in its sole discretion withhold from Recipient any other grants so long as any audit or report findings respecting the Grant remain unresolved as determined by the GTIB in its sole discretion or during any other time in which Recipient is not in compliance with this Agreement, as determined by the GTIB in its sole discretion.

15.2.6. Other Remedies. Upon the occurrence of an Event of Default, the Recipient, 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 Grant Documents may appear necessary or desirable to collect the Grant and other amounts payable by the Recipient hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Recipient under the Grant Documents, including but not limited to requiring the Recipient to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the GTIB under this Agreement have been fully paid.

15.2.7. Interest. Any Grant Amount required to be returned to GTIB under this **Paragraph 15** must be returned with interest at the rate of 1½% per month or the highest rate allowed by law, whichever is lower.

15.2.8. Termination of Grant. Upon the occurrence of an Event of Default, the GTIB may, in its discretion, by written notice to the Recipient, terminate its remaining commitment (if any) hereunder to make any further advances of the Grant, whereupon any such commitment shall terminate immediately.

15.3. Reservation of Rights. Nothing in this Agreement shall be deemed to (1) be a waiver by the GTIB of any statutory protection afforded to it, or (2) limit the right of the GTIB (i) to exercise self-help remedies including but not limited to set off, or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief. Neither the exercise of self-help remedies nor the institution or maintenance of an action for provisional or ancillary remedies shall constitute a waiver of the right of the GTIB to litigate the merits of the controversy or claim occasioning resolve to such remedies.

15.4. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Grant Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Recipient waives its application.

15.5. Recipient Responsible for GTIB's Expenses. All sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, reasonable attorneys' fees incidental to the enforcement by GTIB of any term of the Agreement shall be an indebtedness of the Recipient, evidenced by this Agreement.

16. TERMINATION. At such time as the GTIB is no longer obligated under this Agreement to make any further advances under the Grant and all principal, interest, or other amounts owing with respect to the Grant and hereunder have been finally and irrevocably repaid by the Recipient to the GTIB, and the period of time set forth in **Paragraph 7.3 (Records Retention)** has expired, this Agreement shall terminate.

17. SPECIAL CONDITIONS. Any special conditions applicable to this Agreement are set forth in **Exhibit H**, which is attached hereto and incorporated herein.

18. SIGNS. GTIB shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in GTIB's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs does not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety. If Recipient erects signage on or about the Project, on which Recipient's name or logo is to be placed, Recipient will also place SRTA's logo on such signage. Recipient will coordinate all aspects of signage with SRTA's Chief Communications Officer prior to ordering any such signs.

19. FULL FAITH AND CREDIT. To the extent permitted by law, the obligations and debt incurred by Recipient under this Agreement shall be backed by the full faith, credit and taxing power of the Recipient.

20. EXHIBITS. The following Exhibit is incorporated by reference into and made a part of this Agreement:

Exhibit C- Grant Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Definitions

Exhibit B- Project Information

Exhibit D- State Auditor Certificate

Exhibit E- Quarterly Project Status Update

Exhibit F- Draw Request

Exhibit G- Engineer Certification

Exhibit H- Special Provisions

Exhibit I- Georgia Environmental Protection Act

21. MISCELLANEOUS PROVISIONS.

21.1. Parties Bound. This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

21.2. Time of the Essence; Force Majeure. Time is of the essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to Force Majeure events. *Force Majeure* means any cause beyond the control of either Party, including but not limited to: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Recipient shall not be required to settle any strike or labor disturbance in which it may be involved or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure and such Party does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure.

21.3. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Venue shall be exclusively in the Superior Court of Fulton County, Georgia and the

Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.

21.4. Assignment. Recipient may not assign all or part of this Agreement to a third party without the prior written permission of GTIB, which may be granted or refused at the sole discretion of GTIB. Any assignment made in violation of this paragraph is hereby declared null and void.

21.5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received, or in the event of refusal to accept delivery, the day of the first attempt to deliver. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

For GTIB:

Cindy Treadway
State Road and Tollway Authority c/o GTIB
245 Peachtree Center Avenue, Suite 2200
Atlanta, GA 30303

For the Recipient:

Bert Foster, Assistant City Manager
City of Locust Grove
P.O. Box 900
Locust Grove, GA 30248

Phone: (404) 893-6186

Email: ctreadway@srta.ga.gov

Email: bfoster@locustgrove-ga.gov

21.6. Compliance with Laws; Taxes. The Recipient will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

21.7. Remedies Cumulative. The rights and remedies of the GTIB under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

21.8. Waiver and Severability. The waiver by the GTIB of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.

21.9. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits by reason of this Agreement.

21.10. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.

21.11. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person’s or Party’s successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

21.12. Counterparts. The Parties may execute this Agreement in counterparts.

21.13. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 21.3 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party over the other Party because such Party drafted the Agreement.

21.14. Survival. **Sections 7 (Accountability), 8 (Payment), 10 (Waiver/Indemnification), 12 (Laws, etc.), 14 (Warranty), 15 (Events of Default/Remedies), 17 (Special Conditions), 19 (Full Faith and Credit), and 21 (Miscellaneous Provisions)** shall survive the termination for whatever reason of this Agreement.

21.15. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The GTIB shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document furnished by the Recipient to the GTIB that attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. All such terms and conditions are hereby declared null and void. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed, sealed and executed this Agreement as of the Effective Date.

Recipient

(SEAL)

Georgia Transportation Infrastructure Bank

By: _____
Name
Title

By: _____
Jannine Miller, Executive Director

Attest: _____

Attest: _____

Approved as to form:

By: _____
Recipient's Attorney

EXHIBIT A Definitions

“**Business Day**” means Monday through Friday excluding state recognized holidays.

“**Days**” means calendar days unless otherwise specified in this Agreement.

“**Draw Request**” means the form attached as **Exhibit F**.

“**Effective Date**” means the date set forth in the Preamble of this Agreement.

“**Event of Default**” has the meaning assigned to it in **Section 14**.

“**Expiration Date**” means the third (3rd) anniversary of the Effective Date.

“**Grant Amount**” has the meaning assigned to it in **Exhibit B**.

“**Grant Application**” means **Exhibit C**.

“**Grant Contingency Funds**” has the meaning assigned to it in **Section 5**.

“**Grant Documents**” means collectively this Agreement and the Grant Application.

“**Grant Purpose**” has the meaning assigned to it in **Exhibit B**.

“**GTIB Parties**” means the State, the Georgia Transportation Infrastructure Bank, SRTA, and their agents, employees, directors, officers, board, assigns, and designees.

“**Project**” means the project listed in **Exhibit B**.

“**Project Budget**” means the estimated total cost of the Project as set forth in **Exhibit B**.

“**Project Engineer**” means the individual(s), partnership, firm or corporation duly authorized by Recipient to act as the contractual representative.

“**Project Scope**” has the meaning assigned to it in **Exhibit B**.

“**State**” means the State of Georgia.

**EXHIBIT B
PROJECT INFORMATION**

Project Name:	Peeksville Connector
Project Location:	Peeksville Road, Henry County, Georgia
Project Scope:	This project will construct a new two-lane road connecting Peeksville Road at its intersection with SR 42 to Frances Ward Drive including the addition of eastbound turn lanes at SR 42. The project will reduce congestion in downtown Locust Grove and improve connectivity to the state network.
Grant Amount:	Two Million Dollars and No Cents (\$2,000,000)
Grant Purpose:	To fund a portion of construction cost for the project.
Project Completion Date:	Spring 2025
Project Budget:	Five Million Forty-One Thousand Five Hundred Dollars and No Cents (\$5,041,500)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$41,500	N/A
Right-of-Way	\$2,500,000	N/A
Construction	\$2,500,000	\$2,000,000
ESTIMATED TOTAL COST	\$5,041,500	\$2,000,000

**EXHIBIT C
Grant Application**

**Recipient's Grant Application
is incorporated herein by reference.**

EXHIBIT D State Auditor Certificate

INSTRUCTIONS TO STATE OF GEORGIA GRANT CERTIFICATION FORMS AND AFFIDAVITS REQUIRED BY THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 36-81-8.1

As required by O.C.G.A. § 36-81-8.1, each grant of state funds to a local government from the Governor's Emergency Fund or from a special project appropriation shall be conditioned upon the receipt by the State Auditor of a properly completed grant certification form. This means Recipient must certify it has contracted with Subrecipient and Subrecipient has applied Grant Funds paid to Subrecipient to services for Recipient in accord with the Grant Purpose and the agreement between Recipient and Subrecipient. As explained immediately below, in the case of grants in excess of \$5,000, Recipient's certification must be verified by audit, and in the case of grants of \$5,000 or less, Recipient's certification must be supported by Subrecipient's affidavit.

One grant certification form should be prepared for each grant awarded to the local government. The grant certification form(s) should be submitted to the State Auditor with one copy of the annual (or, when allowed, biennial) audit report. Questions concerning the preparation and submission of this form should be referred to the Nonprofit and Local Government Audits Division of the Georgia Department of Audits and Accounts.

Instructions for Completion

Identify the appropriate grant certification form to use. Three forms are available: Grant Certification Form for Local Government Recipient (with no subrecipient); Grant Certification Form for Local Government Recipient (with subrecipient); and Subrecipient Affidavit. Information included in this instruction package will provide guidance on the appropriate form(s) to be completed. All lines and all columns should be completed accurately. The form was designed as an Excel spreadsheet and may be completed by entering data in the appropriate cells. Edit checks are built into the spreadsheet to assist in the proper preparation of the form. If you would like to have the Excel file sent to you via e-mail, request the form by sending an e-mail to locgov@audits.ga.gov. Please note that one form should be submitted for each grant from the Governor's emergency fund or from a special project appropriation. A form must be submitted for each year in which the funds are expended or remain unexpended by the local government or its Subrecipient. Data should be provided in Column 1 for the fiscal year upon which the local government is reporting. Data in Column 2 should represent cumulative totals from the year of grant award through the fiscal year upon which data is provided in Column 1.

The appropriate officials should sign and date the section entitled "Certification of Local Government Officials".

- Where the grant is in excess of \$5,000 and is *not expressly* designated by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by use of a form expressly for subrecipient grants, the certification must be made by the recipient local government and by the local government auditor.
 - An example Independent Accountant's Report to be used when the local government is determined to be in compliance with the provisions of O.C.G.A. § 36-81-8.1 is included in this instruction package. If the government is not in compliance with these provisions, the AICPA's Codification of Standards for Attestation Engagements, Section 601 provides guidance on the appropriate reporting format.
- Where the grant in excess of \$5,000 is *designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, the certification by the local government auditor required by subsection O.C.G.A. § 36-81-8.1(b) may also be made by an in-house or internal auditor of the local government, who meets the education requirements contained in subparagraph (a)(3)(A) of Code Section 43-3-6. The in-house auditor must do more than confirm that Recipient has contracted with Subrecipient for Grant Purposes; the in-house auditor must take steps reasonable for an in-house auditor to confirm that Subrecipient is applying the Grant Funds as required by the Grant.
- Where the grant is for \$5,000 or less and is *not expressly designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants:
 - recipient local government must submit the properly completed grant certification form except that only the local government need certify, and the certification of an auditor is not required.
- However, if the grant for \$5,000 or less also is *designated* by the GTIB as involving a "subrecipient", as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, local government must also require the subrecipient to submit to local government a notarized affidavit.
 - The affidavit must be executed by the executive director, president, chairperson, chief executive officer, or other responsible party representing the subrecipient reasonably acceptable to Recipient, by whatever name or title, to whom the grant funds are disbursed.
 - The affidavit shall be in the form approved by the State Auditor.
 - Such affidavit shall be submitted annually (or biennially when allowed by O.C.G.A. § 36-81-7) for each year that grant funds are expended or remain unexpended according to a schedule established by the local government and shall be made on the form annexed below.
 - Local government must submit a true copy of the affidavit to the Department of Audits and Accounts when submitting its certification.

Mail the Grant Certification Form (including Independent Accountant's Report, report of in-house or internal auditor, and copy of affidavit as the case may be) with one copy of the audited annual financial report to:

State of Georgia, Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.
Room 1-156
Atlanta, Georgia 30334

If the local government meets the eligibility criteria for an agreed upon procedures engagement in accordance with the provisions of O.C.G.A. § 36-81-7, the local government is responsible for ensuring that the procedures performed by its independent certified public accountant are sufficient in scope to enable the CPA to complete the Independent Accountant's Report. These procedures include examination of grant application and award documentation to become familiar with the terms and conditions of the grant; verification of receipt of grant proceeds; and evaluation of the local

government's documentation of expenditures. The purpose of these procedures is to comply with the provisions of O.C.G.A. § 36-81-8.1, requiring certification that the grant funds were used solely for the express purpose or purposes for which the grant was made.

Whether the local government engages an independent certified public accountant to perform an audit or perform the agreed upon procedures, for purposes of meeting the requirements of O.C.G.A. § 36-81-8.1, the independent CPA should be engaged to examine management's assertion of compliance with the requirement to use grant funds solely for the express purpose or purposes for which the grant was made. The independent CPA should conduct the engagement in accordance with the standards for examination engagements for compliance attestation contained in the AICPA's Codification of Statements on Standards for Attestation Engagements. An example report is included in page 4 of these instructions.

This form along with the Independent Accountant's Report, report of in-house or internal auditor, or copy of affidavit, as the case may be, is required to be filed with the state auditor in conjunction with the annual audit for each year in which grant funds are expended or remain unexpended by the local government.

Questions concerning the provisions of O.C.G.A. § 36-81-8.1, the State of Georgia Grant Certification Form, the affidavit or attestation engagements should be referred to the Nonprofit and Local Government Audits Division, Georgia Department of Audits and Accounts, at the address listed above, telephone (404) 656-9145; fax (404) 651-5608; or e-mail logov@audits.ga.gov.

**State of Georgia Grant Certification Form
Local Government Recipient**

Certification of Local Government Officials

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official _____ Date: _____

Signature of Chief Financial Officer _____ Date: _____

**State of Georgia Grant Certification Form
Independent Accountant's Report**

We have examined management's assertion included in the accompanying State of Georgia Grant Certification Form(s) about *[name of government]*'s compliance during the fiscal year ended *[date]* with the requirement to use grant proceeds solely for the purpose or purposes for which the grant was made for each of the following grant award(s):

[Individually identify each grant award of Governor's emergency funds and/or special project appropriations.]

Management is responsible for *[name of government]*'s compliance with this requirement. Our responsibility is to express an opinion on management's assertion about *[name of government]*'s compliance based on our examination.

Our examination was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of government]*'s compliance with this requirement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of government]*'s compliance with the specified requirement.

In our opinion, management's assertion that *[name of government]* complied with the aforementioned requirement during the fiscal year ended *[date]* is fairly stated, in all material respects.

This report is intended solely for the information and use of the Georgia Department of Audits and Accounts and the State grantor agency identified on the Grant Certification Form and is not intended to be and should not be used by anyone other than the specified parties.

[Signature]
[Date]

EXHIBIT E
Quarterly Project Status Update



GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB)
Quarterly Project Status Update

DATE: ___ / ___ / _____

GTIB AWARDEE NAME: _____

NAME OF FUNDED PROJECT: _____

AWARD DATE: _____ OVERALL PROJECT COMPLETION DATE*: _____

**Project completion date refers to the date that the full scope of the project is finished, not the date that all GTIB funds are drawn down.*

CURRENT PHASE OF PROJECT: PE Right-Of-Way Acquisition Construction

CURRENT STATUS: (List any project milestones, construction LET dates, etc.)

**EXHIBIT F
DRAW REQUEST**

Form of Draw Request

Date

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, GA 30303

Re: Grant Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“GTIB”) and the City of Locust Grove (“Recipient”), dated _____, 2024 (“Agreement”)/ Draw Request No.:__*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Recipient hereby requests disbursement in the amount of \$_____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Grant Agreement aggregate \$_____.
2. Time period covered by this Request is for work performed on the Project between _____, 20__ and _____, 20__.
3. The amounts hereby requested have been incurred by or on behalf of the Recipient for Eligible Costs on the Project.
4. The amounts hereby requested are eligible costs under the requirements for the funding source identified in Exhibit B to the Agreement.
5. The amount of this Request, together with all prior Requests, does not exceed the amount of the Grant, and the amount of this Request together with the sum of all disbursements of the Grant proceeds made and to be made will not exceed the Grant Amount or the amount allocated for the applicable line item of the Budget as set forth in **Exhibit B** of the Agreement.
6. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Grant proceeds.
7. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
8. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
9. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.

10. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the GTIB and with good engineering practices.
11. The Recipient is in compliance with all of the terms and conditions of the Grant Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project (“Other Agreements”) and there does not currently exist an Event of Default under the Grant Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Recipient.

This _____, 20____.

RECIPIENT NAME

By: _____
 Name: _____
 Title: _____

The Request for an Advance must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Recipient’s behalf.

* For each Request, the Recipient will insert a new number in chronological order.

**Attachment 1
To
Exhibit F
Draw Request**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Phase of Work***

A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit B (Project Information), the status of the on-going work included in the draw request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this draw request.*

**** Seeks the line item, as set forth in the breakdown of the Project Budget in **Exhibit B** that the work for which payment is requested falls under.*

EXHIBIT G
Engineer's Certification

- This Engineer's Certification form must be submitted with each draw request.
- For design or planning work, the Engineer's Certification must be completed by the City/County/CID Engineer, Manager or other independent qualified engineering consultant.
- For construction work, the Engineer's Certification must be completed by the Project Engineer.
- A consultant/vendor may not certify their own work.
- Contact Cindy Treadway at (404) 893-6186 or ctreadway@srta.ga.gov if you have any questions regarding completion of the Engineer's Certification.

A. Engineer's Certification (REQUIRED):

Engineer's Letterhead

Date

Recipient: _____ *(Must be the same name as in the Grant Agreement)*

Project Name: _____ *(Must be the same name as on Exhibit B)*

Grant Amount: _____ *(Must be the same amount as on Exhibit B)*

_____ *(name of Engineering Firm or name of Engineer if a government employee)*, is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached draw request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and _____ *(name of Recipient)* and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

_____ *(name of Engineering Firm)*

By: _____

Name: _____

Title: _____

EXHIBIT H

Special Conditions

No special conditions.

EXHIBIT I

Georgia Environmental Policy Act (O.C.G.A. §12-16-1, et seq.) (“GEPA”)

The Recipient may be required to comply with the provisions of GEPA. In determining whether the Recipient must comply with GEPA the Recipient should take into consideration many factors including the source of other funds (excluding GTIB funds) that the Recipient will use to fund the Project and whether a government entity that would otherwise be subject to GEPA requirements will let or otherwise perform construction on the Project. The Recipient should contact its legal counsel in order to determine whether Recipient must comply with the GEPA requirements as a result of the Grant.

GEORGIA TRANSPORTATION INFRASTRUCTURE BANK

GRANT PROGRAM

AUTHORIZED SIGNATURE CARD FOR DRAW REQUESTS

Recipient Name:

Project Name and Location:

NUMBER OF SIGNATURES REQUIRED TO MAKE A DRAW REQUEST

One signature required on Draw Requests

Two signatures required on Draw Requests

NAMES AND SIGNATURES OF OFFICIALS AUTHORIZED TO MAKE DRAW REQUESTS

Typed Name: _____ Signature: _____	Typed Name: _____ Signature: _____
Typed Name: _____ Signature: _____	Typed Name: _____ Signature: _____

I CERTIFY THAT THE SIGNATURES ABOVE ARE OF THE INDIVIDUALS AUTHORIZED TO REQUEST DRAWS FOR THE GRANT FUNDS THAT WILL BE USED ON THE ABOVE-REFERENCED PROJECT.

(The attesting official below cannot be one of the officials that is named above as authorized to sign a Draw Request.)

Signature of Attesting Official

Date

Typed Name: _____

Title: _____



SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

 NEW

 EXISTING

 SUPPLIER ID NUMBER: *Agency Use Only* 0 0 0 0

SECTION 1: SUPPLIER IDENTIFICATION

 FEI/SSN/TIN

 Supplier Name:

 Doing Business As (dba): *if applicable*

SUPPLIER ADDRESS

 Address 1:

 Address 2:

 City:

 State: Postal Code:

 Contact Email:

 Primary Phone #: Ext: Secondary Phone #: Ext:
 Landline Cell *Used for Identity Verification*

 Driver's License #: *For individuals only* DL State:

SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

 I do not wish to provide banking information and understand all payments made to me will be via check.

 Replace Remittance Address at Loc # With Addr ID #

 Replace Invoicing Address at Loc # With Addr ID #

 Add New Bank Account Change Bank Account Enter Loc # *Agency Liaisons are required to complete items on this line for bank changes*

 ROUTING # NEW ACCOUNT #

 Last Four Digits of Previous Bank Account # *For changes only*
 Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

 Check here if this account can only be used for a SPECIFIC PURPOSE DESCRIBE SPECIFIC PURPOSE

ACCOUNTS RECEIVABLE NOTIFICATION

 PAYMENT REMIT EMAIL ADDRESS 1:

 PAYMENT REMIT EMAIL ADDRESS 2:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer

Signature of Company Officer

Date

SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- GA Small Business*
- GA Resident Business**
- Not Applicable
- Women Owned
- Minority Business Certified
- Prefer Not to Disclose

MINORITY BUSINESS ENTERPRISE (51% ownership)

- Hispanic – Latino
- Native American
- Pacific Islander
- Prefer Not to Disclose
- African American
- Asian American
- Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business " means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

**Georgia resident business is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

- Nonveteran-owned Small Business
- Veteran-owned Small Business
- Service Disabled VOSB
- Prefer Not to Disclose

SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

FEI/TIN Change (Cannot change if supplier is 1099 applicable)

Business Name Change

1099 Eligible Cannot change to non-eligible if supplier is already 1099 eligible

1099 Addr ID # Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099

1099 – M Enter Code (Required for Form 1099 – M)

1099 – N Code 01 (01 is the only code available for the 1099 – NEC)

Reactivate Supplier Profile

Deactivate Supplier Profile (Agency Liaison MUST attach written justification from the supplier with the SCR.)

Add Additional Business Address (Enter additional address in Section 1)

Change Existing Business Address Enter Addr ID # to change: (Agency Liaisons are required to enter Addr ID # to change)

Change/Add Payment Alt Name to an existing address (if payable to a different name).

Payment Alt Name:

Classification Change: (Agency Liaisons are required to check one for Classification Changes.)

Attorney HCM Student Supplier Non-minority

Gov Non-State of GA Non-Supplier Supplier Minority

Statewide Contract (DOAS Use Only)

HCM Vendor

Other (Provided details in the Comments section below)

Comments

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.

AGENCY LIAISON NAME

AGENCY LIAISON SIGNATURE

DATE

B/U#

Revised 12/2023



LOCUST EST. 1893
GROVE

Administration Department

P. O. Box 900
Locust Grove, Georgia 30248
Phone: (770) 957-5043
Facsimile: (770) 954-1223

Item Coversheet

Item: An Ordinance to authorize the execution of the loan agreement with the State Road & Tollway Authority in accordance with the requirements of the Georgia Transportation Infrastructure Bank for the Peeksville Connector project.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Budget Item: T-SPLOST, SPLOST V, General Fund (Dept. 4210)

Date Received: June 21, 2024

Workshop Date: TBD

Regular Meeting Date: July 1, 2024

Discussion:

Upon the City of Locust Grove’s (“City”) successful completion of a competitive application process, the Georgia Transportation Infrastructure Bank (“GTIB”) offered the City a \$2 million loan through a program administered by the State Road and Tollway Authority (“SRTA”) to offset right-of-way acquisition costs associated with the Peeksville Connector project.

Fixed interest rates associated with this loan repayment are as follows:

5-year term	2.74%
10-year term	2.59%
15-year term	3.00%
20-year term	3.40%

Staff recommends the repayment period consists of a ten- (10) year term.

The attached Ordinance will authorize the Mayor Pro Tem to approve the terms of the Loan Agreement upon review and recommendation by the City Attorney's Office as well as authorize the execution and submittal of the following loan documents by the appropriate personnel:

1. The Loan Agreement, including Exhibits A-H
2. A Promissory Note – agreeing to repay the loan as described in the Agreement
3. A Signature Card – designates who may request a Draw on behalf of the City
4. A Supplier Change Form – disbursements from GTIB will utilize ACH
5. An Opinion of Counsel Letter – sample letter included in Exhibit
6. An Accountant's Letter – sample letter included in Exhibit
7. A Copy of the Ordinance of the City Council's Approval of the Loan – under consideration tonight
8. A Completed W-9 Form – on file in the Clerk's office

Recommendation:

Staff recommends approval of the Ordinance to authorize the execution of a loan agreement with the State Road & Tollway Authority, for a period of ten (10) years, in accordance with the requirements of the Georgia Transportation Infrastructure Bank, for the Peeksville Connector project.

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE APPROVAL AND EXECUTION OF THE LOAN AGREEMENT (the “AGREEMENT”) WITH THE STATE ROAD & TOLLWAY AUTHORITY (“SRTA”) IN ACCORDANCE WITH THE REQUIREMENTS OF THE GEORGIA TRANSPORTATION INFRASTRUCTRE BANK (“GTIB”) FOR TRANSPORTATION FUNDS RELATED TO THE PEEKSVILLE CONNECTOR PROJECT; TO AUTHORIZE THE MAYOR PRO TEM, THE CITY MANAGER, AND THE ASSISTANT CITY MANAGER TO ENGAGE IN THE NECESSARY STEPS TO EFFECTUATE THIS ORDINANCE; TO AUTHORIZE THE CITY ATTORNEY TO REVIEW ANY AND ALL DOCUMENTS RELATED TO THIS ORDINANCE; TO AUTHORIZE THE CITY CLERK TO ATTEST ANY AND ALL SIGNATURES RELATED TO THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL INCONSISTENT ORDINANCES; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

W I T N E S S E T H:

WHEREAS, the City of Locust Grove (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia; and,

WHEREAS, the City has determined that it is in the best interests of the public to extend Peeksville Road from the current terminus at SR 42 westward to intersect with Frances Ward Drive, tentatively named Peeksville Connector (the “Project”) as a way to mitigate traffic congestion along portions of Highway 42 and Bill Gardner Parkway; and,

WHEREAS, the City hired a licensed engineer to design and create construction plans for the Project and to coordinate with the Georgia Department of Transportation regarding approvals and permitting, if necessary, required to implement the construction of the Project; and,

WHEREAS, the Mayor and City Council approved the construction plans for the Project and instructed Staff to begin the property acquisition process by engaging the services of a professional real estate appraiser during a Council Retreat on July 18, 2023; and,

WHEREAS, the Mayor and City Council approved a Resolution to accept the appraisals during an Executive Session on October 16, 2023; and,

WHEREAS, preliminary cost estimates for the Project, including legal and engineering costs, property acquisition, construction and permitting (the “Project Costs”) total to approximately, \$4,435,000; and

WHEREAS, the amount of available funding to the City for the Project is limited due to recent cost inflation of other projects contemplated in the City’s SPLOST IV, SPLOST V and T-SPLOST programs to a point where completion of the Project may be in dire jeopardy without additional sources of funds; and,

WHEREAS, in January 2024, the City sought to mitigate the impact the Project Costs may have to the General Fund by applying for a loan through SRТА’s GTIB in the amount of two-million dollars (\$2,000,000); and,

WHEREAS, the submittal of the application for GTIB loan funding was ordained and authorized by the City Council on January 16, 2024; and,

WHEREAS, the City’s application for GTIB loan funding was approved by SRТА on June 6, 2024 in the amount of \$2,000,000 for the purpose of offsetting costs associated with right-of-way acquisition on the Project; and,

WHEREAS, to effectuate the GTIB loan funding, the City, after careful consideration, must approve and execute the terms contained in the Agreement, attached hereto as **Exhibit A**; and,

THEREFORE, IT IS NOW ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCUST GROVE, GEORGIA, AS FOLLOWS:

1. **Approval.** The Mayor Pro Tem and the City Council, hereby approve the Ordinance to approve and execute the Agreement with SRТА, in accordance with the requirements of the GTIB, for securing a loan in the amount of TWO MILLION DOLLARS for the purpose of offsetting costs associated with right-of-way acquisition for the Peeksville Connector transportation project.

2. **Authorization.** The Mayor Pro Tem, City Manager, and Assistant City Manager are hereby authorized to execute all necessary measures and appropriations to effectuate this Ordinance.
3. **Documents.** The City Clerk is authorized to execute, attest to, and seal any document which may be necessary to effectuate this Ordinance, subject to approval as to form by the City Attorney and approval of contract by the Mayor and City Council.
4. **Severability.** To the extent any portion of this Ordinance is declared to be invalid, unenforceable or non-binding, which shall not affect the remaining portions of this Ordinance.
5. **Repeal of Conflicting Provisions.** All City Ordinances are hereby repealed to the extent they are inconsistent with this Ordinance.
6. **Effective Date.** This Ordinance shall take effect immediately.

THIS ORDINANCE adopted this 1st day of July , 2024.

Vincent Williams, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Misty Spurling, City Clerk

City Attorney

(seal)

EXHIBIT A

**GTIB LOAN AGREEMENT FOR CITY OF LOCUST GROVE
PEEKSVILLE CONNECTOR PROJECT**



STATE ROAD & TOLLWAY AUTHORITY

STATE OF GEORGIA

Brian P. Kemp, Governor
Chairman

Jannine Miller
Executive Director

June 21, 2024

Bert Foster, Assistant City Manager
City of Locust Grove
P.O. Box 900
Locust Grove, GA 30248
bfoster@locustgrove-ga.gov

Re: GTIB Loan for City of Locust Grove Peeksville Connector Project

Dear Mr. Foster,

Enclosed are the following loan documents for the loan that the Georgia Transportation Infrastructure Bank (“GTIB”) committed to the City of Locust Grove:

1. The Loan Agreement, including Exhibits A-H,
2. A Promissory Note,
3. A Signature Card,
4. A Supplier Change Form,
5. A sample Opinion of Counsel Letter,
6. A sample Accountant’s Letter,
7. A copy of the resolution of the Board/Council’s approval of the loan (to be provided by Borrower); and
8. A completed W-9 form (to be provided by Borrower)

INSTRUCTIONS TO COMPLETE LOAN PACKAGE.

1. **Loan Agreement.** The Loan Agreement is enclosed. Have the appropriate official sign the Loan Agreement and the appropriate person attest each signature and return the Agreement to the GTIB. Once the agreement is signed by the GTIB, SRTA will date the Loan Agreement and Promissory Note and return one complete copy to you for the Borrower’s files. **Do not** sign the draft Promissory Note in Exhibit B (this needs to remain as an unsigned exhibit to the Loan Agreement). On the execution page of the Loan Agreement, the Borrower’s attorney must sign where indicated, acknowledging that the applicable document is “Approved as to form.” The monthly installment amount is not provided in the Loan Agreement because this amount is dependent upon the amount and timing of each Advance.

2. **Promissory Note.** The promissory note assumes that all dates and dollar amounts found in Exhibit A of the Loan Agreement are correct. The appropriate official must sign the standalone Promissory Note and not the example contained in Exhibit B of the Loan Agreement. On the signature page of the Promissory Note, the Borrower’s attorney must sign where indicated, acknowledging that the applicable document is “Approved as to form.”



STATE ROAD & TOLLWAY AUTHORITY

STATE OF GEORGIA

Brian P. Kemp, Governor
Chairman

Jannine Miller
Executive Director

3. Signature Card. All Draw Requests must be signed by a designated official(s) of the Borrower. It is the Borrower's option to decide who signs and how many signatures are required. On the signature card you may (1) designate up to four individuals who will be authorized to sign a Draw Request and (2) indicate whether one or two signatures are required. Draw Requests will not be accepted for processing without the appropriate signature(s). We therefore suggest that more than one person be authorized to sign the Draw Request. The signature at the bottom of the signature card, indicating that the listed signatories have the authority to sign the Draw Request, may not be from an individual who is being given authorization to sign a Draw Request.

4. Supplier Change Form. GTIB will be making disbursements utilizing the Automated Clearing House (ACH) method. Please complete this form and include a voided check or bank verification letter for account number verification.

5. Opinion of Borrower's Counsel. This is a sample letter that must be executed by Borrower's attorney on that attorney's letterhead and returned to the GTIB.

6. Accountant Letter. This is a sample letter that must be executed by the Borrower's certified public accountant on the certified public accountant's letterhead and returned to the GTIB.

The one percent (1%) closing fee is payable at Closing, which is usually the date the Loan Documents are executed on behalf of GTIB. At the Borrower's option, this payment may either be treated as a first draw on the Loan or paid directly by the Borrower from another source. Keep in mind that the Loan Agreement requires the Borrower to furnish the GTIB an Audited Financial Statement within six months following the close of each fiscal year until the termination of the Loan Agreement. Please make sure to add the GTIB to the appropriate distribution list.

We request that you return all of the documents specified above, with signatures on each as soon as possible. **The documents should be returned via email to Cindy Treadway, ctreadway@srta.ga.gov.** Please keep in mind that setting up the wire transfer account can take up to 10 business days from the date the GTIB receives all of the properly signed loan documents.

Feel free to call Elizabeth Pavlis at (404) 809-7416 with any questions. Thank you for the opportunity to allow the GTIB to assist you with financing this project.

Sincerely,

Elizabeth F. Pavlis

Elizabeth F. Pavlis

Enclosures

cc: Andrew J. Welch, III, Esq. (via email/enclosures)

LOAN AGREEMENT

This LOAN AGREEMENT (this “Agreement”), dated July 1, 2024 (“Effective Date”), is by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as the “Lender”), and the City of Locust Grove (the “Borrower”). Lender and Borrower may be collectively referred to as the “Parties” and individually as the “Party.”

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia communities with loans for the construction of certain eligible transportation projects;

WHEREAS, the Borrower seeks funding for the Project (as defined below), and

WHEREAS, the Lender agrees, upon the terms and conditions of this Agreement, to loan the Loan Amount to the Borrower (the “Loan”).

NOW THEREFORE, for and in consideration of the following terms and conditions, the sufficiency and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. DEFINITIONS. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this **Paragraph 1** or as otherwise defined in this Agreement.

- A.** *Administrative Fee* means an amount required to be paid to GTIB if this Loan is repaid for any reason, prior to the Maturity Date; such fee shall equal one percent (1%) of the Outstanding Loan Balance calculated as of the Business Day before such payment was made.
- B.** *Amortization Commencement Date* means the first day of the calendar month following the earlier of (1) the Completion Date or (2) the Expiration of the Spend Down Period or (3) the date the loan is fully disbursed.
- C.** *Authorized Borrower Representative* means the person who is designated by Borrower to act on behalf of the Borrower under this Agreement.
- D.** *Borrower Parties* means collectively, the Borrower, its agents, employees, directors, officers, contractors, subcontractors, suppliers, or others working at the direction of the Borrower or its contractor or any other person or entity working on Borrower’s behalf
- E.** *Business Day* means any day other than a Saturday, a Sunday or a day on which offices of the State are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in Atlanta, Georgia.
- F.** *Chief Executive Officer* means [_____] ex officio of Borrower.
- G.** *Closing* means the time of the closing of the Loan.
- H.** *Closing Fee* means an amount equal to one percent (1%) of the Loan Amount.

- I. *Completion Date* means the date of completion of the acquisition and construction of the Project as evidenced to the Lender by a certificate of completion signed by the Authorized Borrower Representative and approved by the Project Engineer.
- J. *Days* means calendar days unless specifically set forth otherwise in the Agreement.
- K. *Default Rate* means a rate of interest equal to five percent (5.00%) per annum.
- L. *Draw* means each advance under the Loan by the Lender to the Borrower under this Agreement.
- M. *Draw Request* means the Borrower's form of request for all or a portion of the Loan Amount as more specifically detailed in **Exhibit F/Draw Request**.
- N. *Eligible Costs* means items in the Project Budget, all of which are paid by or for the account of the Borrower in connection with the Project, related to preliminary engineering, traffic and revenue studies, environmental studies, right of way acquisition, legal and financial services associated with the development of the Project, construction, construction management, facilities, and other costs necessary for the Project as those items and the amounts allowed for each Eligible Cost is more specifically set forth in Exhibit A.
- O. *Event of Default* shall have the meaning set forth in **Paragraph 19A/Events of Default**.
- P. *Expiration of the Spend Down Period* means 5:00 P.M. EST on the last day of the Spend Down Period.
- Q. *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), 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.
- R. *Fixed Charges Coverage Ratio* means, for any period, the ratio of Income Available for Fixed Charges to Fixed Charges.
- S. *Force Majeure* means delay or any failure of performance due to the occurrence of any of the following events that materially and adversely affects the performance of Borrower's or Lender's obligations, provided that such event (or the effect of such event) could not have been avoided by the exercise of caution, due diligence or reasonable efforts by the affected Party: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God, or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of such Party and such Party does not control the administrative agency or governmental officer or body; provided that in no event will the Borrower be relieved of its obligation to pay Installment Payments as and when due. In order to benefit from the excuse of Force Majeure, the affected Party must give written notice to the other Party of the occurrence of such event within five business days of the commencement of the force majeure event and must use all reasonable efforts to remedy or remove the force majeure event.
- T. *Governmental Authority* means any federal, state, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency,

authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America, including, without limitation, the State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts on behalf of any of the foregoing, whether as an agency or authority of such body.

- U. *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, and (iv) payments under long-term leases.
- V. *Installment Payment* means the amount equal to the monthly installment of principal and interest required to fully amortize the then Outstanding Loan Balance of the Promissory Note at the rate of interest on the Promissory Note, on the basis of equal monthly debt payments from the Amortization Commencement Date to and including the Maturity Date.
- W. *Lender Parties* means collectively, the State, the Georgia Transportation Infrastructure Bank, SRTA and their agents, employees, directors, officers, boards, assigns and designees.
- X. *Loan Amount* means Two Million Dollars (\$2,000,000.00).
- Y. *Loan Application* means collectively, the loan application, exhibits and other documents referenced therein and associated documentation completed by Borrower and furnished to the Lender prior to the Effective Date.
- Z. *Loan Documents* means this Agreement and its exhibits and the Promissory Note and its exhibits, and either document may be referred to individually as a Loan Document.
- AA. *Loan Purpose* means the reason for which the Loan is being granted by Lender to Borrower as the Loan Purpose is more specifically set forth in **Exhibit A/Project Information**.
- BB. *Material Adverse Effect or Material Adverse Change* means a material adverse change in (a) the Project or the business, property or financial condition of the Borrower, (b) the ability of the Borrower to perform or comply with any of its material obligations under the Loan Documents or the Project Contracts to which it is a party, or (c) the Lender's rights or benefits available under this Agreement.
- CC. *Maturity Date* means the earlier of (i) the tenth (10th) anniversary of the Amortization Commencement Date and (ii) the date of any acceleration of the Loan.
- DD. *Other Funding* means other funding for the Project that Borrower has already obtained or otherwise received commitments for, which is more specifically set forth in the Loan Application.
- EE. *Other Loan Payments* means all other amounts due Lender from Borrower under this Agreement except for the Closing Fee, Administrative Fee and Installment Payments.
- FF. *Outstanding Loan Balance* means the aggregate principal amount drawn by the Borrower and then outstanding with respect to the Loan as determined in accordance with Paragraph 10/ Payment of a Draw from time to time.
- GG. *Payment Date* means the first day of each month during the Payment Period in which an Installment Payment is payable or the day on which any other payment is due.
- HH. *Payment Default* has the meaning set forth in **Paragraph 19Ai**.

II. *Payment Period* means the period commencing on the Amortization Commencement Date to and including the Maturity Date.

JJ. *Project* means the project listed on Exhibit A on or near the address/location listed on Exhibit A.

KK. *Project Budget* means the estimated cost to complete the Project as more specifically set forth in Exhibit A/Project Information showing a summary of all Eligible Costs within the Project Budget and the designation of that portion of the Loan Amount for the Project that may be used to pay for designated Eligible Costs.

LL. *Project Contracts* means all agreements entered into by Borrower that relate in any way to the Project and/or the purchase of real property on which all or a portion of the Project will be located.

MM. *Project Engineer* means [_____].

NN. *Promissory Note* means collectively, the promissory note, of even date herewith, executed by the Borrower in favor of the Lender in the principal amount equal to the Loan Amount, and any extensions, renewals, and modifications that are approved in writing (and in its sole discretion) by Lender and signed by Borrower.

OO. *Spend Down Period* means the two year, six month (2.5) year period beginning on the Effective Date within which the Borrower may draw up to the full amount of the Loan to pay for Eligible Costs.

PP. *State* means the State of Georgia.

QQ. *Substantial Completion* means the opening of the Project to vehicular or passenger traffic or a comparable event.

2. LOAN. Borrower shall use the Loan for the Loan Purpose only, subject to the terms and conditions of this Agreement. The Loan is a draw-down loan, in which the Lender will advance amounts to the Borrower, pursuant to **Paragraph 10/Payment of a Draw**. Borrower may only use the proceeds of the Loan for Eligible Costs, and only after such Eligible Costs have been incurred by the Borrower. Each Draw shall reduce the Lender's loan commitment hereunder and repaid amounts may not be re-borrowed. The Lender's commitment to make advances to the Borrower shall be a limited obligation of the Lender, to be funded solely from available moneys in the State and Local Roadway Non Grant Account held by the Lender and from no other source of funds, including but not limited to other funds of the Lender or the State.

3. PROMISSORY NOTE. The Loan shall be evidenced by the Promissory Note. The Promissory Note shall be the same as the form attached to this Agreement as **Exhibit B/Promissory Note**.

4. TERM. The term of the Agreement shall extend from the Effective Date to the Maturity Date or to such earlier or later date as all amounts due or to become due to the Lender pursuant to this Agreement have been paid.

5. PROJECT BUDGET. The amount of the Project Budget is set forth in **Exhibit A/Project Information**. Borrower has already obtained or otherwise received Other Funding that will be used to pay for certain expenses included in the Project Budget but not for Eligible Costs, to the extent proceeds of the Loan will be used to pay for such Eligible Costs. Borrower must notify the Lender within ten (10) days of (i) any increases to the Project Budget in excess of five percent (5%) and (ii) any changes that may result in the reduction and/or elimination of some or all of the Other Funding. The Borrower agrees that the Loan Amount will not be used for expenses incurred or paid for by Borrower before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the Lender.

6. SPEND DOWN PERIOD. The Borrower may draw up to the full amount of the Loan to pay for Eligible Costs during the Spend Down Period. During the Spend Down Period, no interest on the amounts disbursed pursuant to this Agreement shall be assessed or accrue. Borrower is not required to make any payments, other than the Closing Fee or Administrative Fee (if applicable), to the Lender during the Spend Down Period. Borrower may not seek any further Requests for a Draw nor have any right to any undisbursed Loan Amounts on or after the Expiration of the Spend Down Period, unless the Lender, in its sole discretion, consents to a new deadline in writing. Upon the Expiration of the Spend Down Period or if earlier the Amortization Commencement Date, interest will accrue on the Outstanding Loan Balance, the Loan Amortization Schedule will be calculated, and Borrower's obligations to make Installment Payments shall commence as more specifically detailed in **Paragraph 7/Interest, Fees and Other Expenses** and in the Promissory Note.

7. INTEREST, FEES AND OTHER EXPENSES. The Borrower shall pay the following interest, fees, and other charges:

A. Interest Rate. The Loan shall bear interest at the rate per annum specified in the Promissory Note. Commencing on the Amortization Commencement Date, interest will be computed on the Outstanding Loan Balance from time to time on the basis of a 365 or 366-day year, for the actual number of days elapsed; provided, however, in the event of a Payment Default, the Borrower shall also pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate.

B. Outstanding Loan Balance. The Outstanding Loan Balance will be (i) increased on each occasion on which the Lender shall disburse loan proceeds, by the amount of such disbursement of loan proceeds, and (ii) decreased upon each payment or prepayment of the principal amount of the Loan, by the amount of principal so paid. Within fifteen (15) business days of the Amortization Commencement Date, Lender will provide Borrower with a Loan Amortization Schedule. The Lender shall make applicable revisions to the Loan Amortization Schedule pursuant to **Paragraph 8/Payment of Amounts Due** within fifteen (15) business days of any prepayment of the Loan or other change affecting the Outstanding Loan Balance and the Lender shall provide the Borrower with copies of the Loan Amortization Schedule as revised. *Notwithstanding any provision to the contrary no failure to provide nor delay in providing the Borrower with such copies of the Loan Amortization Schedule shall affect any of the obligations of the Borrower under this Agreement or under any of the Loan Documents.*

C. Closing Fee. The Borrower shall pay a Closing Fee that is due at the Closing. At Borrower's option, Borrower may pay the Closing Fee with proceeds from the Loan by completing a Draw Request prior to the Closing.

D. Lender Expenses. Lender shall be responsible for all of its expenses incurred except as set forth in this **Paragraph 7D and Paragraph 7E**, or specifically set forth elsewhere in this Agreement.

i. Modification of Loan. In the event of any modification, extension, refinancing or workout of the Loan, as may be allowed under the Loan Documents, Borrower, if requested by Lender, shall pay all of Lender's reasonable costs and expenses, including but not limited to reasonable attorneys' fees and costs incurred by the Lender.

ii. Preservation and Enforcement of Lender's Rights. The Borrower shall pay all of Lender's costs, expenses and fees, including but not limited to reasonable attorneys' fees and costs, incurred in connection with the preservation of Lender's rights under, the enforcement of, or the termination of any Loan Document or any amendment, waiver, or consent relating thereto, provided in the event of the collection of the Promissory Note at maturity (whether stated maturity or upon acceleration of the Loan) Borrower shall pay attorneys' fees to the Lender in an amount equal to 15% of the principal and interest due and owing on the Promissory Note.

Such Other 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 items the cost of which is the Borrower's responsibility. Amounts so billed shall be paid by the Borrower within thirty (30) days after receipt of Lender's statement by the Borrower.

E. Borrower Expenses. In addition to the Closing Fee, Administrative Fee (if applicable) and Installment Payments, the Borrower shall pay any and all costs, expenses, charges and fees incurred by it, including but not limited to attorneys' fees and costs incurred by Borrower as a result of completing the Loan Application, the Closing, negotiating and/or complying with the Loan Documents, or otherwise in any way relating to or arising out of the Loan Documents.

8. PAYMENT OF AMOUNTS DUE.

A. Prepayment. The Loan may be prepaid in accordance with the terms and conditions of the Promissory Note. If the Loan is prepaid, the Borrower shall be required to pay an Administrative Fee each time any prepayment is made.

B. Borrower's Obligation to Make Installment Payments. The Borrower agrees to make the Installment Payments in accordance with this Agreement and the Promissory Note on each Payment Date, commencing on the Amortization Commencement Date, and on each other date (including, without limitation, the Maturity Date and any date on which payment is due by reason of the acceleration of the maturity of the Loan) on which payment is required to be made pursuant to the Loan Documents.

C. Other Loan Payments. The Borrower agrees to pay all Other Loan Payments in accordance with this Agreement and the Promissory Note on the date on which payment is required to be made pursuant to the Loan Documents.

D. Manner of Payment. All payments under this Agreement and the Promissory Note shall be made electronically on or before each Payment Date in immediately available funds in accordance with payment instructions provided by Lender contemporaneously with the execution of the Loan Documents, as modified in writing from time-to-time by Lender.

9. **AUTHORIZED BORROWER REPRESENTATIVE AND SUCCESSORS**. The person listed in **Paragraph 24G/Notices**, to receive notices on behalf of Borrower shall be the Authorized Borrower Representative. Borrower's Chief Executive Officer may subsequently designate in writing an alternate(s).

10. PAYMENT OF A DRAW.

A. Conditions to Each Draw. At the time of each Draw (i) there shall then exist no Event of Default, defined in **Paragraph 19/Events of Default/Remedies** or other event that, with the giving of notice or passage of time, or both, would constitute such an Event of Default, (ii) 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, and (iii) the Draw to be made shall not cause the percentage of Project costs funded to date by the Loan to exceed the total percentage of such Project costs budgeted to be funded to date by the Loan as shown on the Project Budget listed in **Exhibit A/Project Information**.

B. Draw Request. The Lender agrees to make disbursements of the Loan to the Borrower in accordance with this **Paragraph 10** and the Project Budget. Borrower shall deliver to the Lender a Draw Request no later than 5:00 P.M. EST on the 20th day of each month subsequent to the month in which work that will be paid for, in whole or in part, with the Loan Amount was performed. The form of the Draw Request is attached as **Exhibit F/Draw Request**. Supporting documentation shall be submitted with the Draw Request as is more detailed in **Exhibit F/Draw Request**. If a particular line item of work is being paid by the Borrower on a lump sum basis, the amount that the Borrower may request each month for such work

is to be determined by the percentage of that work completed or by task milestones or deliverables achieved. The Borrower will complete a signature form designating those officials authorized to sign Draw Requests. Each Draw Request must be signed as designated by the Borrower on the signature form. The Borrower must attach to each Draw Request a completed Project Engineer certification in the form as set forth in **Exhibit G/Engineer's Certification** and signed by the Project Engineer.

C. Monitoring/Audits. Upon request, the Borrower agrees to provide the Lender or Lender's designee with any information the Lender deems necessary to monitor the performance of the Project or any matter under the Loan Documents, and further agrees that the Loan Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Borrower under this Loan Agreement. The Borrower understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify the Borrower from receiving any further Draws, loans or other grants from the Lender until such time as the Borrower, in Lender's sole determination, satisfactorily resolves any issues.

D. Verification. The Lender or its designee shall have the right but not the obligation, to verify the contents of each Draw Request and Borrower's compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Borrower or the Project Engineer or other appropriate person or entity questions concerning the Project. Borrower agrees that it will cooperate with and assist the Lender in all ways reasonably necessary to allow the Lender to perform verification and respond to any of the Lender's questions within seven (7) business days of the Lender's request. If Lender cannot verify the contents of any Draw Request or verify that Borrower is complying with the terms of this Agreement and the other Loan Documents, then Lender will advise the Borrower of its findings. The Borrower shall then have ten (10) business days in which to submit additional information or perform actions requested by Lender so that the Lender is able to verify compliance. If Lender is still unable to verify compliance as set forth above or if the Borrower fails to furnish the required information within the stated timeframe, then the Lender will disapprove the Draw Request and/or pursue its rights under **Paragraph 19/Events of Default/Remedies.**

E. Monthly Draws. The Borrower shall submit Requests for a Draw not more frequently than monthly.

F. Disbursement of Loan Amount. Provided all the conditions in **Paragraph 10 and Exhibit F/Draw Request** have been met to Lender's satisfaction, Lender will approve disbursement of an appropriate portion of the Loan Amount within ten business days of the later of verification, if any, undertaken by the Lender pursuant to **Paragraph 10D/Verification** and Lender's receipt of a correct and complete Draw Request. Within twenty-one (21) days from the Lender's approval of a valid Draw Request, the Lender will transfer the amount to an account designated by the Borrower. Disbursement of all or a portion of the Loan Amount shall not be interpreted as Lender's acceptance or agreement that the work was performed in compliance with this Agreement, with any other agreement, or with any other applicable law, rule, regulation or ordinance, regardless of whether the Lender performed monitoring/audits as set forth in **Paragraph 10C/Monitoring, Audits** or verification as set forth in **Paragraph 10D/Verification.**

11. ACCOUNTABILITY.

A. Accounting. Borrower will account for the Loan Amount in accordance with generally accepted governmental accounting standards, consistently applied. Borrower will also account for the Loan Amount and keep track of the application of the Loan Amount in such a way that Borrower's receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Loan Amount, Borrower will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

B. Audit. Borrower will allow, obtain and cooperate with any audit or investigation of Loan administration requested or undertaken by the Lender, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Loan Amount, Borrower will require such parties to promise also to allow and cooperate with such audits. The requirements of this **Paragraph 11B** are in addition to those contained in **Paragraphs 10D/Verification and 10F/Disbursement of Loan Amount**.

C. Records Retention. Borrower will maintain the records described in **Paragraph 11A/Accounting** for at least five (5) years after Borrower has fully repaid to the Lender all funds advanced to Borrower.

D. Written Contracts. Any expenditure of, or obligation to expend all or a portion of the Loan by Borrower to a third party must be pursuant to a written contract.

12. REPRESENTATIONS AND WARRANTIES. The undersigned officials of Borrower hereby certify as of the effective Date and with each Draw Request that they are the duly appointed, qualified, and acting officials of the Borrower, that they have all authority necessary to execute this Agreement on behalf of the Borrower, and hereby warrant and represent to the Lender for and on behalf of the Borrower that:

A. Creation and Authority. The Borrower is a public body 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 Loan Documents and to perform Borrower's obligations thereunder.

B. Pending Litigation. Except as disclosed in writing to the Lender in the written Loan Application, 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 activities, prospects, taxes, profits, operations, or condition (financial or otherwise) of the Borrower, or the ability of the Borrower to perform its obligations under the Loan Documents, or the transactions contemplated by the Loan Documents or which, in any way, would adversely affect the validity or enforceability of the Loan 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 in the Loan Documents, or the property on which the Project is located or the Project itself; nor is the Borrower aware of any facts or circumstances presently existing that would form the basis for any such action, suit, or proceeding. 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. Loan Documents are Legal and Authorized. The execution and delivery by the Borrower of the Loan 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 charter document, or other 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 the property upon which the Project is located is otherwise subject or bound, or any license, law, statute, rule, regulation, ordinance, judgment, order, writ, injunction, decree, or demand of any court or other Governmental Authority 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 Loan Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Loan 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 the property upon which the Project is located, nor the Project itself, 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 Loan 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 Loan Documents or the consummation of any transaction therein contemplated, except as have already been obtained or made on or before the Effective Date, and which remain effective on the Effective Date.

E. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default (defined in **Paragraph 19/Events of Default/Remedies**) 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 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 thereof, the Borrower is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the property on which the Project is located or the Project itself are subject and the Borrower has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of the property on which the Project is located or to the conduct of Borrower's affairs, which violation or failure to obtain might materially and adversely affect the property on which the Project is located or the Project itself, or the 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, with respect to its activities, the property on which the Project is located, the Project itself, or the assets or operations of the Borrower, which could reasonably be expected to interfere with its performance of its obligations under the Loan Documents or to have a Material Adverse Effect on the Borrower, except as disclosed in writing to the Lender. The Loan and the incurrence of indebtedness by the Borrower under the Loan Documents does not violate any covenant or term of any contract or agreement by which the Borrower is bound and that restricts the right or ability of the Borrower to incur indebtedness for borrowed money or to enter into loan agreements. 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 Loan 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 of any property on which the Project will be located, or the 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 either the Loan Document or any of the documents or transactions contemplated therein, 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 therein.

I. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all Governmental Authorities having jurisdiction over any portion of the Project.

J. Financial Statements. The financial statements of the Borrower that have been and will be (as required in this Agreement) 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 for the periods covered thereby, all in conformity with generally accepted accounting principles for governmental entities (subject to normal year-end adjustments in the case of interim statements). Since the date of the most recent annual financial statements for the Borrower delivered prior to the Effective Date 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. Property. The property upon which the Project will be located is wholly owned by the Borrower and all easement and prescriptive rights needed for the Project have been obtained.

L. Reaffirmation. Each Draw Request by the Borrower under the Loan shall automatically constitute a representation and warranty by the Borrower to the Lender that the foregoing statements are true and correct on the date of the Draw Request.

M. Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, of even date herewith, are incorporated herein by this reference, and are true and correct as of the Effective Date.

N. Loan Application. (i) All of the information contained in the Loan Application was and will remain until the termination of this Agreement, complete, accurate and correct. (ii) The Borrower is not aware of any circumstances that may cause any information included in the Loan Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

O. Draw. All of the information that will be included in each Draw Request and the certifications, furnished to Lender as required in Paragraph 10B/Draw Request will be true and correct.

13. SECURITY FOR PAYMENT UNDER LOAN DOCUMENTS.

A. Pledge of Full Faith and Credit. As security for the payments required to be made and the obligations required to be performed by the Borrower under the Loan Documents, the Borrower, to the extent allowed by law, hereby pledges to the Lender its full faith and credit and revenue-raising power (including but not limited to its taxing power) for such payment and performance. The Borrower covenants that, in order to make any payments required by the Loan 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 Loan 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 Loan Documents, whether or not any other sums are included in such measure, until all payments so required to be made under the Loan 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 **Paragraph 13**, then the fiscal officers of the Borrower are hereby authorized and directed and agree 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 Loan Documents to the Lender if for any reason the payment of such obligations shall not otherwise have been made.

B. Obligation to Levy Ad Valorem Tax. 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 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 Loan 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 Loan Documents. Borrower shall not obligate those sums appropriated for payment in full under the Loan Documents to be used for any other debts owed or to be owed by Borrower. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Loan Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

14. CONTINUING OBLIGATIONS OF BORROWER. The Borrower agrees to comply with the following so long as this Agreement is in effect:

A. Information. Upon Lender request, the Borrower shall deliver to the Lender, not less than 180 days after the end of each fiscal year of the Borrower (which shall end December 31, unless otherwise agreed to by Lender), a copy of the Borrower's annual financial statements prepared in accordance with generally accepted accounting principles for governmental entities, consistently, applied, which shall be accompanied by (1) an audit report resulting from an audit conducted by a firm of independent certified public accountants in conformity with generally accepted auditing standards and (2) a certificate of the Borrower (i) to the effect that the Borrower is not in default under any provisions of the Loan 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 (ii) stating the Fixed Charges Coverage Ratio, the Fixed Charges, and the Income Available for Fixed Charges of the Borrower as at December 31 of such fiscal year. The Borrower also shall promptly provide the Lender (1) upon Borrower's receipt, 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 (2) 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 and its duly authorized representatives and agents shall have the right, upon reasonable prior notice, to enter the property upon which the Project is located at all reasonable times for the purpose of examining and inspecting the Project, including the construction 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. Lender shall also have the right at all reasonable times, and with reasonable prior notice, 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 Borrower's activities, assets, liabilities, financial condition, results of operations, and financial prospects.

C. Agreement to Construct the Project. The Borrower agrees to complete the construction of the Project as promptly as practicable and with all reasonable dispatch.

D. Establishment of Completion Date. The Completion Date shall be evidenced to the Lender by a certificate of completion signed by the Authorized Borrower Representative and approved by the Project Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and this Agreement and all labor, services, materials, and supplies used in such design and 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 may subsequently come into being. It shall be the duty of the Borrower to cause the certificate contemplated by this **Paragraph 14D** to be furnished as soon as the construction of the Project has been completed.

E. Fixed Charges Coverage Ratio. The Borrower shall not permit the Fixed Charges Coverage Ratio as of December 31 of any fiscal year to be less than 1.20.

F. 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 Promissory 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 of even date herewith and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

G. Acquisition of Property. If the Loan Purpose is, in whole or in part, the acquisition of real property, then (i) such acquisition will be made and the property shall be owned by the Borrower without the property being subordinate to the interests of any third party, with the exception of easements that will not impair Borrower's use of the property for the Project, (ii) the proceeds from the Loan advanced for the acquisition shall be utilized solely for the purpose of acquiring the property and approved closing costs, and (iii) the property shall be used solely for the Project.

H. Notice. The Borrower shall, within five (5) Business Days after the Borrower learns of the occurrence, give the Lender notice of any of the following events, setting forth details of such event:

- i. An Event of Default or any event which, given notice or the passage of time or both, would constitute an Event of Default;
- ii. The filing of any actual litigation, suit or action, or the delivery to the Borrower of any written claim, which could reasonably be expected to have a Material Adverse Effect; and
- iii. The occurrence of any other event or condition, which could reasonably be expected to result in a Material Adverse Effect.

15. INDEMNIFICATION.

A. Indemnification. In addition to the other amounts payable by the Borrower under this Agreement including, without limitation, **Paragraph 7/Interest, Fees and other Expenses**, the Borrower hereby agrees to pay and defend, indemnify and hold harmless the Lender Parties from and against all personal injury, including but not limited to death, and real and personal property damages and any other claims, liabilities, losses, causes of action, costs, expenses, fees, including but not limited to reasonable attorneys' fees and experts' fees (each, a "Claim" and collectively, "Claims"), that the Lender Parties may (other than as a result of the gross negligence or willful misconduct of the Lender Parties) incur or be subjected to (whether asserted by a third party or arising from or related to the enforcement of the Loan Documents against Borrower, provided that attorneys' fees of Lender in connection with the collection of the Promissory Note at maturity shall be governed by Paragraph 7Dii) as a consequence, directly or indirectly, of (i) any act or omission of the Borrower Parties, (ii) the breach or default under any Loan Document by the Borrower (iii) any actual or proposed use of any proceeds of the Loan or the

Borrower's entering into or performance under any Loan Document; (iv) allegations of participation or interference by the Lender Parties in the management, contractual relations, or other affairs of the Borrower; (v) allegations that the Lender Parties have joint liability with the Borrower to any third party as a result of the transactions contemplated by the Loan Documents; (vi) any suit, investigation, or proceeding as to which the Lender Parties are involved as a consequence, directly or indirectly, of Lender's execution of any of the Loan Documents, the making of the Loan, or any other event or transaction contemplated by any of the Loan Documents; or (vii) the conduct or management of, or any work or thing done on, the Project and any condition of or operation of the Project. This indemnification applies even if a tort or negligent act of the Lender Parties is partially responsible for the circumstances giving rise to the Claim. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds (all such funds hereinafter collectively referred to as the "Funds") established and maintained by the State of Georgia Department of Administrative Services Risk Management Division (hereinafter "DOAS") the Borrower agrees to reimburse the Funds for such monies paid out by the Funds.

B. Waiver and Release; Covenant Not to Sue. The Borrower expressly acknowledges that the Lender Parties, in providing the Loan to Borrower, have neither assumed nor undertaken any legal duties to the Borrower or to any third party. The Borrower irrevocably waives any and all claims, causes of action, rights to sue and demands against the Lender Parties for, and releases the Lender Parties from, any damages or liabilities of any nature whatsoever that may result from or arise out of the disbursement of the Loan Amount hereunder or the administration of the Loan or the enforcement of the Loan Documents by Lender, even if such claims, causes of action, rights to sue or demands are made against the Borrower and even if the Lender Parties knew of the existence of such claims, causes of action, rights to sue or demands. Borrower further understands and agrees that monitoring, auditing and/or verification performed by the Lender pursuant to **Paragraphs 10C/Monitoring, Audits and 10D/Verification** is solely for Lender's use and shall not be interpreted or used by Borrower as Lender's approval or acceptance of the work in compliance with this Agreement or in compliance with any other agreements or applicable laws, rules, regulations and ordinances. Borrower further waives as against the Lender Parties, and releases the Lender Parties from, all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to attorneys' or experts' fees, and damages of any kind related in any way to verification or certification. The Borrower irrevocably covenants not to sue the Lender or any other Lender Party for any waived or released claim, cause of action, right to sue or demand.

C. Limitation of Liability. In no event shall the Lender Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits or lost taxes, arising out of the Loan Documents or the transactions contemplated hereby.

16. CONFLICTS OF INTEREST. The Borrower hereby attests that all of the officials and/or members of the Borrower have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

17. LAWS, ETC. The entirety of the Project shall be constructed in accordance with all applicable federal, state and local laws, rules, regulations and ordinances and as otherwise set forth in the Loan Application. The Borrower will also comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to those that govern the procurement of goods and services.

18. OPEN MEETINGS. The Borrower certifies that in approving this Agreement, it has complied with the requirements of Chapter 14 of Title 50 of the Official Code of Georgia Annotated regarding open meetings.

19. EVENTS OF DEFAULT/REMEDIES

A. Events of Default. Each of the following events shall constitute an Event of Default under each of the Loan Documents:

- i. Payment Default. Failure by the Borrower to make any payment with respect to this Agreement and/or the Promissory Note (whether principal, interest, fees, or other amounts) when and as the same becomes due and payable (whether at maturity, on demand, or otherwise) and the continuance thereof for a period of three (3) days after, as applicable, the date upon which payment is due, or three (3) days after notice is given by Lender; provided however, Lender shall only be required to provide notice of a failure to pay once in any twelve (12) month period;
- ii. Non-conforming Use. All or a portion of the Loan Amount was or will be spent or contractually committed for purposes outside the Loan Purpose or otherwise in violation of this Agreement or law and the continuance thereof for a period of ten (10) days after notice is given by Lender;
- iii. Revised Scope of the Project. [There is a change in the scope of the Project such that the revised scope of Project, if originally included in the Loan Application, would have resulted in the rejection of the Loan Application;]
- iv. Revised Project Budget. [A change in the Project Budget such that the revised budget, if originally included in the Loan Application, would have resulted in the rejection of the Loan Application;]
- v. Bankruptcy/Receivership. Any of the following occurs: (i) the Borrower becomes insolvent (either because its liabilities exceed its assets or because it is unable to pay its debts as they fall due) or liquidation or dissolution of the Borrower begins; (ii) a voluntary or involuntary bankruptcy petition is filed by or against the Borrower under the United States Bankruptcy Code or any similar petition under any state insolvency law; (iii) an assignment is made by the Borrower for the benefit of creditors; or (iv) a proceeding for the appointment of a receiver, custodian, trustee, or similar agent are initiated with respect to the Borrower, which case, proceeding or other action remains undismissed, undischarged or unbonded for a period of thirty (30) Days.
- vii. Breach of Representation or Warranty. Any representation or warranty made by the Borrower in any Loan Document shall be false or misleading in any material respect on the date as of which made or deemed made pursuant to **Paragraph 12L/Reaffirmation** and the continuance thereof for a period of ten (10) days after notice is given by Lender;
- viii. Breach of Fixed Charges Coverage Ratio. The Fixed Charges Ratio as reported in any annual financial statements under Paragraph 14A, is less than 1.20.
- ix. Additional Breach. Any default by the Borrower in the performance or observance of any term, condition or provision contained in any Loan Document and not referred to in **Paragraphs 19Ai through 19Aviii** above, which default shall continue for thirty (30) days after the Lender gives the Borrower written notice thereof (if SRTA believes Borrower is using its best efforts to cure any breach included in this **Paragraph 19A** then SRTA, in its sole discretion, may extend in writing the cure period provided for herein);
- ix Default in Payment Obligations to Third Parties. Default in the payment of principal of or interest on any other obligation of the Borrower for money borrowed (or any obligation under notes payable or drafts accepted representing extensions of credit), 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 permit such obligation to become due prior to its stated maturity;

x. Default in Other Payment Obligations to Lender. 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 cause such obligation to become due prior to its stated maturity;

viii. Dissolution. The dissolution of the Borrower;

x. Material Adverse Change. Any Material Adverse Change has occurred; or

xi. Miscellaneous. The occurrence of any other event or condition as a result of which the Lender in good faith believes that the prospect of payment in full of the Loan is impaired, and which event or condition shall continue for ten (10) days after the Lender gives the Borrower written notice thereof.

B. Remedies. If one or more Events of Default should occur, then Lender may declare the Borrower to be in default hereunder by sending Borrower a written notice, and immediately upon such notice Lender may exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the Lender may have:

i. Terminate the credit provided herein and all future Draws, and declare the Promissory Note immediately due and payable, whereupon all outstanding principal and interest and any other amounts owed Lender shall become immediately due and payable, provided no such declaration (or notice of any kind) shall be required, and acceleration shall be automatic, upon occurrence of an event set forth in **paragraph 19 Av**;

ii. Take whatever action at law or in equity or under the terms of the Loan Documents may appear necessary or desirable to collect the amounts disbursed under the Loan and other amounts payable by the Borrower pursuant to the Loan Documents then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Borrower under the Loan Documents, including but not limited to requiring the Borrower to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the Lender under this Agreement have been fully paid; and/or

iii. In the event of a failure of the Borrower to pay any amounts due to the Lender under the Loan Documents within fifteen (15) days of the due date thereof, the Lender shall perform its duty under O.C.G.A. § 50-23-20 to notify the director of the Office of Treasury and Fiscal Services of such failure, and the Lender may apply any funds allotted to the Borrower that are withheld pursuant to O.C.G.A. § 50-23-20 to the payment of the overdue amounts under the Loan Documents.

C. Withholding of Other Funds for Unresolved Findings. The Lender may in its sole discretion withhold from Borrower any other grants or loans or Draws under this Loan so long as any audit or report findings respecting the Loan remain unresolved as determined by the Lender in its sole discretion or during any other time in which Borrower is not in compliance with this Agreement, as determined by the Lender in its sole discretion.

D. Borrower Responsible for Lender's Expenses. All sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, attorneys' fees incidental to the enforcement of any term of the Loan Documents, on the terms stated herein, shall be an indebtedness

of the Borrower, evidenced by the Promissory Note and this Agreement, even though such sums when added to the funds previously advanced under this Agreement shall exceed the face amount of the Promissory Note and the Loan Amount.

E. Reservation of Rights. Nothing in this Agreement shall be deemed to be a waiver by Lender of any statutory protection afforded to it or limit the right of the Lender (i) to exercise self help remedies, including but not limited to set off or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief.

F. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Loan Amount or to any other claim, action or proceeding under or respecting this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Borrower irrevocably waives its application.

20. ASSIGNMENT OR SALE BY LENDER. The Loan Documents, and the obligation of the Borrower to make payments thereunder, may, without Borrower consent, be sold, assigned, or otherwise transferred 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 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 their respective interests in the Loan Documents.

21. TERMINATION. At such time as the Lender is no longer obligated under this Agreement to make any further Draws and all principal, interest, and other amounts owing under the Loan Documents and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

22. SIGNS. Lender shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in Lender's sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs do not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety.

23. EXHIBITS. The following Exhibits are incorporated by reference into and made a part of the Agreement:

Exhibit C- Loan Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Project Information

Exhibit B- Promissory Note

Exhibit D- Extract of Minutes/Resolution of Governing Body

Exhibit E- Opinion of Borrower's Counsel

Exhibit F- Form of Draw Request

Exhibit G- Engineer's Certification

Exhibit H- Special Conditions

24. MISCELLANEOUS.

A. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are incorporated into this Agreement.

B. Compliance with laws. The Borrower shall perform its obligations hereunder in accordance with all applicable federal, state, and local government laws, rules, regulations, ordinances, orders and approvals, including but not limited to procedures and requirements relating to labor, health and workers' compensation standards and requirements, equal employment opportunity, nondiscrimination, compliance with the Americans with Disabilities Act, safety, anti-solicitation, and auditing and reporting provisions, now or hereafter in effect.

C. Parties Bound. 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 permitted assigns.

D. Time of the Essence; Force Majeure. Time is of the Essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to circumstances arising from Force Majeure events.

E. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Any suit on a claim arising from this Agreement must be brought exclusively in the Superior Court of Fulton County, Georgia.

F. Assignment. Borrower may not assign or delegate all or part of this Agreement to a third party without the prior written permission of Lender, which may be granted or refused at the sole discretion of Lender. Lender may assign this Agreement as provided in **Paragraph 20** at any time and without Borrower approval. Any assignment or delegation made by Borrower in violation of this **Paragraph 24F** shall be automatically null and void.

G. Notices. All notices, notifications, requests, or other communications hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the parties at the respective addresses set forth below. Requests for a Draw may also be sent by U.S. Mail, postage prepaid. Notices will be deemed to have been given when received, unless otherwise noted in the Contract. If a party refuses to accept delivery or fails to take delivery, notice shall be deemed given on the day delivery is first attempted. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the parties at the respective addresses set forth below.

For Lender:

Attn: Cindy Treadway
245 Peachtree Center Avenue NE, Suite 2200
Atlanta, Georgia 30303
Phone: (404) 893- 6186
Email: ctreadway@srta.ga.gov

For the Borrower:

Attn: Bert Foster
P.O. Box 900
Locust Grove, Georgia 30248
Phone:
Email: bfoster@locustgrove-ga.gov

H. Compliance with Laws; Taxes. The Borrower will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

I. Remedies Cumulative. The rights and remedies of the Lender under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

J. Waiver. The waiver by the Lender of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof.

K. No Third Party Beneficiaries. Except with reference to the protection afforded the Lender Parties as specifically set forth throughout this Agreement, nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

L. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context shall otherwise require, references to any Person shall be deemed to include such Person’s successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

M. Counterparts; Electronic Signatures. The Parties may execute this Agreement in counterparts. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an email message.

N. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 24E/Governing Law and Venue**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party and in favor of the other because such Party is alleged to have drafted this Agreement.

O. Survival. **Paragraphs 7/Interest, Fees and Other Expenses, 10/Payment of Draw, 11/Accountability, 12/Representations and Warranties, 15/Indemnification, 17/Laws, 19/Events of Default and Remedies, and 24/Miscellaneous, and Exhibit B/Promissory Note** shall survive the termination for whatever reason of this Agreement.

P. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The Lender shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document prepared by the Borrower which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

Q. Severability. 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 and the Parties agree that it is their intention that such invalid or unenforceable provision shall be enforced and binding to the fullest extent permitted by law, as though such provision had been written in such a manner and to such an extent as to be valid and enforceable under the circumstances.

R. Special Conditions. Any special conditions applicable to this Agreement are set forth in **Exhibit H/Special Conditions**, which is attached hereto and incorporated herein.

THE REMAINDER OF THIS PAGE LEFT BLANK
SIGNATURES BEGIN ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed, sealed and delivered by their respective officials hereunto duly authorized as of the Effective Date.

Borrower (SEAL)

Lender

By:
Title:

Jannine Miller
Executive Director

Attest:

Attest:

By:
Title:

By:
Title:

Approved as to form:

Borrower's Attorney

**EXHIBIT A
PROJECT INFORMATION**

Project Name:	Peeksville Connector
Project Location:	Peeksville Road, Henry County, Georgia
Project Scope:	This project will construct a new two-lane road connecting Peeksville Road at its intersection with SR 42 to Frances Ward Drive including the addition of eastbound turn lanes at SR 42. The project will reduce congestion in downtown Locust Grove and improve connectivity to the state network.
Loan Amount:	Two Million Dollars and No Cents (\$2,000,000)
Loan Purpose:	To fund a portion of right-of-way cost for the project.
Project Completion Date:	Spring 2025
Project Budget:	Five Million Forty-One Thousand Five Hundred Dollars and No Cents (\$5,041,500)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$41,500	N/A
Right-of-Way	\$2,500,000	\$2,000,000
Construction	\$2,500,000	N/A
ESTIMATED TOTAL COST	\$5,041,500	\$2,000,000

EXHIBIT B

§ Principal Amount

Date of Promissory Note

PROMISSORY NOTE

FOR VALUE RECEIVED, and in consideration thereof, the undersigned, _____ (the "Borrower") promises to pay to the order of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority (the "Lender") at the Lender's office located in Atlanta, Georgia, or at such other place as the Lender hereof may designate, the principal sum of _____ (\$ _____) (the "Loan"), or so much thereof as shall have been advanced pursuant to the terms of the Loan Agreement (hereinafter defined) and shall be outstanding, together with interest on so much of the principal balance of this Promissory Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

This Promissory Note has been executed under and pursuant to the Loan Agreement, of even date herewith, between the Borrower and Lender (the "Loan Agreement"), which Loan Agreement is incorporated herein by reference. The Promissory Note is issued to evidence the obligation of the Borrower under the Loan Agreement to repay the Loan made by the Lender and any other payments of any kind required to be paid by the Borrower under the Loan Agreement or the other Loan Documents referred to therein. Reference is also made to the Loan Agreement for the terms and conditions under which Draws may be made on the Loan and with respect to certain provisions governing the Borrower's repayment obligations under this Promissory Note. All capitalized terms used in this Promissory Note and not defined herein shall have the meanings set forth in the Loan Agreement. Upon an Event of Default, the entire principal of and interest on this Promissory Note may be declared or shall become immediately due and payable as provided in the Loan Agreement.

The unpaid principal balance of this Promissory Note shall bear interest at a rate per annum equal to _____ percent (_ %) calculated on the basis of a 360-day year, of twelve 30-day months, as appropriate. In the event of a Payment Default, the Borrower shall also pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate.

Interest on this Promissory Note shall begin to accrue upon the Amortization Commencement Date. Principal of and interest on this Promissory Note shall be payable in consecutive monthly installments equal to the Installment Payment, commencing on 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 and any unpaid interest on the Loan, which shall be due and payable on the Maturity Date.

This Promissory Note shall bear interest at the Default Rate on any overdue installment of principal and following any acceleration of the Maturity Date [and, to the extent permitted by applicable law, on any overdue installment of interest,] at the aforesaid rates. If any monthly installment is not received within five (5) days after its due date, the Borrower shall pay a late charge equal to five percent (5%) of the past due installment with a minimum of \$100.00 and a maximum of \$1,000.00, such payment to be due with the next succeeding monthly installment. Payment of any late charge or default interest does not entitle the Lender to an extension of any due date. The Lender shall have no obligation to accept any such delinquent payment of principal and/or interest without the accompanying late charge, and the acceptance by the Lender of such delinquent payment without the accompanying late charge shall not constitute a waiver by the Lender of the right to enforce and collect such late charge. The Borrower acknowledges and agrees that the late charge herein provided is not a charge in the nature of interest imposed for the use of money advanced under this Promissory Note nor is it a penalty; rather, the late charge is imposed to compensate the Lender for the expense, inconvenience and economic frustration experienced by the Lender as a result of the Borrower's failure to make timely payments due hereunder, and is a reasonable pre-estimate of the Lender's actual damages and loss on account of such delinquent payment, which are difficult to ascertain in advance.

All payments or prepayments on this Promissory Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Promissory Note through the date of such payment or prepayment, and then to principal. Principal amounts repaid by the Borrower may not be reborrowed.

The Borrower shall make payments due under this Promissory 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 \$250 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 entire Outstanding Loan Balance of this Promissory Note, together with all accrued and unpaid interest, at any time. If the Loan is prepaid, the Borrower shall be required to pay an Administrative Fee each time such payment is made.

The obligation of the Borrower to make the payments required to be made under this Promissory 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, except for payment, or any rights of setoff, counterclaim, or recoupment it may otherwise have against the Lender.

In case this Promissory Note is collected by or through an attorney, Borrower agrees to pay upon demand by Lender all costs and expenses of such collection including court costs, out-of-pocket expenses and attorneys' fees of Lender in the amount of 15% of the amount of principal and interest due and owing on the Promissory Note. Any payment due on a day other than a Business Day (a "Business Day") being any day other than a Saturday or Sunday a day on which banks in the State of Georgia are authorized or required by law to close) shall be payable on the last Business Day preceding such date.

In the event that any payment on this Promissory Note is made by the Borrower or other obligor or any other person and, by reason of bankruptcy or other act of insolvency of the Borrower or other obligor or such other person the payment is deemed to be a fraudulent conveyance or preferential payment or is otherwise invalidated or set aside, and the recipient is required to surrender the payment, any credit on this Promissory Note to which such payment relates shall be rescinded, and the amount owing on this Promissory Note shall be reinstated and calculated as if such payment shall not have been made.

This Promissory Note is hereby expressly limited so that in no event whatsoever, whether by acceleration of maturity of the debt evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or retention of the money advanced or to be advanced hereunder exceed the highest lawful permissible under applicable laws. All sums paid or agreed to be paid to the Lender hereof for the use, forbearance or detention of sums included in the amounts owing to Lender by Borrower shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Promissory Note (including any renewal or extension hereof) until payment in full so that the rate or amount of interest on account of indebtedness does not exceed the applicable usury ceiling, if any. As used in this Promissory Note, the term "applicable law" shall mean the laws of the State of Georgia. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any agreement evidencing or securing the debt, at the time performance of such provisions shall be due, shall involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if from any circumstances, Lender shall have received as interest an amount which would exceed the highest lawful rate applicable to Borrower, such amount which would be excessive interest shall be

applied to the reduction of the unpaid principal balance of the debt evidenced hereby and not to the payment of interest, regardless of any books or records of Lender which may indicate the contrary.

BORROWER AND LENDER EACH AGREE AND DECLARE THAT THE ONLY CHARGE IMPOSED UPON BORROWER FOR THE USE OF MONEY IN CONNECTION WITH THE PROMISSORY NOTE IS AND SHALL BE THE PER ANNUM INTEREST RATES STIPULATED HEREIN, AND FURTHER AGREE AND STIPULATE THAT ALL OTHER CHARGES IMPOSED BY LENDER ON BORROWER IN CONNECTION WITH THIS PROMISSORY NOTE, INCLUDING WITHOUT LIMITATION, ALL LATE CHARGES AND ATTORNEYS' FEES, ARE CHARGES MADE TO COMPENSATE LENDER FOR ADMINISTRATIVE SERVICES AND COSTS OR LOSSES PERFORMED OR INCURRED, AND TO BE PERFORMED OR INCURRED, BY LENDER IN CONNECTION WITH THIS PROMISSORY NOTE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW SHALL NOT BE DEEMED TO BE CHARGES FOR THE USE OF MONEY PURSUANT TO OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 7-4-2 OR SECTION 7-4-18. ALL CHARGES OTHER THAN CHARGES FOR THE USE OF MONEY SHALL BE FULLY EARNED AND NONREFUNDABLE WHEN DUE.

Time is of the essence of this Promissory Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor and all rights to the benefit of any moratorium, marshaling, forbearance, valuation or stay, are hereby waived and renounced by the Borrower, and by any guarantor, surety, and any other entity primarily or secondarily liable on this Promissory Note. The Lender shall not be deemed to waive any of its rights under this Promissory 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 Promissory 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. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences, if any, granted from time to time shall be construed (A) as a novation of this Promissory Note or as a restatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Promissory Note, or (B) to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. All remedies conferred upon the Lender by this Promissory Note or any other instrument or agreement related hereto or under applicable law shall be cumulative and none is exclusive and such remedies may be exercised concurrently or consecutively at the Lender's option.

No extension of time for the payment of this Promissory Note or any installment due hereunder, made by agreement with the Borrower or any other person or entity now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Promissory Note, either in whole or in part unless and insofar as the Lender agrees otherwise in writing. This Promissory Note may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Modifications and extensions of the Loan Documents, or of any amendments or restatements thereof, may be made to the extent and in the circumstances permitted by such Loan Documents and no such modification, extension, amendment or restatement shall affect or impair the validity or continuing effectiveness of this Promissory Note.

This Promissory 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 Promissory Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Promissory 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 Promissory 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, and this Promissory Note shall be collectible by, its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and permitted assigns; provided, however that Borrower may not assign or delegate this Promissory Note or any of its obligations hereunder without the prior written consent of Lender and any assignment or delegation in contravention of the foregoing restriction shall be void ab initio.

The parties agree that the electronic signature of a party to this Promissory Note shall be as valid as an original signature of such party and shall be effective to bind such party to this Promissory Note. The parties agree that any electronically signed document (including this Promissory Note) shall be deemed (i) to be "written" or "writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mal message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of _____, 20__.

(BORROWER'S NAME) (SEAL)

By: __
Name:
Title:

Attest:

Name: ____
Title: _____

Approved as to form:

By: _____
Borrower's Attorney

EXHIBIT C
Loan Application

Borrower's Loan Application and exhibits thereto, and any amendments are incorporated herein by reference.

EXHIBIT D

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Actual Resolution to be added

EXHIBIT E

(Attorney's Letterhead)

OPINION OF BORROWER'S COUNSEL

DATE

State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, GA 30303

Re: Opinion Letter for Proposed Loan to the City of Locust Grove

Ladies and Gentlemen:

As counsel for the City of Locust Grove (the "Borrower"), we have examined duly executed originals of the Loan Agreement, and its exhibits and documents referenced therein, between the Borrower and the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority (collectively, the "Lender") (the "Loan Agreement"), the related Promissory Note (the "Promissory Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Promissory Note (the Loan Agreement and the Promissory Note may be collectively referred to as the "Loan Documents"), and such other documents, records, and proceedings as we have deemed relevant or material to render this opinion, and based upon such examination, we are of the opinion, as of the date hereof, that:

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

2. The Borrower has all requisite power and authority to conduct its business and to execute and deliver, and to perform its obligations under the Loan Documents.

3. The execution and delivery by the Borrower, and the performance of its obligations under the Loan Documents have been duly authorized by all necessary corporate action or resolutions.

4. The Borrower has duly executed and delivered each Loan Document to which it is a party and each such Loan Document constitutes the legal, valid and binding obligation of such party; enforceable against such party in accordance with their respective terms.

5. No authorization, consent or other approval of, or registration, declaration or other filing with any Governmental Authority, other than those obtained and currently in full force and effect, is required on the part of the Borrower for the execution and delivery by such party of, and the performance by such party under, each of the Loan Documents, or, for the operation and maintenance of the Project.

6. To our knowledge after due inquiry, there are no actions, suits, proceedings or investigations or inquiries, at law or in equity, by or before any court, arbitrator or any other Governmental Authority that are pending or threatened against or affecting the Borrower wherein an unfavorable decision, ruling or finding would adversely affect the validity or enforceability of any of the Loan Documents, the ability of the Borrower to perform its obligations under the Loan Documents, the corporate existence of the Borrower or the capacity or authority of any signatory of the Borrower, or that could otherwise reasonably be expected to materially and adversely affect the Borrower.

7. The execution and delivery by the Borrower of, and compliance with the provisions of the Loan Documents do not (i) violate the articles or certificate of incorporation, charter or other organizational documents or by-laws or resolution of Borrower, (ii) violate the constitution, statutes, regulations or other laws of the United States of America or the State of Georgia or (iii) conflict with or constitute a breach of or default under any material agreement or other instrument known to this Law Firm to which the Borrower is a party, or to the best of this Law Firm's knowledge, after reasonable review, any court order, consent decree, statute, rule, regulation or any other law to which the Borrower presently is subject.

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

In rendering the opinions set forth herein, this Law Firm has assumed the following, without any investigation or inquiry on our part:

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

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

Very truly yours,

EXHIBIT F
Form of Draw Request

Date

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, GA 30303

Re: Loan Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“Lender”) and the City of Locust Grove (“Borrower”), dated _____, 20____ (“Agreement”)/ Draw Request No.: _____*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Borrower hereby requests disbursement in the amount of \$_____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Loan Agreement aggregate \$_____ .
2. Time period covered by this Request is for work performed on the Project between _____, 20____ and _____, 20____ .
3. The amounts hereby requested have been incurred by or on behalf of the Borrower for Eligible Costs on the Project.
4. The amount of this Request, together with all prior Requests, does not exceed the amount of the Loan, and the amount of this Request together with the sum of all disbursements of the Loan proceeds made and to be made will not exceed the Loan Amount or the amount allocated for the applicable line item of the Budget as set forth in Exhibit A of the Agreement.
5. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Loan proceeds.
6. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
7. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.
8. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.
9. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the Lender and with good engineering practices.

10. The Borrower is in compliance with all of the terms and conditions of the Loan Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project (“Other Agreements”) and there does not currently exist an Event of Default under the Loan Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
11. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Borrower.

This _____, 20____.

BORROWER NAME

By: __
Name:
Title:

The Draw Request must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Borrower’s behalf.

* For each Request, the Borrower will insert a new number in chronological order.

**Attachment 1
To
Exhibit F (Request for An Draw)**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Project Budget Line Item***

A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit A/Project Information, the status of the on-going work included in the Draw Request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this Draw Request.*

****Seeks the line item, as set forth in the breakdown of the Project Budget in Exhibit A that the work for which payment is requested falls under.*

EXHIBIT G
Engineer's Certification

- This Engineer's Certification form must be submitted with each Draw Request.
- For design or planning work, the Engineer's Certification must be completed by the City/County/CID Engineer, Manager or other independent qualified engineering consultant.
- For construction work, the Engineer's Certification must be completed by the Project Engineer.
- A consultant/vendor may not certify their own work.
- Contact Cindy Treadway at (404) 893-6186 or ctreadway@srta.ga.gov, if you have any questions regarding completion of the Engineer's Certification.

A.: Engineer's Certification (REQUIRED)

Engineer's Letterhead

Date

Borrower: _____ *(Must be the same name as in the Loan Agreement)*
Project Name: _____ *(Must be the same name as on Exhibit A)*
Loan Amount: _____ *(Must be the same amount as on Exhibit A)*

(name of Engineering Firm or name of Engineer if a government employee), is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached Draw Request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Loan Program between the Georgia Transportation Infrastructure Bank and _____ *(name of Borrower)* and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

(name of Engineering Firm, if applicable)
By: _____
Name: _____
Title: _____

**EXHIBIT H
SPECIAL CONDITIONS**

Not applicable

\$ 2,000,000

July 1, 2024

PROMISSORY NOTE

FOR VALUE RECEIVED, and in consideration thereof, the undersigned, City of Locust Grove (the “Borrower”) promises to pay to the order of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority (the “Lender”) at the Lender’s office located in Atlanta, Georgia, or at such other place as the Lender hereof may designate, the principal sum of Two Million Dollars (\$2,000,000) (the “Loan”), or so much thereof as shall have been advanced pursuant to the terms of the Loan Agreement (hereinafter defined) and shall be outstanding, together with interest on so much of the principal balance of this Promissory Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

This Promissory Note has been executed under and pursuant to the Loan Agreement, of even date herewith, between the Borrower and Lender (the “Loan Agreement”), which Loan Agreement is incorporated herein by reference. The Promissory Note is issued to evidence the obligation of the Borrower under the Loan Agreement to repay the Loan made by the Lender and any other payments of any kind required to be paid by the Borrower under the Loan Agreement or the other Loan Documents referred to therein. Reference is also made to the Loan Agreement for the terms and conditions under which Draws may be made on the Loan and with respect to certain provisions governing the Borrower’s repayment obligations under this Promissory Note. All capitalized terms used in this Promissory Note and not defined herein shall have the meanings set forth in the Loan Agreement. Upon an Event of Default, the entire principal of and interest on this Promissory Note may be declared or shall become immediately due and payable as provided in the Loan Agreement.

The unpaid principal balance of this Promissory Note shall bear interest at a rate per annum equal to 2.59 percent (2.59%) calculated on the basis of a 360-day year, of twelve 30-day months, as appropriate. In the event of a Payment Default, the Borrower shall also pay interest on any overdue amount from its due date to the date of actual payment at the Default Rate.

Interest on this Promissory Note shall begin to accrue upon the Amortization Commencement Date. Principal of and interest on this Promissory Note shall be payable in consecutive monthly installments equal to the Installment Payment, commencing on 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 and any unpaid interest on the Loan, which shall be due and payable on the Maturity Date.

This Promissory Note shall bear interest at the Default Rate on any overdue installment of principal and following any acceleration of the Maturity Date [and, to the extent permitted by applicable law, on any overdue installment of interest,] at the aforesaid rates. If any monthly installment is not received within five (5) days after its due date, the Borrower shall pay a late charge equal to five percent (5%) of the past due installment with a minimum of \$100.00 and a maximum of \$1,000.00, such payment to be due with the next succeeding monthly installment. Payment of any late charge or default interest does not entitle the Lender to an extension of any due date. The Lender shall have no obligation to accept any such delinquent payment of principal and/or interest without the accompanying late charge, and the acceptance by the Lender of such delinquent payment without the accompanying late charge shall not constitute a waiver by the Lender of the right to enforce and collect such late charge. The Borrower acknowledges and agrees that the late charge herein provided is not a charge in the nature of interest imposed for the use of money advanced under this Promissory Note nor is it a penalty; rather, the late charge is imposed to compensate the Lender for the expense, inconvenience and economic frustration experienced by the Lender as a result of the Borrower’s failure to make timely payments due hereunder, and is a reasonable pre-estimate of the

Lender's actual damages and loss on account of such delinquent payment, which are difficult to ascertain in advance.

All payments or prepayments on this Promissory Note shall be applied first to unpaid fees and late fees, then to interest accrued on this Promissory Note through the date of such payment or prepayment, and then to principal. Principal amounts repaid by the Borrower may not be reborrowed.

The Borrower shall make payments due under this Promissory 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 \$250 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 entire Outstanding Loan Balance of this Promissory Note, together with all accrued and unpaid interest, at any time. If the Loan is prepaid, the Borrower shall be required to pay an Administrative Fee each time such payment is made.

The obligation of the Borrower to make the payments required to be made under this Promissory 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, except for payment, or any rights of setoff, counterclaim, or recoupment it may otherwise have against the Lender.

In case this Promissory Note is collected by or through an attorney, Borrower agrees to pay upon demand by Lender all costs and expenses of such collection including court costs, out-of-pocket expenses and attorneys' fees of Lender in the amount of 15% of the amount of principal and interest due and owing on the Promissory Note. Any payment due on a day other than a Business Day (a "Business Day") being any day other than a Saturday or Sunday a day on which banks in the State of Georgia are authorized or required by law to close) shall be payable on the last Business Day preceding such date.

In the event that any payment on this Promissory Note is made by the Borrower or other obligor or any other person and, by reason of bankruptcy or other act of insolvency of the Borrower or other obligor or such other person the payment is deemed to be a fraudulent conveyance or preferential payment or is otherwise invalidated or set aside, and the recipient is required to surrender the payment, any credit on this Promissory Note to which such payment relates shall be rescinded, and the amount owing on this Promissory Note shall be reinstated and calculated as if such payment shall not have been made.

This Promissory Note is hereby expressly limited so that in no event whatsoever, whether by acceleration of maturity of the debt evidenced hereby or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or retention of the money advanced or to be advanced hereunder exceed the highest lawful permissible under applicable laws. All sums paid or agreed to be paid to the Lender hereof for the use, forbearance or detention of sums included in the amounts owing to Lender by Borrower shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of this Promissory Note (including any renewal or extension hereof) until payment in full so that the rate or amount of interest on account of indebtedness does not exceed the applicable usury ceiling, if any. As used in this Promissory Note, the term "applicable law" shall mean the laws of the State of Georgia. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any agreement evidencing or

securing the debt, at the time performance of such provisions shall be due, shall involve the payment of interest in excess of that authorized by law, the obligation to be fulfilled shall be reduced to the limit so authorized by law, and if from any circumstances, Lender shall have received as interest an amount which would exceed the highest lawful rate applicable to Borrower, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal balance of the debt evidenced hereby and not to the payment of interest, regardless of any books or records of Lender which may indicate the contrary.

BORROWER AND LENDER EACH AGREE AND DECLARE THAT THE ONLY CHARGE IMPOSED UPON BORROWER FOR THE USE OF MONEY IN CONNECTION WITH THE PROMISSORY NOTE IS AND SHALL BE THE PER ANNUM INTEREST RATES STIPULATED HEREIN, AND FURTHER AGREE AND STIPULATE THAT ALL OTHER CHARGES IMPOSED BY LENDER ON BORROWER IN CONNECTION WITH THIS PROMISSORY NOTE, INCLUDING WITHOUT LIMITATION, ALL LATE CHARGES AND ATTORNEYS' FEES, ARE CHARGES MADE TO COMPENSATE LENDER FOR ADMINISTRATIVE SERVICES AND COSTS OR LOSSES PERFORMED OR INCURRED, AND TO BE PERFORMED OR INCURRED, BY LENDER IN CONNECTION WITH THIS PROMISSORY NOTE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW SHALL NOT BE DEEMED TO BE CHARGES FOR THE USE OF MONEY PURSUANT TO OFFICIAL CODE OF GEORGIA ANNOTATED SECTION 7-4-2 OR SECTION 7-4-18. ALL CHARGES OTHER THAN CHARGES FOR THE USE OF MONEY SHALL BE FULLY EARNED AND NONREFUNDABLE WHEN DUE.

Time is of the essence of this Promissory Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor and all rights to the benefit of any moratorium, marshaling, forbearance, valuation or stay, are hereby waived and renounced by the Borrower, and by any guarantor, surety, and any other entity primarily or secondarily liable on this Promissory Note. The Lender shall not be deemed to waive any of its rights under this Promissory 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 Promissory 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. No failure to accelerate the debt evidenced hereby by reason of default hereunder, acceptance of a past due installment, or indulgences, if any, granted from time to time shall be construed (A) as a novation of this Promissory Note or as a restatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of Lender thereafter to insist upon strict compliance with the terms of this Promissory Note, or (B) to prevent the exercise of such right of acceleration or any other right granted hereunder or by applicable law; and Borrower hereby expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing. All remedies conferred upon the Lender by this Promissory Note or any other instrument or agreement related hereto or under applicable law shall be cumulative and none is exclusive and such remedies may be exercised concurrently or consecutively at the Lender's option.

No extension of time for the payment of this Promissory Note or any installment due hereunder, made by agreement with the Borrower or any other person or entity now or hereafter liable for the payment of this Promissory Note shall operate to release, discharge, modify, change or affect the original liability of Borrower under this Promissory Note, either in whole or in part unless and insofar as the Lender agrees otherwise in writing. This Promissory Note may not be changed orally but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Modifications and extensions of the Loan Documents, or of any amendments or restatements thereof, may be made to the extent and in the circumstances permitted by such Loan Documents and no such modification, extension, amendment or restatement shall affect or impair the validity or continuing effectiveness of this Promissory Note.

_____ This Promissory 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 Promissory Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Promissory 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 Promissory 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, and this Promissory Note shall be collectible by, its transferees, successors, and assigns. All obligations of the Borrower hereunder shall bind the Borrower's successors and permitted assigns; provided, however that Borrower may not assign or delegate this Promissory Note or any of its obligations hereunder without the prior written consent of Lender and any assignment or delegation in contravention of the foregoing restriction shall be void ab initio.

The parties agree that the electronic signature of a party to this Promissory Note shall be as valid as an original signature of such party and shall be effective to bind such party to this Promissory Note. The parties agree that any electronically signed document (including this Promissory Note) shall be deemed (i) to be "written" or "writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

SIGNED, SEALED, AND DELIVERED by the undersigned Borrower as of _____, 2024.

CITY OF LOCUST GROVE (SEAL)

By: __
Name:
Title:

Attest:

Name: ____
Title: _____

Approved as to form:

By: _____
Borrower's Attorney

Signature Card

**AUTHORIZED SIGNATURE CARD FOR REQUESTS FOR ADVANCE
UNDER GTIB LOAN PROGRAM**

Borrower Name: _____
Project Name and Location: _____

NUMBER OF SIGNATURES REQUIRED TO MAKE A REQUEST FOR ADVANCE

- One signature required on Requests for Advance
 Two signatures required on Requests for Advance

**NAMES AND SIGNATURES OF OFFICIALS AUTHORIZED TO MAKE REQUESTS
FOR ADVANCE**

Typed Name: _____ Signature: _____	Typed Name: _____ Signature: _____
Typed Name: _____ Signature: _____	Typed Name: _____ Signature: _____

**I CERTIFY THAT THE SIGNATURES ABOVE ARE OF THE INDIVIDUALS
AUTHORIZED TO MAKE REQUESTS FOR ADVANCES FOR THE LOAN THAT
WILL BE USED ON THE ABOVE-REFERENCED PROJECT.**

(The attesting official below cannot be one of the officials that is named above as authorized to sign a Request for Advance.)

Signature of Attesting Official

Date

Typed Name: _____
Title: _____



SUPPLIER CHANGE REQUEST FORM

Agency Supplier Liaisons MUST complete the Agency Liaison Use Only sections AND ensure the supplier has completed sections 1 - 3, the Supplier Use Only sections prior to submitting this form to SAO.

 NEW EXISTING

SUPPLIER ID NUMBER: Agency Use Only

0	0	0	0																
---	---	---	---	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

SECTION 1: SUPPLIER IDENTIFICATION

FEI/SSN/TIN

Supplier Name:

Doing Business As (dba): If applicable

SUPPLIER ADDRESS

Address 1:

Address 2:

City:

State: Postal Code:

Contact Email:

Primary Phone #: Ext: Landline Cell Used for Identity Verification
Secondary Phone #: Ext: Landline Cell Used for Identity Verification

Driver's License #: For individuals only DL State:

SECTION 2: BANK ACCOUNT INFORMATION

Required for New and Reactivating suppliers to add/change bank information to receive payments via ACH.

I do not wish to provide banking information and understand all payments made to me will be via check.

Replace Remittance Address at Loc # With Addr ID #

Replace Invoicing Address at Loc # With Addr ID #

Add New Bank Account Change Bank Account Enter Loc # Agency Liaisons are required to complete items on this line for bank changes

ROUTING #

NEW ACCOUNT #

Last Four Digits of Previous Bank Account # For changes only

Check here if General Bank Account can be used by ALL State of Georgia agencies making payments.

Check here if this account can only be used for a SPECIFIC PURPOSE

DESCRIBE SPECIFIC PURPOSE

ACCOUNTS RECEIVABLE NOTIFICATION

PAYMENT REMIT EMAIL ADDRESS 1:

PAYMENT REMIT EMAIL ADDRESS 2:

I authorize the State of Georgia to deposit payment for goods and/or services received into the provided bank account by the Automated Clearing House (ACH). I further acknowledge that this agreement is to remain in full effect until such time as changes to the bank account information are submitted in writing by the vendor or individual named below. It is the sole responsibility of the vendor or individual to notify the State of Georgia of any changes to the bank account information. The State of Georgia independently authenticates bank account ownership.

Printed Name of Company Officer

Signature of Company Officer

Date

SECTION 3: DIVERSITY IDENTIFICATION (Check ALL That Apply)

BUSINESS CERTIFICATIONS

- GA Small Business*
- GA Resident Business**
- Not Applicable
- Women Owned
- Minority Business Certified
- Prefer Not to Disclose

MINORITY BUSINESS ENTERPRISE (51% ownership)

- Hispanic – Latino
- Native American
- Pacific Islander
- Prefer Not to Disclose
- African American
- Asian American
- Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business " means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

**Georgia resident business is defined as any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.

VETERAN-OWNED SMALL BUSINESS (Check ALL That Apply)

- Nonveteran-owned Small Business
- Veteran-owned Small Business
- Service Disabled VOSB
- Prefer Not to Disclose

SECTION 4: REQUESTED CHANGE(S) – (Check ALL That Apply)

- FEI/TIN Change (Cannot change if supplier is 1099 applicable)
- Business Name Change
- 1099 Eligible (Cannot change to non-eligible if supplier is already 1099 eligible)

1099 Addr ID # Agency Liaisons are REQUIRED to enter the AddrID # where to mail 1099

1099 – M Enter Code (Required for Form 1099 – M)

1099 – N **Code 01** (01 is the only code available for the 1099 – NEC)

- Reactivate Supplier Profile
- Deactivate Supplier Profile (Agency Liaison MUST attach written justification from the supplier with the SCR.)
- Add Additional Business Address (Enter additional address in Section 1)
- Change Existing Business Address Enter Addr ID # to change: (Agency Liaisons are required to enter Addr ID # to change)

Change/Add Payment Alt Name to an existing address (if payable to a different name).

Payment Alt Name:

- Classification Change: (Agency Liaisons are required to check one for Classification Changes.)
 - Attorney
 - Gov Non-State of GA
 - HCM
 - Non-Supplier
 - Student
 - Supplier Minority
 - Supplier Non-minority

- Statewide Contract (DOAS Use Only)
- HCM Vendor
- Other (Provided details in the Comments section below)
- Comments

AGENCY USE ONLY SECTION 5: AGENCY LIAISON CERTIFICATION (REQUIRED)

By my signature below, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed above.

AGENCY LIAISON NAME

AGENCY LIAISON SIGNATURE

DATE

B/U#

Revised 12/2023