



LOWNDES COUNTY BOARD OF COMMISSIONERS
PROPOSED AGENDA
WORK SESSION, MONDAY, JUNE 21, 2021, 8:30 AM
REGULAR SESSION, TUESDAY, JUNE 22, 2022. 5:30 PM
327 N. Ashley Street - 2nd Floor

1. Call To Order

2. Invocation

3. Pledge Of Allegiance To The Flag

4. Minutes For Approval

- a. Work Session - June 7, 2021 & Regular Session - June 8, 2021

Recommended Action: Approve

Documents:

5. Appointment

- a. Lowndes County Department of Family and Children Services (DFCS) Board

Recommended Action: Board's Pleasure

Documents:

- b. South Georgia Regional Library Board

Recommended Action: Board's Pleasure

Documents:

6. For Consideration

- a. Beer License - Jayagauri Patel of Gauri & Ekta LLC, DBA Quick Stop #1 - 1255 Lakes Blvd., Lake Park, GA

Recommended Action: Approve

Documents:

- b. Office of the Governor Criminal Justice Coordinating Council Accountability Court Lowndes County DUI Court Grant Award - State Court

Recommended Action: Approve
Board's Pleasure

Documents:

- c. Echols County 9-1-1 Agreement

Recommended Action: Approve

Documents:

- d. Whitewater Lift Station Control Panel Emergency Repair

Recommended Action: Approve

Documents:

- e. Bemiss Low Pressure Sewer Main Replacement Change Order
Recommended Action: Approve
Documents:
- f. GEFA Loan - Sewer System Rehabilitation Project
Recommended Action: Approve
Documents:
- g. GEFA Loan - Lake Park Bellville Road Utility Relocation
Recommended Action: Approve
Documents:
- h. Lowndes County Accountability Court Adult Drug Court Program - Grant (Cash Match)
Recommended Action: Approve
Documents:
- i. Lowndes County Juvenile Accountability Court - Drug Court Program - Grant (Cash Match)
Recommended Action: Approve
Documents:
- j. Compute and Storage for South Lowndes Data Center
Recommended Action: Approve
Documents:

7. Bid

- a. Bid for Pest Control Service
Recommended Action: Board's Pleasure
Documents:
- b. Purchase of a Truck for Public Works
Recommended Action: Board's Pleasure
Documents:
- c. Purchase of Fire Turnout Gear
Recommended Action: Board's Pleasure
Documents:
- d. Bid for Grounds Maintenance for County Buildings
Recommended Action: Board's Pleasure
Documents:

8. Reports - County Manager

9. Citizens Wishing To Be Heard - Please State Your Name and Address

10. Adjournment

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Department of Family and Children Services
(DFCS) Board

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT:
FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appoint/Reappoint a Member

HISTORY, FACTS AND ISSUES: Mr. Raymond Conner's term on the Lowndes County DFCS Board will expire on June 30, 2021. Mr. Conner has expressed a desire to be reappointed to the board.

OPTIONS: 1. Appoint/Reappoint a Member
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: South Georgia Regional Library Board

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appointing a member to the unexpired term

HISTORY, FACTS AND ISSUES: Mr. Gene Toffolo has resigned from his seat on the South Georgia Regional Library Board. Mr. Steve Boatner has been recommended and has expressed a desire to be appointed to the seat for the remainder of the term, which will expire on June 30, 2023.

OPTIONS: 1. Appoint a member to fill the unexpired term
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Print

Lowndes County Board/Agency Appointee Information Sheet - Submission #89

Date Submitted: 5/20/2021

Date:

5/20/2021

Board/Agency Applying For:

South GA Regional Library

Last Name

Boatner

First Name

Steve

Street Address

City/State/Zip

VALDOSTA

Phone Number

Email Address

Occupation

Financial Executive

Professional Experience

Investment Executive The Investment Centre at CBC Bank and VP of CBC Bank

Knowledge & Skills

Organizational skills and management and experience in providing stewardship in financial matters

What knowledge or skills do you possess that would contribute to the Board/Agency to which you are requesting to be appointed?

Please list the Board/Agency that you have been or are currently a member of:

Rotary of Valdosta
Camp Viola Board of Trustees

Extra Activities & Community Organizations

Rotary of Valdosta

Please list any extracurricular activities and/or community organizations you are affiliated with.

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Beer License - Jayagauri Patel of Gauri & Ekta LLC, DBA Quick Stop #1 - 1255 Lakes Blvd., Lake Park, GA

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Beer license - Jayagauri Patel of Gauri & Ekta LLC, DBA Quick Stop #1 - 1255 Lakes Blvd., Lake Park, GA

HISTORY, FACTS AND ISSUES: Jayagauri Patel of Gauri & Ekta LLC, DBA Quick Stop #1 - 1255 Lakes Blvd., Lake Park, GA is requesting a license for the sale of beer for consumption off premise. This is a new establishment. This location previously operated as Palak Corp. but has been closed since 2019. The ordinances and guidelines for approval of the license have been met. All forms are attached and upon approval by the Board the license will be granted.

OPTIONS: 1. Approve the Beer License.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

#01353280

Alcoholic Beverage License Application
Lowndes County Board of Commissioners
Finance Department – Licensing Division

Before completing this application, you must verify that the proposed location of your establishment is located in unincorporated Lowndes County.

1. TYPE OF LICENSE(s) APPLIED FOR (check all that apply):

- Retail Dealer – Off Premises Consumption (Distilled Spirits)
- Retail Dealer – Off Premises Consumption (Malt Beverages)
- Retail Dealer – Off Premises Consumption (Wine)
- Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- Retail Consumption Dealer – Consumption on Premises (Wine)
- Wholesaler – Distilled Spirits with warehousing in Lowndes County
- Wholesaler – Distilled Spirits without warehousing in Lowndes County
- Wholesaler – Malt Beverages with warehousing in Lowndes County
- Wholesaler – Malt Beverages without warehousing in Lowndes County
- Wholesaler – Wine with warehousing in Lowndes County
- Wholesaler – Wine without warehousing in Lowndes County
- Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

2. Official Legal Name of Entity or Person seeking the License(s) (the "Applicant"):

Gauss + Extra LLC

3. Applicant's Business or Trade Name (if different than official legal name):

4. List any aliases, tradenames, or other names under which the Applicant is known or conducting business, or has been known or conducted business during the past three years:

N/A

5. If Applicant is an Entity, Full Name of the Individual Making this Application for the Applicant:

6. Street Address of establishment for which license is sought:

1255 Lakes Blvd

Lake Park, GA 31030

7. Street Address of Applicant's Primary Place of Business, if different from question #6 above:

8. Describe the type of establishment to be operated pursuant to the license applied for and the category(ies) of alcoholic beverage related functions and activities to be conducted at such establishment. [Attach additional pages if more space is needed]

Convenience store with Gas Station selling beer
off premise

9. Lowndes County's alcohol ordinance prohibits the distribution, sale or consumption of alcoholic beverages within 300 feet of any church building. The ordinance also prohibits the distribution, sale or consumption of wine or malt beverages within 100 yards, or of distilled spirits within 200 yards, of any

school building, educational building, school grounds or college campus. Those distances are measured from the door of the licensed establishment to the nearest street, thence along said street to the nearest point of any church building, school building, educational building, school grounds or college campus. List below the name and street address of the nearest church and the nearest educational facilities to the proposed establishment including the address.

Church: Lake Park Church of God - 900 W. Marion Ave Lake Park GA 31030

School, college or other educational facility or grounds: Lake Park Elementary School -

1604 W. Marion Ave Lake Park GA 31030

10. Has the Applicant or the establishment to be licensed been denied or had revoked an alcohol license by Lowndes County within the preceding twelve (12) months? [] YES [] NO

If yes, please explain. [Attach additional pages if more space needed]

11. Has the Applicant, any person identified in question 12 below, or any employee of the establishment for which licensure is being sought ever been refused a license related to alcohol or had such license suspended or revoked (either by Lowndes County or another jurisdiction)? [] YES [] NO

If yes, state the month and year of such occurrence, the jurisdiction, and the circumstances. [Attach additional pages if more space needed]

12. Type of Legal Entity
applying for license:

[] Individual

[] Partnership

[] Joint Venture

[] Corporation

[] Firm

[] Association

[] Limited Liability Company (LLC)

[] Other: _____

If the Applicant is a partnership, joint venture or firm, list the names and addresses of all owners of the partnership, joint venture or firm. [Attach additional pages if more space is needed]

If the Applicant is a limited liability company, list the names and addresses of the three (3) members owning the largest amounts of ownership interest and the names and addresses of any managers or principal officers. [Attach additional pages if more space is needed]

Jayagauri Patel
Member Name

Hill Ave Valdosta GA 31601
Address

Member Name

Address

Member Name

Address

Manager Name

Address

Manager Name

Address

Officer Name

Address

Officer Name

Address

If the Applicant is any other type of entity or non-natural person, list the names and addresses of all the members of its governing body, officers and others having management, control or dominion over such application.

Name

Address

Name

Address

Name

Address

Name

Address

13. Has the Applicant, any person listed in question 12 above, or any employee of the applicant's establishment ever been convicted of a felony? [] YES [] NO

14. Has the Applicant, any person listed in question 12 above, or any employee of the Applicant's establishment been convicted within the previous five (5) years of a misdemeanor or of any other violation involving gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude? [] YES [] NO

15. Has the Applicant, any person identified in question 12 above and each employee of Applicant's establishment attach a fully completed and executed consent statement for necessary investigation reports? (see attachment A) [] YES [] NO *SR*

16. If the establishment for which a license is sought is or was licensed under the Lowndes County Alcohol Ordinance (or any previous ordinances or resolutions pertaining to alcoholic beverages), present details of how the Applicant has or will acquire the establishment, including on what terms and conditions. Further, describe in detail any familial, business, investment, debtor/creditor, or other relationship the Applicant may have or have had during the past three (3) years with the current or former licensee or establishment owner, and in each case with any person identified in question 12 above. [Attach additional pages if more space is needed]

The applicant is buying the business and leasing the
store from an unrelated party.

17. Has the individual making this application attached a fully completed and executed affidavit (see attachment B) verifying his or her legal presence in the U.S., and also presented as his or her identification an original of one of the following current and valid "secure and verifiable documents" under O.C.G.A. § 50-36-1: driver's license issued by one of the states or territories of the U.S. or Canada; U.S. or foreign passport; picture I.D. issued by one of the states or territories of the U.S.; U.S. Certificate of Citizenship or Naturalization; or U.S. Permanent Resident Card or Alien Registration Receipt Card? [] YES [] NO

18. Is there attached a fully completed and executed affidavit verifying compliance by the Applicant with the federal work authorization program? (see attachment C or D) [] YES [] NO

NOTE: The Applicant may be required to submit further information or documentation as requested by the County.

CERTIFICATION REGARDING APPLICATION

Personally, appeared before the undersigned officer duly authorized to administer oaths, the undersigned affiant, who after first being duly sworn, hereby affirms, says and certifies that he/she is the President of Gauri E EKA LLC is authorized to make and execute this application on behalf of the Applicant, and further hereby affirms, says and certifies as to each of the following:

I have read and understand the Lowndes County Alcoholic Beverage Ordinance and will ensure that all employees of the establishment for which licensure is sought will be familiar with the provisions and regulations of that Ordinance.

I will ensure that the establishment for which licensure is sought complies at all times with all applicable laws, rules and regulations of the United States, the State of Georgia and Lowndes County, now in force or which may hereafter be enacted as relates to the sale, distribution, or consumption of alcoholic beverages.

I understand that any license issued is valid for a period of one year, beginning January 1st and expiring December 31st, that no license shall be assignable or transferrable either to a new licensee or for another location, and that no portion of the license fee shall be refunded should the license be revoked during the license year or should the establishment close.

The information, documents and statements made or contained in this Application, or submitted as a part thereof or supplementary thereto is in each case accurate and complete. I further understand that making false or fraudulent statements and/or representations in or with respect to this Application may subject me to criminal and/or civil penalties including a fine and/or imprisonment.

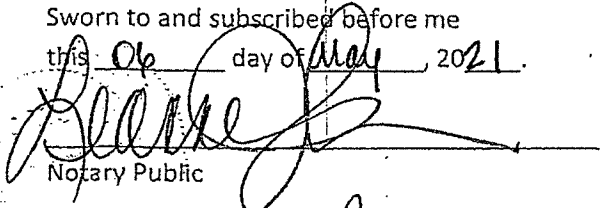
Submitted herewith is the sum of \$ 775.00 [must be a cashier's check, money order, other certified funds, or cash] which includes the license fee for the year, or partial year, plus the administration fee. I understand that, should the Application be denied, I will receive a refund for the license fee only and that the administration fee is non-refundable.

Paid. J.A.

Signature of Individual Making this Application

Date: 05-5-21

Sworn to and subscribed before me
this 06 day of May, 2021.


Notary Public

My commission expires: June 17, 2022

ATTACHMENT B

AFFIDAVIT OF COMPLIANCE WITH O.C.G.A. §50-36-1

By executing this affidavit under oath, as an Applicant for an alcoholic beverage license from the Lowndes County Board of Commissioners, the undersigned Applicant verifies one of the following with respect to my application:

- I am a citizen of the United States.
- I am a legal permanent resident of the United States.
- I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency. My alien number is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. §50-36-1, with this affidavit. Form of secure and verifiable document: GA Dr. Lic

In making the above representations under oath, I understand that any person who knowingly and willfully makes a false, fictitious or fraudulent statement, or representation in an affidavit may be guilty of a violation of O.C.G.A. §16-10-20 and face criminal penalties as allowed by such criminal statute.

Executed in Valdosta (city), GA (state).

Etalant

Signature of Applicant
Jayagauri

Printed Name of Applicant

Sworn to and subscribed before me this 06 day of May, 2021.

[Signature]

Notary Public

My commission expires: June 17, 2022

ATTACHMENT D

AFFIDAVIT OF PRIVATE EMPLOYER OF COMPLIANCE PURSUANT TO O.C.G.A. §36-60-6

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. §36-60-6, stating affirmatively that the individual, firm or corporation employs fewer than eleven employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-90.

Patel J.A
Signature of Exempt Private Employer

Gauri E Ekta LLC
Printed Name of Exempt Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 6th, 2021 in Valdosta (city), GA (state).

Patel J.A
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me this 06 day of May, 2021.

Leanne J
Notary Public

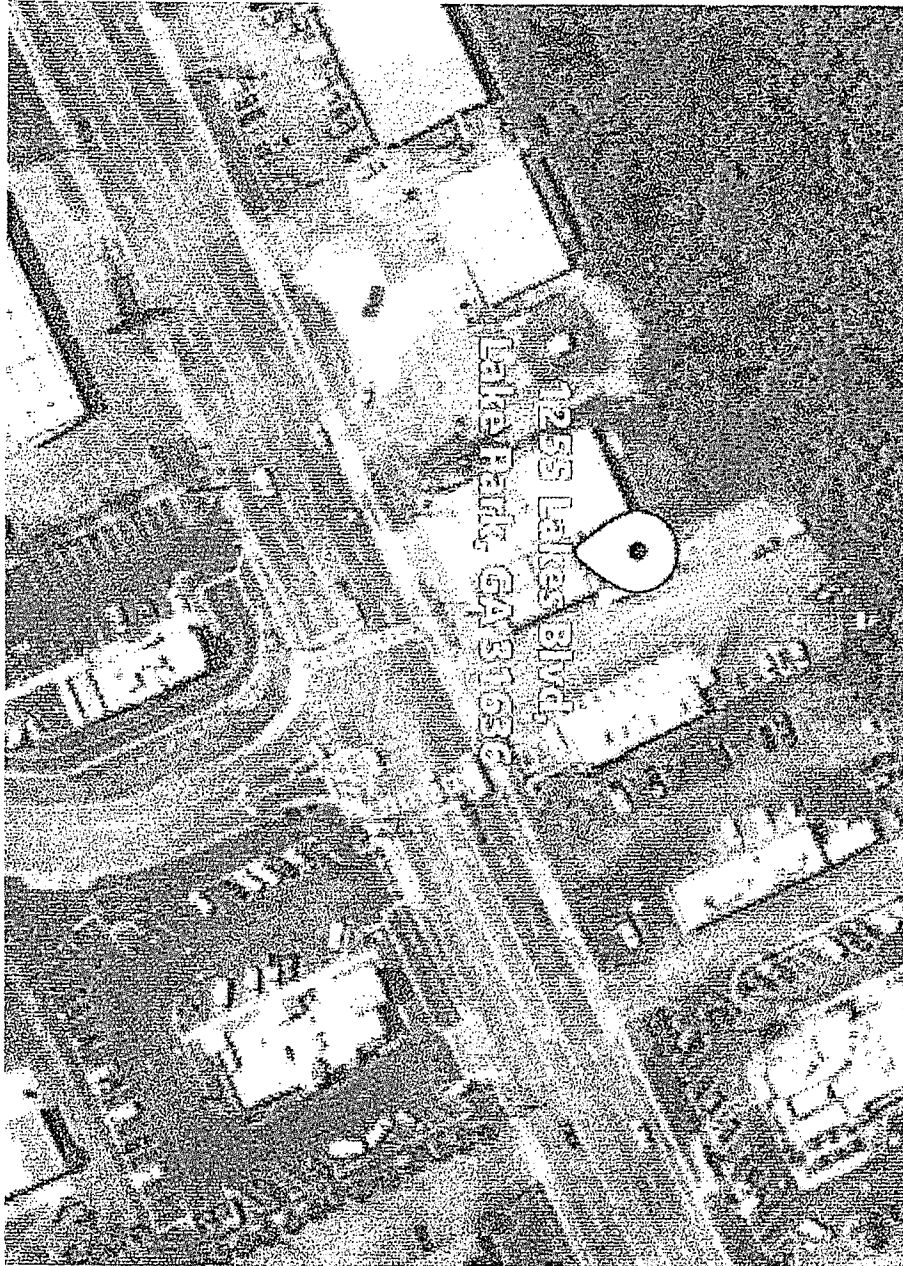
My commission expires: June 17, 2022

APPENDIX A

FEEES AND CHARGES

1. Alcoholic beverage licenses fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00
(b) Retail Dealer – Off Premises Consumption (Wine)	375. ⁰⁰ \$500.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverage without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00
(n) Wholesaler – Distilled Spirits without warehousing in Lowndes County	\$100.00
(o) Alcoholic Beverage Catering License	\$250.00
2. Event Permit (issued to alcoholic beverage caterer licensed by the County)	\$50.00
3. Event Permit (Issued to alcoholic beverage caterer licenses by a municipality or county in Georgia other than the County)	\$50.00
4. Administration Fee	\$150.00



Distance Check

Date: 6-7-2021

Establishment: Gauri and Ekta LLC

Address: 1255 Lakes Blvd Lake Park, Ga. 31636

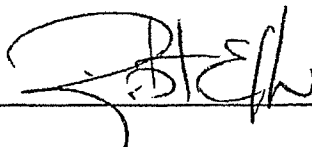
Nearest School: Francis Lake Baptist Church

Address: 5111 Springwater Dr. Distance: 2112'
Lake Park, Ga. 31636

Nearest Church: Francis Lake AME Church

Address: 905 Lakes Blvd. Distance: 1584'
Lake Park, Ga. 31636

Officer Assigned: Robert Ellis

Signature: 

Comments:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Office of the Governor Criminal Justice Coordinating Council
Accountability Court Lowndes County DUI Court Grant Award - State
Court

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$39,135

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: DUI Court Accountability Grant

HISTORY, FACTS AND ISSUES:

This award is made under the Accountability Courts State of Georgia grant program. The Lowndes County DUI Court has been awarded a grant by the Criminal Justice Coordinating Council for a total of **\$109,888**; with a 10% match requirement by the County in the amount of **\$12,210**. Lowndes County DUI Court is requesting a total **\$39,135** for the 2021-2022 grant period as the grant only pays for a portion of the salary and benefits of the surveillance officer's contract salary. Additionally, the grant is only covering a portion of the treatment costs incurred annually. The grant did not fund the random call in service for drug screens or the cost of translated documents. The Court requests that the shortfall be paid by the DATE funds that are generated from fines and fees collected by the State Court of Lowndes County. The authorizing Georgia Law code section O.C.G.A. 15-21-101(b)(3) states "Moneys collected pursuant to this article and placed in the "County Drug Abuse Treatment and Education Fund" shall be expended by the governing authority of the county for which the fund is established solely and exclusively (3) if an operating under the influence court division has been established in the county under Code Section 15-1-19, for the purposes of the operating under the influence court division." The Lowndes County DUI Court began operating in January 2017 and currently has a total of **29** active participants in the program and anticipate growing to 30 participants by the end of June 2021.

- OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve
Board's Pleasure

DEPARTMENT: State Court

DEPARTMENT HEAD: Judge Golden

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

CACJ FY22 Operating Grant Award

FY'22 Budget Detail Worksheet

Court Name Lowndes County DUI Court

Budget Worksheet Category	Line Item Approvals	Line Item Totals
Personnel	Coordinator	43,680.00
	Benefits	19,124.00
	Law Enforcement Officer	7,000.00
	Benefits	3,000.00
Contract Services	Treatment Provider Counselor	\$20,000
Drug Testing Supplies	Consummables Monitoring Equipment Confirmation Testing Onsite Devices	\$10,000
Supplies /Other Costs	Reconnect	0.00
	Translated documents	0.00
Equipment		\$0
In State Training and Travel	CACJ Annual Conference (3 in-person attendees)	2,084.00
Transportation Funding	Public Transportation	5,000.00
Total Budget Request:		\$109,888

Match: \$12,210

CACJ Funding Committee Notes:

Total Budget:\$122,098

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Echols County 9-1-1 Agreement

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Echols County 9-1-1 Agreement

HISTORY, FACTS AND ISSUES: Echols County has asked Lowndes County to provide 9-1-1 call-answering and emergency dispatching services in accordance with the attached agreement.

OPTIONS: 1. Approve and authorize the Chairman to sign the attached agreement.
2. Redirect

RECOMMENDED ACTION: Approve

DEPARTMENT: E911

DEPARTMENT HEAD: Danny Weeks

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

AGREEMENT
TO PROVIDE 9-1-1 CALL ANSWERING AND EMERGENCY DISPATCHING SERVICES

This Agreement is made and entered into effective July 1, 2021, by and between Lowndes County, a political subdivision of the state of Georgia, and Echols County, a political subdivision of the State of Georgia (individually a “Party” and collectively “the Parties”);

WITNESSETH:

WHEREAS, Lowndes County owns and operates a 9-1-1 center (the “9-1-1 Center”) from which Lowndes County provides 9-1-1 call-answering and emergency dispatching services; and

WHEREAS, Echols County desires Lowndes County to answer 9-1-1 telephone calls made from within Echols County routed to the 9-1-1 Center and to provide emergency dispatching services for the Echols County Sheriff, the Echols County Volunteer Fire Department, and the Hospital Authority of Valdosta and Lowndes County (the “Agencies”) related to providing, respectively and as applicable, law enforcement services, fire protection and emergency rescue services, and emergency medical services (“Emergency Services”) in Echols County;

NOW THEREFORE, in consideration of the mutual obligations, promises, and covenants set forth herein, the Parties agree as follows:

1. Echols County shall cause 9-1-1 telephone calls made from within Echols County to be routed to the 9-1-1 Center.
2. Lowndes County will answer 9-1-1 telephone calls made from within Echols County routed to the 9-1-1 Center and provide emergency dispatch services to the Agencies related to Emergency Services the Agencies provide in Echols County (collectively the “Services”).
3. Lowndes County will provide the Services from the 9-1-1 Center.
4. Lowndes County will provide the Services in accordance with all applicable laws, rules, and regulations.
5. Lowndes County will provide the Services twenty-four (24) hours a day, seven (7) days a week, all days each year.
6. Lowndes County will provide the Services in the same manner that Lowndes County provides other 9-1-1 call-answering and emergency dispatching services from the 9-1-1 Center.
7. Lowndes County will integrate the provision of emergency dispatching services pursuant to this Agreement with the provision of other emergency dispatching services Lowndes County provides from the 9-1-1 Center.
8. Lowndes County will prioritize all emergency dispatching services it provides from the 9-1-1 Center based on the severity of the emergencies and the availability of applicable emergency service providers.
9. Lowndes County will give emergency dispatching services provided pursuant to this Agreement no less but no more priority than other emergency dispatching services Lowndes County provides from the 9-1-1 Center.

10. Lowndes County shall not be responsible to provide or maintain radios and other equipment necessary or convenient for or utilized by the Agencies to receive transmissions from the 9-1-1 Center. The Agencies shall provide and maintain all radios and other equipment necessary or convenient for or utilized by the Agencies to receive transmissions from the 9-1-1 Center.

11. Lowndes County will retain all interest in and title to all equipment and furnishings presently located in the 9-1-1 Center and any future acquired equipment and furnishings used therein including equipment and furnishings acquired for purposes of providing the Services pursuant to this Agreement.

12. Echols County will have sole and exclusive responsibility for mapping, road naming, road signs, and addressing within Echols County necessary or convenient for Lowndes County to provide the Services pursuant to this Agreement.

13. Echols County will provide updated maps compatible with the Southern Georgia Regional Commission Geographic Information System for inclusion in Lowndes County's computer aided dispatch system.

14. Echols County shall impose the maximum allowed 9-1-1 charge, wireless enhanced 9-1-1 charge, and prepaid wireless 9-1-1 charge authorized by the Georgia Emergency Telephone Number 9-1-1 Service Act of 1977, OCGA 46-5-102 *et seq.* (the "9-1-1 Charges").

15. In consideration of Lowndes County's providing the Services, Echols County shall pay to Lowndes County the 9-1-1 Charges Echols County receives during the term of this Agreement within seven (7) days of receipt by Echols County.

16. Lowndes County will pay all costs of operating the 9-1-1 Center associated with providing the Services.

17. Lowndes County shall have full supervisory control over and responsibility for operating and maintaining the 9-1-1 Center.

18. All personnel in the 9-1-1 Center shall be employees of Lowndes County. Lowndes County shall have full authority over all personnel employed in the 9-1-1 Center. Lowndes County shall have the sole discretion to determine how many employees are needed to operate the 9-1-1 Center and to provide the Services.

19. Lowndes County shall not be responsible for (a) any 9-1-1 telephone call made from within Echols County not being routed to the 9-1-1 Center or (b) any delay in any 9-1-1 telephone call made from within Echols County being routed to the 9-1-1 Center.

20. Echols County shall maintain liability insurance in the minimum amount of \$1,000,000 with an endorsement adding Lowndes County and its officials, agents, and employees as additional insureds for any claims arising out of the performance of this Agreement. The endorsement shall specifically state that it affords primary coverage, and any insurance maintained by Lowndes County shall be considered excess to the liability insurance Echols County is required to maintain under this Agreement. Echols County shall provide Lowndes County with a certificate of insurance or other acceptable evidence that the insurance required by this Agreement is in force.

21. Echols County shall indemnify, defend, and hold harmless Lowndes County and its officials, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and reasonable attorney's fees resulting in any way from Lowndes County's performance of this Agreement to the extent not covered by the liability insurance maintained

by Echols County pursuant to this Agreement; provided, however, that should it be determined by a final judgment in a court of competent jurisdiction that Lowndes County is solely liable to another party or parties without any joint, comparative, and/or apportioned liability on the part of Echols County or its officials, agents, or employees, then Echols County shall not be required to indemnify Lowndes County for any portion of the judgment amount that exceeds the limits of liability insurance maintained by Echols County pursuant to this Agreement, and Lowndes County shall reimburse Echols County for all sums reasonably expended by Echols County in defending against any such judgment.

22. Nothing in this Agreement shall be in any way construed as a waiver of any sovereign, official, or governmental immunity of either Party, or any of their officials, agents, or employees.

23. The initial term of this Agreement shall be for a period of one (1) year beginning July 1, 2021, and ending June 30, 2022. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party gives written notice to the other of an intent not to renew at least one hundred eighty (180) days prior to the expiration of the then-current term, provided however, the Agreement shall not exceed fifty (50) years from July 1, 2021.

24. During and within the initial term, or any successive one (1) year term, this Agreement may not be terminated by either Party without cause.

25. In the event that either Party breaches any portion of this Agreement and fails to cure said breach within sixty (60) days of receipt of written notice thereof, the non-breaching Party may thereafter terminate this Agreement by providing written notice thereof to the breaching Party.

26. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if sent via certified or registered U.S. Mail to the following addresses:

If to Lowndes County: County Manager
 Lowndes County Board of Commissioners
 327 North Ashley Street
 Valdosta, GA 31602

If to Echols County: County Administrator
 Echols County Board of Commissioners
 110 General DeLoach Street
 Statenville, GA 31648

27. Lowndes County will not disclose records it maintains for the purpose of providing the Services except as required by (a) the Georgia Open Records Act, OCGA § 50-18-70 *et seq.*, (b) other applicable by law, (c) subpoena, or (c) court order.

28. Neither Party shall be responsible for a failure to perform under this Agreement due to events, circumstances, or acts of third parties beyond such Party's reasonable control, including acts of God, acts of public enemies, acts of other governmental entities, telecommunications or other utility disruptions, strikes or other labor disruptions, hurricanes, earthquakes, fires, floods, epidemics, embargos, wars, riots, and other similar events, circumstances, or acts of third parties.

29. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified, if possible to fulfill the intent of the Parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and

each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

30. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

31. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement.

32. No change, amendment, termination, or attempted waiver of any of the provisions hereof shall be binding upon the other Party unless reduced to writing and signed by both Parties.

33. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Party.

IN WITNESS WHEREOF, the Chairman and Clerk of each Party have set their hands.


LOWNDES COUNTY

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Clerk

ECHOLS COUNTY

By:  _____
Bobby Walker, Chairman

Attest:  _____
Latrice Bennett, Clerk

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Whitewater Lift Station Control Panel Emergency Repair

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$53,140.00

FUNDING SOURCE:

- Annual
- Capital
- GEFA
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Whitewater Lift Station Control Panel Emergency Repair

HISTORY, FACTS AND ISSUES: The Whitewater lift station is a triplex station on our main trunk line going to the LAS. The control panel and related components have deteriorated beyond repair due to the sewer gases coming from the station. Staff has deemed this to be an emergency repair to prevent a catastrophic failure. The control panel is located directly beside the wet well in close proximity to the sewer gases. Staff has received three quotes to rebuild and relocate the control panel and associated components. Cowart Electric submitted the low quote for \$53,140.00. Staff recommends approval for Cowart Electric to make the necessary repairs to the Whitewater lift station control panel for \$53,140.00.

OPTIONS: 1. Approve emergency repairs to the Whitewater lift station control panel.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

PROPOSAL

COWART ELECTRIC & INDUSTRIAL CONTRACTORS, INC
 PO BOX 2345
 VALDOSTA, GA 31604
 229-241-1685/ FAX: 229-245-8438

SUBMITTED TO: Lowndes Co Utilities	DATE: 06/10/21
ADDRESS:	PHONE/FAX
CITY, STATE, ZIP: Valdosta, GA	ATTENTION: Steve Stalvey

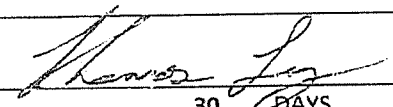
COWART ELECTRIC & INDUSTRIAL CONTRACTORS, INC IS PLEASED TO PROPOSE THE FOLLOWING:

Site: Lowndes County White Water Rd. Lift Station (Emergency)

- 1) Remove the existing electrical system to relocate the control panel, and ATS away from lift station to help prevent damages caused by the gas.
- 2) Replace existing main on pole due to it being rusted out. Door for main is rusted and falls off. New main quoted to be 225 amp and in a stainless steel enclosure.
- 3) Rewire control panel with all new wiring, we are going to try and re-use the breakers and some of the other components in the panel, if they are found bad it will be reported to Lowndes Co. Utilities to purchase new and we will install.
- 4) New Soft Starts for all three pumps will be installed inside the relocated pump control panel as well as new US Breaker Brand bypass contactors.
- 5) Transfer Switch will receive new components inside existing enclosure. Components will be rated at 225 amp. Existing enclosure is stainless steel and in good shape.
- 6) Install new conduit and wire throughout entire lift station due to rust.
- 7) Pump Motor termination box will be relocated next to lift station with new components that will be provided by Lowndes County.
- 8) New concrete pad poured by Cowart Electric for the relocated panels along the south side of the fence.
- 9) Bust up and remove old concrete foundation that the panels were mounted to.

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR IN ACCORDANCE TO THE ABOVE SPECIFICATIONS FOR THE SUM OF:	\$ 53,140.00
---	---------------------

PAYMENT TO BE MADE AS FOLLOWS: *Net Terms 30 Days*

All material is guaranteed to be as specified. All work is to be completely in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon written change order only and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workers compensation insurance.	AUTHORIZED SIGNATURE:  PROPOSAL VALID FOR: 30 DAYS AUTHORIZED SIGNATURE:
--	---

Acceptance of Proposal: The above specifications, prices and conditions are acceptable. I hereby authorize all work as specified. Payment to be remitted as outlined above.	DATE AUTHORIZED:
--	------------------



Phone (229) 244-1967

Fax (229) 247-3245

119 Blanchard Street • Valdosta, Georgia 31601
www.rpiunderground.com

Bid / Quote

June 10, 2021
Attn: Steve Stalvey
Re: White Water Lift Station Tri Plex Control Panel Upgrades/Relocation

Steve,

We are pleased to offer our bid/quote on the above reference in accordance with the quote request and Lowndes County standards and specs as they pertain to our scope of work and as follows.

Items Included:

- 1) Remove and relocate existing electrical system
- 2) Replace existing main on pole with 225 amp main within stainless enclosure
- 3) Replace wiring within control panel with new wire attempting to use existing breakers and other components within existing panel
- 4) Provide and install 3 new soft starts
- 5) Provide and install new us breaker bypass contactors
- 6) Provide and replace components within existing transfer switch
- 7) Provide and install new conduits to accommodate relocated control panel
- 8) Relocate motor termination box next to lift station
- 9) Install new components within relocated motor termination box (provided by Lowndes County)
- 10) Remove existing concrete and place new concrete within area of relocated control panel

TOTAL BID: \$ 54,971.80

Items Excluded:

- 1) Replacement of existing breakers (labor only if breakers and components are found bad)

Thank you for this opportunity to quote this project with you! If you have any questions, please feel free to call me at the above number.

Sincerely,
Kenneth Thatcher
Kenneth Thatcher
President

*Underground Utility Contractor License # GA UC302394
Underground Utility Contractor License # FL CUC1225469*

Davis Industrial Electric, Inc.

PO Box 1568
1051 E Cypress St
Valdosta, GA 31603
Phone (229)242-8242
Fax (229)241-0870
Email _dielectric3@bellsouth.net



6-9-2021

Lowndes County Utilities Department
Valdosta, Ga

Attn: Steve Stalvey

Proposal

Lowndes County White Water Rd. Lift Station

Make needed repairs to existing pump control panel. Panel to be rewired. New bypass contactors and soft starts. Pump panel to be relocated against south fence as well as ATS. New main disconnect nema 4x and ATS components. Remove concrete at old panel location.

Total: \$59,450.00

Terms of payment 30 days

Respectfully Submitted,

Sally Davis

 *Davis Industrial Electric, Inc*

Phone-229-242-8242

Fax-229-241-0870

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bemiss Low Pressure Sewer Main Replacement Change Order

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$33,989.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bemiss Low Pressure Sewer Main Replacement Change Order

HISTORY, FACTS AND ISSUES: The Bemiss Low Pressure Sewer Main Replacement project was awarded to RPI at the January 12th commission meeting. Part of the project involves replacing a section of piping under the Cater Parrott railroad at Bemiss Knights Academy road. The new pipe will not fit in the existing casing and will require a new casing to be jack & bored under the railroad. RPI submitted a change order for \$33,989.00 to provide additional materials and labor to make the necessary changes. Staff recommends approving the change order submitted by RPI for \$33,989.00.

OPTIONS: 1. Approve Bemiss Low Pressure Sewer Main Replacement Change Order.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



Phone (229) 244-1967

Fax (229) 247-3245

119 Blanchard Street • Valdosta, Georgia 31601
www.rpiunderground.com

Change Order

June 9, 2021
Attn: Steve Stalvey
Re: Bemiss Low Pressure Sewer Main Replacement

Steve,

We have the hdpe and 12 inch casing/casing spacer numbers. With the 140 lf 12 inch steel casing installed by jack-n-bore, flagger, additional 200 lf 8 inch dr 11 hdpe in leu of 6 inch, upsizing the valves and fitting for future connection, additional costs will be \$33,989.00. Call me with any questions or clarifications. Thanks

TOTAL: \$ 33,989.00

If you have any questions, please feel free to call me at the above number.

Sincerely,

Kenneth Thatcher

Kenneth Thatcher
President

*Underground Utility Contractor License # GA UC302394
Underground Utility Contractor License # FL CUC1225469*

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: GEFA Loan - Sewer System Rehabilitation Project

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: NA

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: GEFA Loan Sewer System Rehabilitation Project

HISTORY, FACTS AND ISSUES: GEFA approved our loan application for a Clean Water State Revolving Fund loan for \$2,500,000.00. This project involves the rehabilitation of the sewer collection system and related appurtenances. The loan agreement is attached along with the promissory note and resolution as exhibits to the loan agreement. Staff recommends the loan agreement be approved and authorize the Chairman to sign the loan agreement, resolution, and promissory note.

OPTIONS: 1. Approve the loan agreement and authorize the Chairman to sign the loan agreement, resolution, and promissory note.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Georgia Environmental Finance Authority

Brian P. Kemp Kevin Clark
Governor Executive Director



May 11, 2021

Mr. Steve Stalvey
Director of Utilities
Lowndes County Board of Commissioners
327 N Ashley St
Valdosta, GA 31601

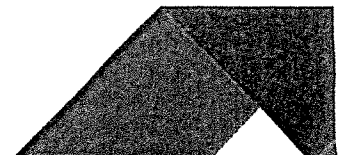
Re: Lowndes County Board of Commissioners – Loan

Dear Mr. Stalvey:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Clean Water State Revolving Fund loan in the amount of \$2,500,000 on May 11, 2021. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

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

1. Principal Forgiveness Funding. If you have received principal forgiveness funding from GEFA, you should take note of the following unique aspects of your documents:
 - a. GEFA may award your project principal forgiveness in the amount of \$625,000, if all loan funds are drawn.
 - b. The body of the loan agreement and the promissory note specify the full loan amount approved by the GEFA board, not including principal forgiveness. The level of applicable principal forgiveness for your loan is specified in Exhibit D.
 - c. The 8038-G and Tax Certificate specify only the "unforgiven" portion (full amount minus principal forgiveness) of the loan, assuming the full value of the loan is disbursed.
2. Origination Fee. The origination fee is payable in one payment of \$25,000 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.



3. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
4. Federal Requirements. Carefully review with your engineer, consultants and counsel as necessary the federal requirements listed in Exhibit D of the loan agreement.
5. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
6. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$8,732.21 per month throughout the life of repayment.
7. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1061 or deldridge@gefa.ga.gov.

Sincerely,



Dana Eldridge
Project Manager

Enclosures

cc: Charlie Tucker, Carter & Sloope Inc. (w/o enclosures)

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

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

and

LOWNDES COUNTY BOARD OF COMMISSIONERS

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

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated _____, 20____, by and between **LOWNDES COUNTY BOARD OF COMMISSIONERS**, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **327 N ASHLEY ST, VALDOSTA, GA 31601**, and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000)** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

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

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **MAY 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$2,500,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

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

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

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount

equal to the maximum amount of the Loan as described above (the “**Note**,” which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

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

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

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

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

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

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

6. **Authorized Borrower Representative and Successors** - The Borrower shall designate a person to act on behalf of the Borrower under this Agreement (the “**Authorized Borrower Representative**”) by written certificate furnished to the Lender, containing the specimen signature of such person and signed on behalf of the Borrower by its chief executive officer. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates. In the event that any person so designated and his alternate or alternates, if any, should become unavailable

or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

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

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

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

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

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

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

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

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

(h) There shall be filed with the Lender:

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

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

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

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

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

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

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

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

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

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to

which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

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

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

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

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur

indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

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

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

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

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

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby

incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

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

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

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

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

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

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

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

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

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

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

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

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

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

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

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

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

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

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

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

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

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

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

(9) The dissolution of the Borrower; or

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

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

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

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

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

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

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

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

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

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

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

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

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 11, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

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

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

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

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

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

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

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

LOWNDES COUNTY BOARD OF COMMISSIONERS

Approved as to form:

Signature: _____

By: _____

Print Name: _____

Borrower's Attorney

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

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

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

This project will rehabilitate the sewer collection system and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

ITEM	TOTAL	CWSRF
Construction	\$2,137,000	\$2,137,000
Contingency	106,600	106,600
Engineering & Inspection	256,400	256,400
Administrative/Legal	-	-
TOTAL	\$2,500,000	\$2,500,000

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

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

ACTION	DATE
Plans & Specs Submitted to EPD	JULY 2021
Bid Opening	SEPTEMBER 2021
Notice to Proceed	NOVEMBER 2021
Completion of Construction	JANUARY 2023

SPECIMEN PROMISSORY NOTE

\$2,500,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "**Borrower**") promises to pay to the order of the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "**Lender**") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ONE AND 13/100 (1.13%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **MAY 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20** years from the Amortization Commencement Date (the "**Maturity Date**").

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

Loan Number:

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

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

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

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

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

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

STATE REQUIREMENTS

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

None.

FEDERAL REQUIREMENTS

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Forgiveness of Debt Service. In accordance with the Appropriations language, the Lender agrees to forgive **\$625,000** of this Loan, if all funds are drawn.

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

10. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608) unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.
11. The Borrower will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Clean Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, the development of a Fiscal Sustainability Plan (FSP) (section 603(d)(1)(E)) for the Project (as described in Exhibit A). The Borrower has either certified that the FSP has been developed and is being implemented for the portion of the treatment works in the Project or the Borrower has certified that an FSP will be developed and implemented for the portion of the treatment works in the Project prior to the final disbursement of funds, unless the Lender has otherwise advised the Borrower in writing that the development and implementation of an FSP is not applicable to the Project.
12. The Borrower will comply with all record keeping and reporting requirements under the Clean Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each

contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."
14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

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

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

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

FINANCIAL COVENANTS

Recipient: **LOWNDES COUNTY BOARD OF COMMISSIONERS**

None.

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorney's Letterhead)

DATE

Clean Water State Revolving Fund, Administered by
Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **LOWNDES COUNTY BOARD OF COMMISSIONERS** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project _____ between the Borrower and the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

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

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

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

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

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

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

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

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

Very truly yours,

Signature

Printed Name

Date

**EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY**

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

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

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **\$2,500,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

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

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

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

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

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

Dated: _____

Secretary/Clerk

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: GEFA Loan - Lake Park Bellville Road Utility Relocation

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: NA

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: GEFA Loan - Lake Park Bellville Road Utility Relocation

HISTORY, FACTS AND ISSUES: GEFA approved our loan application for a Georgia Fund loan for 1,904,500.00. This project involves the relocation of water and sewer mains and related appurtenances in conjunction with the GDOT widening of Lake Park Bellville Road. The loan agreement is attached along with the promissory note and resolution as exhibits to the loan agreement. Staff recommends the loan agreement be approved and authorize the Chairman to sign the loan agreement, resolution, and promissory note.

OPTIONS: 1. Approve the loan agreement and authorize the Chairman to sign the loan agreement, resolution, and promissory note.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Utilities

DEPARTMENT HEAD: Steve Stalvey

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

Georgia Environmental Finance Authority



Brian P. Kemp Kevin Clark
Governor Executive Director

May 11, 2021

Mr. Steve Stalvey
Director of Utilities
Lowndes County Board of Commissioners
327 N Ashley St
Valdosta, GA 31645

Re: Lowndes County Board of Commissioners – Loan

Dear Mr. Stalvey:

The board of directors of the Georgia Environmental Finance Authority (GEFA) approved your loan application for a Georgia Fund loan in the amount of \$1,904,500 on May 11, 2021. GEFA looks forward to working with you on this loan. Enclosed is a checklist to assist you in executing the loan agreement.

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

1. Origination Fee. The origination fee is payable in one payment of \$19,045 by the 15th day of the second month following the date that GEFA executes the loan agreement. An electronic bill will be sent prior to the payment being debited from the bank account indicated on the ACH debit agreement.
2. Loan Continuation Fee. Section 4(c) of the loan agreement states that in the event the Borrower fails to draw funds within six months of loan agreement execution, GEFA will assess a Loan Continuation Fee as published in the Lender Fee Schedule, which is available on GEFA's website. The Loan Continuation Fee will be assessed every month thereafter until the Borrower makes an initial draw of funds from the loan for the project or reverts the loan commitment.
3. Construction Interest. Interest accrued on funds drawn during construction will be billed and collected monthly during construction by use of electronic debit transactions. Construction interest will be charged and collected monthly only on the outstanding balance of funds disbursed to date.
4. Amortization Schedule. The monthly installment amount is not provided within the loan documents because the Borrower may drawdown less than the entire loan amount. As a courtesy to our customers, GEFA provides an estimated installment amount based on information provided within the loan documents. If the full amount of funds indicated in the loan documents is disbursed to the project and all requirements for this project are met, the installment amount will be approximately \$16,290.50 per month throughout the life of repayment.



5. Future Audits and Financial Compliance. Within six months after the end of each fiscal year, the Borrower will deliver to GEFA a copy of the Borrower's financial statements as required under the state audit requirements (O.C.G.A. Section 36-81-7) and a compliance certificate stating the Borrower is meeting the 1.05 times debt service coverage ratio, as detailed in the Loan Agreement. The loan agreement includes a full faith and credit pledge supporting this obligation.

If you have any questions, please contact me at 404-584-1061 or deldridge@gefa.ga.gov.

Sincerely,

A handwritten signature in cursive script that reads "Dana Eldridge".

Dana Eldridge
Project Manager

Enclosures

cc: Mr. Clayton Milligan, Lovell Engineering Associates (w/o enclosures)

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

and

LOWNDES COUNTY BOARD OF COMMISSIONERS
(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated _____, 20____, by and between **LOWNDES COUNTY BOARD OF COMMISSIONERS**, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **327 N ASHLEY ST, VALDOSTA, GA 31645**, and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **ONE MILLION NINE HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$1,904,500)** from the **GEORGIA FUND** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

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

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **NOVEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$1,904,500** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

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

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

3. **Note** - The Loan shall be evidenced by the Promissory Note, dated this date, executed by the Borrower in favor of the Lender in an original stated principal amount equal to the maximum amount of the Loan as described above (the "**Note**," which term shall include any extensions, renewals, modifications, or replacements thereof). The Note shall be in substantially the form attached to this Agreement as Exhibit B.

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

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

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

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

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

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

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

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

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

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

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

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

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

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

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

(h) There shall be filed with the Lender:

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

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

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

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

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

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

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

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

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

(c) Credit Documents are Legal and Authorized. The execution and delivery by the Borrower of the Credit Documents, the consummation of the transactions therein contemplated, and the fulfillment of or the compliance with all of the provisions thereof (i) are within the power, legal right, and authority of the Borrower; (ii) are legal and will not conflict with or constitute on the part of the Borrower a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to

which the Borrower is a party or by which the Borrower or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Borrower or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the governing body of the Borrower. The Credit Documents are the valid, legal, binding, and enforceable obligations of the Borrower. The officials of the Borrower executing the Credit Documents are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Borrower.

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

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

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

(g) Restrictions on the Borrower. The Borrower is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise), except as disclosed in writing to the Lender. The Borrower is not a party to any contract or agreement that restricts the right or ability of the Borrower to incur

indebtedness for borrowed money or to enter into loan agreements, except as disclosed in writing to the Lender. Any contract or agreement of the Borrower that pledges the revenues of the Borrower permits such pledged revenues to be used to make payments due under the Credit Documents.

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

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

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

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

(l) Borrower's Tax Certificate. The representations and warranties of the Borrower set forth in the Borrower's Tax Certificate, dated the date hereof, are hereby

incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

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

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or corporate limits of the Borrower, as now existent and as the same may hereafter be extended, at such rate or rates, within any limitations that may be prescribed by law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Borrower's obligations under the Credit Documents, from which revenues the Borrower agrees to appropriate sums sufficient to pay in full when due all of the Borrower's obligations under the Credit Documents. Nothing herein contained, however, shall be construed as limiting the right of the Borrower to make the payments called for by the Credit Documents out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds or enterprise funds).

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

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

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

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by the Borrower and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Borrower may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and the EPD. The Borrower agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, the Borrower shall commence and

complete each activity or event by the deadline stated in the Project Schedule included as part of Exhibit A attached hereto. The Borrower shall comply with the bidding and preconstruction requirements set forth in Exhibit C attached hereto.

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

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

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

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

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

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

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

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

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

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

(2) The Borrower shall (A) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of the Borrower or of all or a substantial part of the property of the Borrower; (B) admit in writing the inability of the Borrower, or be generally unable, to pay the debts of the Borrower as such debts become due; (C) make a general assignment for the benefit of the creditors of the Borrower; (D) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (E) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (F) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under such federal bankruptcy law; or (G) take any action for the purpose of effecting any of the foregoing; or

(3) A proceeding or case shall be commenced, without the application of the Borrower, in any court of competent jurisdiction, seeking (A) the liquidation,

reorganization, dissolution, winding-up, or composition or readjustment of debts of the Borrower; (B) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Borrower or of all or any substantial part of the assets of the Borrower; or (C) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed, or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and continue in effect, for a period of sixty (60) days from commencement of such proceeding or case or the date of such order, judgment, or decree, or any order for relief against the Borrower shall be entered in an involuntary case or proceeding under the federal bankruptcy law; or

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

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

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

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

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

(9) The dissolution of the Borrower; or

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

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

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

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

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

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

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

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

(c) The Borrower hereby agrees that the Lender may sell or offer to sell the Credit Documents (i) through a certificate of participation program, whereby two or more interests are created in the Credit Documents or the payments thereunder or (ii) with other

similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity.

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

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

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

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 11, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

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

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

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

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

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

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

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

LOWNDES COUNTY BOARD OF COMMISSIONERS

Approved as to form:

By: _____
Borrower's Attorney

Signature: _____

Print Name: _____

Title: _____

(SEAL)

Attest Signature: _____

Print Name: _____

Title: _____

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Signature: _____

Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

This project will install water and sewer main and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

ITEM	TOTAL	GA FUND
Construction	\$1,656,000	\$1,656,000
Contingency	165,700	165,700
Engineering/Inspection	-	-
Administrative/Legal	82,800	82,800
TOTAL	\$1,904,500	\$1,904,500

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

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

ACTION	DATE
Plans & Specs Submitted to EPD	FEBRUARY 2021
Bid Opening	JUNE 2021
Notice to Proceed	JUNE 2021
Completion of Construction	JULY 2024

SPECIMEN PROMISSORY NOTE

\$1,904,500

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **ONE MILLION NINE HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$1,904,500)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 52/100 PERCENT (0.52%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **NOVEMBER 1, 2024**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**). Principal of and interest on this Note shall be payable in **ONE HUNDRED NINETEEN (119)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **10** years from the Amortization Commencement Date (the **"Maturity Date"**).

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

"Installment Amount" means the amount equal to the monthly installment of principal and interest required to fully amortize the then outstanding principal balance of this Note as of the Amortization Commencement Date at the rate of interest on this Note,

on the basis of level monthly debt service payments from the Amortization Commencement Date to and including the Maturity Date.

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

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

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

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

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

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

Time is of the essence of this Note. Demand, presentment, notice, notice of demand, notice for payment, protest, and notice of dishonor are hereby waived by each and every maker, guarantor, surety, and other person or entity primarily or secondarily

liable on this Note. The Lender shall not be deemed to waive any of its rights under this Note unless such waiver be in writing and signed by the Lender. No delay or omission by the Lender in exercising any of its rights under this Note shall operate as a waiver of such rights, and a waiver in writing on one occasion shall not be construed as a consent to or a waiver of any right or remedy on any future occasion.

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

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

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

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS

By: SPECIMEN
Name:
Title:

Approved as to form:

Attest:

By: SPECIMEN
Borrower's Attorney

By: SPECIMEN
Name:
Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

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

- X. Prior to disbursement of funds, the Borrower shall provide the Lender with copies of the following, except as provided in section XIV below:
- A. Proof of advertising;
 - B. Certified detailed bid tabulation;
 - C. Engineer's award recommendation;
 - D. Governing body's award resolution;
 - E. Executed contract documents, including plans and specifications;
 - F. Construction and payment schedules;
 - G. Notice to proceed;
 - H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to the Borrower by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
 - I. Summary of plans for on-site quality control to be provided by the Borrower or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.
- XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.
- XII. If the Borrower wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to the Lender that specific requirements be waived. Based on specific circumstances of the request, the Lender may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.
- XIII. Borrower is required to notify the Lender at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from the Lender may participate.
- XIV. Public works construction contracts necessitated by an emergency shall be performed in accordance with O.C.G.A. Section 36-91-22 (e). The Borrower shall provide to the Lender a ratification detailing the nature of the emergency.

STATE REQUIREMENTS

Recipient: **LOWNDES COUNTY BOARD OF COMMISSIONERS**

None.

FEDERAL REQUIREMENTS

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

None.

FINANCIAL COVENANTS

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

None.

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

DATE

Georgia Environmental Finance Authority
233 Peachtree St, NE
Harris Tower, Ste 900
Atlanta, GA 30303-1506

Ladies and Gentlemen:

As counsel for the **LOWNDES COUNTY BOARD OF COMMISSIONERS** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project _____ between the Borrower and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

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

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

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

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

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

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

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

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

Very truly yours,

Signature

Printed Name

Date

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: LOWNDES COUNTY BOARD OF COMMISSIONERS

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

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed \$1,904,500 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

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

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

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

(Signature of Person to Execute Documents)

(Print Title)

(Signature of Person to Attest Documents)

(Print Title)

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

Dated: _____

Secretary/Clerk

(SEAL)

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Accountability Court Adult Drug Court Program
- Grant (Cash Match)

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$23,557.16

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Lowndes County Accountability Court Adult Drug Court Program - Grant
(County Match)

HISTORY, FACTS AND ISSUES: LCAC is funded through a reimbursable state grant. To receive funding through this grant, the court is asking for a cash match amount of \$23,557.16 (approx. \$370.00 +/- than FY 21).

All other monies expended by the Board of Commissioners on the Court's behalf are reimbursable and said payments are received by the County each quarter.

Thanks for the continued support over the years.

OPTIONS: 1. Approval of continued funding and cash match as requested.
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Accountability Court

DEPARTMENT HEAD: Jennifer Fabbri

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

ACTUAL FY 22

LCAC Budget

Category	Amount	
COORDINATOR SALARY	214-518-52240	\$59,075.66
TRAINING	214-518-52240	\$1,704.00
DRUG TESTING KITS/REAGENTS	214-518-52240	\$27,993.50
RECONNECT	214-518-52240	\$4,387.00
COURT Case Manager - Contractor	214-518-52240	\$30,000.00
SURVEILLANCE OFFICER- Contractor	214-518-52240	\$6,000.00
COURT REPORTER	214-518-52240	\$4,800.00
TREATMENT SERVICES	214-518-52240	\$79,470.00
TOTAL BUDGET FY 22		\$208,630.16

GRANT FUNDS AMOUNT



\$185,073.00

COURT REPORTER

\$4,800.00

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Juvenile Accountability Court - Drug Court
Program - Grant (Cash Match)

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$10,000

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Lowndes County Juvenile Accountability Court Grant

HISTORY, FACTS AND ISSUES: Lowndes County now has the only juvenile drug court in southwest Georgia. It is funded through a reimbursable State Grant. To receive funding through said grant, LCJAC must secure a cash match from Lowndes County. The requested cash match for FY22 is \$10,000.00.

All other monies expended by the Board of Commissioners on the Court's behalf are reimbursable and said payments are received by the County each quarter.

As always - a huge thank you to Lowndes County for allowing us to get this new program up and running.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Accountability Court

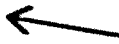
DEPARTMENT HEAD: Judge Tunison

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

ACTUAL FY 22
LOWNDES CO JUV ACCT COURT
 (LC/JAC)

Category	Amount
COORDINATOR SALARY	\$10,000.00
TRAINING	\$1,704.00
DRUG TESTING SUPPLIES	\$5,000.00
FIELD SUPERVISION	\$6,000.00
JUDGE	\$25,000.00
TREATMENT SERVICES	\$30,000.00
TRANSPORTATION	\$3,000.00
TOTAL BUDGET FY 22	\$80,704.00

GRANT FUNDS AMOUNT \$45,704.00
 JUDGE SALARY \$25,000.00



LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Compute and Storage for South Lowndes Data Center

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$48,307.21

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Compute and Storage for South Lowndes Data Center

HISTORY, FACTS AND ISSUES: Presented is the cost associated with replacing the compute and storage that was removed at the South Lowndes Data Center to accommodate the public safety project. The goal was to replace the compute and storage from this budget year. The compute adds the needed telephony, application and network services for the Sheriff's Office, Animal Shelter, and Public Works offices and will act as a backup for the North Lowndes Data Center.

OPTIONS: 1. Approve
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for Pest Control Service

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$6,734.40

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bid for Pest Control Service

HISTORY, FACTS AND ISSUES: Lowndes County solicited bids for pest control service for all county facilities to include volunteer fire stations. This is a one-year contract with an option to renew for four additional one-year terms. The county received bids from two vendors.

Astro Exterminating Services	Valdosta, GA	\$6,734.40
Cook's Pest Control	Decatur, AL	\$25,320.00

OPTIONS: 1. Accept the bid from Astro Exterminating Services and authorize the Chairman to sign the contract
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**AGREEMENT AND SPECIFICATIONS
FOR PEST CONTROL FOR ALL LOWNDES COUNTY BUILDINGS**

THIS AGREEMENT (the "Agreement") made and entered into this 1st day of August, 2021, by and between Astro Exterminating Services (hereinafter "Contractor") and the **BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County desires to obtain from Contractor, and Contractor desires to perform for the County, pest control service for all 23 County buildings and 16 Fire Department Buildings. All of buildings are located in Lowndes County, being sometimes collectively referred to as the "Service Areas".

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

**ARTICLE I
CONTRACTOR'S RESPONSIBILITIES**

1. Furnish labor, supervision, equipment, and supplies to provide pest control service for roaches, ants, silver fits, rats, mice, and any other insects.
2. Furnish and maintain in force policies of insurance covering workmen's compensation, comprehensive general liability, and automotive liability.
3. Use pesticides that are: approved by and registered with the Environmental Protection Agency (EPA) and have a low odor formulation.
4. Submit a copy of all chemical products to be used in the County buildings.
5. Must be licensed and certified by the Georgia Department of Agriculture.
6. Submit all signed monthly tickets to the Public Work's Director.

**ARTICLE II
TERM OF CONTRACT**

- A. This Agreement is a one-year contract commencing on the 1st day of August, 2021 and terminating on the 31st of July 2022.
- B. At the County's election, this Agreement may be renewed by the County for four (4) additional terms of one (1) year each, each commencing at the end of the immediately preceding term. Each initial and renewal term shall constitute a "Contract Year."

- C. Either party may terminate this Agreement at any time for any or no reason upon at least sixty (60) days prior written notice.
- D. Failure to terminate this agreement by the sixty (60) days prior written notice will incur said Contractor to pay Lowndes County for two (2) Full months of service equal to the amount listed in this contract.
- E. The County may terminate this Agreement immediately should Contractor breach any of its obligations under this Agreement which breach is not cured within ten (10) days after notice thereof by the County to Contractor.
- F. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.

**ARTICLE III
PAYMENTS TO CONTRACTOR**

Section 1. Pest Control Services. For performing the Pest Control Services in accordance with the terms and conditions of this Agreement, the County shall pay the Contractor Six Thousand, Seven Hundred Thirty-Four and Forty Cents (\$6,734.40) dollars per year based upon the Contractor submitting a separate, itemized invoice to the County for the pest control service during the calendar year listed. This invoice shall be reviewed by the Public Works Director and shall be paid only upon his/her approval as being accurate by the Director or Director's designee. The County shall pay to Contractor all amounts due that are not in dispute within thirty (30) days after receipt of Contractor's invoice. If this Agreement is renewed for additional terms of one (1) year each, then the County shall pay the Contractor the following amounts to perform the Pest Control Services hereunder:

1 st year renewal:	\$6,734.40
2 nd year renewal:	\$6,734.40
3 rd year renewal:	\$6,734.40
4 th year renewal:	\$6,734.40

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

- A. The Contractor represents and warrants that it has the requisite skill and expertise, trained personnel, and equipment to perform the Pest Control Services hereunder.
- B. The Contractor represents and warrants that it has, and will at all times during this Agreement maintain, a valid business license or occupation tax certificate from Lowndes County Commissioners.
- C. The Contractor represents and warrants that it shall at all times during the term of this Agreement maintain lawfully required worker's compensation, comprehensive general liability and automotive liability insurance, with such limits as required by the Labor Code of the State of Georgia and employer liability limits of \$500,000 per accident. The Contractor represents that it has provided to the County a copy of its currently in effect workers' compensation and employers' liability insurance certificates, and will do so in the future upon request and at the beginning of each renewal term.
- D. The Contractor represents and warrants that it shall at all times conduct the Pest Control Services under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations.

**ARTICLE V
MISCELLANEOUS**

Section 1. Contractor Point of Contact. The County reserves the right to deal exclusively with Rick Lewis, an employee of Contractor as Contractor's representative in all matters concerning this Agreement.

Section 2. No Subcontracting. Contractor may not subcontract out or delegate to or otherwise cause the Maintenance Services or any other services Contractor is to perform hereunder to be performed by any third parties.

Section 3. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other party unless reduced to writing and signed by all parties hereto.

Section 4. No Third-Party Beneficiaries. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County.

Section 5. Independent Contractor. Contractor at all times is an independent contractor in providing services pursuant to this Agreement and not an agent or employee of the County. Contractor will pay in a timely manner all income taxes,

employment taxes, and other taxes relating to payments to its employees or agents and payments made to it by County pursuant to this Agreement.

Section 6. Hold Harmless. Contractor agrees to indemnify, save and hold harmless, and defend the County, its commissioners, officers, boards, employees and agents from and against any and all claims, expenses (including costs of defense and settlement) arising from or related to Contractor's breach or violation of the Agreement or the performance of its maintenance services and other obligations under this Agreement.

Section 7. No Assignment. This Agreement or any portion thereof shall not be transferred or assigned by either party hereto without the prior written agreement by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8. Notices. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:

Astro Exterminating Service, Inc.
1708 Gornto Rd
Valdosta, GA 31601

As to County:

Lowndes County Board of Commissioners
327 North Ashley Street
Valdosta, Georgia 31601
Attn: County Manager

Or to such address as shall be furnished by such notice to the other parties.

Section 9. Captions. The captions and headings used in this Agreement are inserted for convenience only and shall not constitute a part hereof.

Section 10. Invalidity. If any provision of this Agreement, or application thereof to any person or circumstance shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provisions of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

Section 12. No Binding of Future Commissions. Notwithstanding any other provision of this Agreement to the contrary, pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year in which it was executed and at the close of each succeeding year for which it may be renewed pursuant to Article II of this Agreement. This Agreement states the total obligation of the County for the calendar year of execution and the total obligation which will be incurred in each calendar year of any renewal term. Title to any supplies, materials, equipment or other personal property shall remain in Contractor until fully paid by the County.

Section 13. Immigration Addendum. Exhibit "A" attached hereto and entitled, "Contract Addendum - Georgia Illegal Immigration Reform and Enforcement Act," is an integral part of this Agreement, the terms and conditions of which shall be performed and carried out by the parties.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered is Agreement as of the day and year first above written.

"CONTRACTOR"

Astro Exterminating Services, Inc.

By: _____

Name: _____

"COUNTY"

LOWNDES COUNTY, GEORGIA

By: _____
Bill Slaughter, Chairman
Lowndes County Board of Commissioners

Attest: _____
Belinda C. Lovern, Lowndes County Clerk

[SEAL]

EXHIBIT "A"

**CONTRACT ADDENDUM
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT OF 2006**

This Addendum, entered into as of the 1st day of August, 2016, is an addendum to that certain contract entitled, Agreement and Specifications for the Pest Control Service, the "Contract", between the Lowndes County Board of Commissioners ("Lowndes County") and MP Pest Control (the "Contractor") (Lowndes County and the Contractor being collectively the "Parties"). In consideration of the terms, conditions and obligations in the Contract, the Parties hereby agree as follows:

A. This Addendum is an integral part of the Contract and in the event of any conflict or inconsistency with the Contract (including any and all other amendments, addendums, schedules, exhibits, or other parts or provisions thereof) this Addendum shall control. The Contract, as supplemented by this Addendum, remains in full force and effect in all other respects.

B. Pursuant to the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, if this Contract is a contract or agreement relating to public transportation, with the rules and regulations regarding the Act of the Georgia Department of Transportation; the "GDOT Rules") are conditions of this Contract, and the Contractor hereby agrees to so comply with such requirements. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the Contractor Affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit (or required by the GDOT Rules). The Contractor's fully executed Affidavit is attached hereto as Attachment I and is incorporated into this Addendum by reference herein.

C. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. _____ Fewer than 100 employees.

D. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with the Contract, the Contractor shall:

1. Secure in writing from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure in writing from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, if this Contract is a contract or agreement relating to public transportation, with the GDOT Rules) by causing each such subcontractor to execute the Subcontractor Affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit (or required by the GDOT Rules). The Contractor further understands and agrees that the Contractor shall require the executed Subcontractor Affidavit to become a part of the agreement between the Contractor and each such subcontractor. The Contractor agrees to maintain records of each subcontractor attestation required hereunder for inspection at any time by the Georgia Department of Labor, Georgia Department of Transportation, or Lowndes County.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Addendum to be executed as a sealed instrument through their duly authorized officers or representatives as of the date set forth above.

**LOWNDES COUNTY BOARD OF
COMMISSIONERS**

By: _____
Bill Slaughter, Chairman

Attest: _____
Belinda C. Lovern, Lowndes
County Clerk

[SEAL]

Astro Exterminating Services, Inc.

By: _____
Rick Lewis, Manager

Attest: _____

Attachment I

STATE OF GEORGIA
LOWNDES COUNTY

CONTRACTOR AFFIDAVIT AND AGREEMENT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned Contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned contractor verifies its compliance with the Georgia Security and Immigration Compliance Act of 2006 (O.C.G.A. § 13-10-91, or the "Act") and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation which is contracting with Lowndes County, Georgia ("Lowndes County") has registered with and is participating in a federal work authorization program* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit (and, for a contract or agreement relating to public transportation, required by the GDOT Rules). The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Lowndes County at the time the subcontractor(s) is retained to perform such service.

472570
Contractor's EEV / Basic Pilot Program
User Identification Number

[Signatures continue on following page]

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent of Contractor Date

Contractor's Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me
This ____ day of _____, 2021

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of a Truck for Public Works

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$28,074.84

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Purchase of a Truck for Public Works

HISTORY, FACTS AND ISSUES: The Public Works Department needs to purchase a truck to replace one that was totaled last month. The vehicle is available through state contract and Langdale Ford, the local vendor, has agreed to meet the state contract price.

Langdale Ford Valdosta, GA F-150 Supercab \$28,074.84

OPTIONS: (1) Approve the purchase of the vehicle at state contract price from Langdale Ford
(2) Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Purchase of Fire Turnout Gear

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$46,777.50

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Purchase of Fire Turnout Gear

HISTORY, FACTS AND ISSUES: Lowndes County Fire/Rescue needs to purchase new gear for 15 new employees to man the first of three new full-time fire stations. This gear includes coats, pants and boots. State contract prices were obtained for the new gear.

Municipal Equipment Company Orlando, FL	Coats - \$1,600.00 x 15 = \$24,000.00
	Pants - \$1,143.50 x 15 = \$17,152.50
	Boots - \$375.00 x 15 = \$5,625.00

OPTIONS: (1) Approve the purchase of the protective gear from Municipal Equipment Company.
(2) Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS
COMMISSION AGENDA ITEM

SUBJECT: Bid for Grounds Maintenance for County Buildings

DATE OF MEETING: June 22, 2021

Work Session/Regular Session

BUDGET IMPACT: \$158,140.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Bid for Grounds Maintenance for County Buildings

HISTORY, FACTS AND ISSUES: Lowndes County solicited proposals for the grounds maintenance services at county buildings. The county received one proposal that met all the specifications.

Proficient Pool and Lawn Service, Inc Valdosta, GA \$158,140.00/year

OPTIONS: (1) Accept the Proposal from Proficient Pool & Lawn, Inc. and authorize the Chairman to sign the one-year contract.
(2) Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: Finance

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

GEORGIA, LOWNDES COUNTY.

**AGREEMENT AND SPECIFICATIONS
FOR THE MOWING AND EDGING OF VEGETATION
AND COLLECTION OF DEBRIS
FOR SPECIFIC LOWNDES COUNTY BUILDINGS**

THIS AGREEMENT (the "Agreement") made and entered into this __1__ day of August, 2021, by and between Proficient Pool and Lawn, Inc., (hereinafter referred to as "Contractor") and **BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, a body politic and political subdivision of the State of Georgia (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, the County desires to obtain and Contractor desires to provide mowing, blowing, weed eradication/vegetation management, edging, and debris and trash collection, removal and lawful disposal services on all County Owned Buildings (being listed on Attachment B: Courthouse, Judicial Complex, Governmental Building, Human Resource Building, Old Admin. Building, Leila Ellis, New Horizon, Board of Elections, EOC, Civic Center, USDA, Fire Headquarters, 911 Center, Public Works, Animal Shelter, Old EMA & Sign, Old DOT Building, Lake Park Health Department, Hahira Health Department, Coroner's Office and Public Defender).

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Contractor and County hereby agree as follows:

**ARTICLE I
CONTRACTOR'S RESPONSIBILITIES**

A. During the term of this Agreement, and in addition to its other obligations under this Agreement, Contractor shall mow all vegetation, perform weed eradication/vegetation management, edge all curbs, sidewalks and pavement, and collect, remove and lawfully dispose of debris and trash (collectively, the "Maintenance Services") around the Buildings listed in this Agreement. The Maintenance Services shall be carried out in the frequency listed on Attachment B of this Agreement. The County shall pay for such Maintenance Services in the amount and manner stipulated in Article III(A) of this Agreement.

B. Summary of Services include:

Mowing/Turf Area:

- All lawn areas will be mowed based on the type of service provided (bi-weekly or monthly).
- Mowing height will depend upon the type of turf and season. Typically, the height

will range from 2.5 to 3.5 inches.

- Retention areas, and other areas too wet for proper mowing, will be mowed when the ground is firm enough to allow for normal mowing procedures.

Edging:

- Edging will be performed on a bi-weekly basis during the mowing months and monthly during the winter months.
- All perimeter lawn areas adjacent to paved surfaces or structural edges, such as sidewalks, walkways, driveways, parking lots, curbing, headers and retaining walls, will be edged with a “blade edger” in order to maintain clean, crisp and consistent edge lines.
- Beds will be kept clean and well defined around color beds, shrub beds, open beds and tree trunks. This is done to prevent encroachment from lawn and other adjacent materials.

Weed Control:

- Weed control of plant beds will be performed as necessary to control weed population and maintain healthy plants.
- Weed control will be performed on a weekly basis in order to conform to the mowing schedule.
- Weed control in tree rings, plant beds, open beds, joint in walkways, decks, curbs and drives will be performed using appropriate manual (hand pulling) and/or chemical (herbicide) control methods. When it is necessary and practical to use chemical control, pre- and post-emergent herbicides will be applied. This is to avoid injury to adjacent desirable plants or contribute to build up of toxic elements in the soil.

Pruning and Trimming:

- Selective pruning will be performed on all ornamental trees less than 6 inches in diameter, all shrubs and planting material.
- Trees will be trimmed or pruned up to a height of 12 feet. No limbs larger than 2 inches in diameter will be removed.
- Trees taller than 12 feet and limbs larger than 2 inches in diameter will be trimmed or removed at an additional cost.
- Ground covers and vines will be sheared as necessary in a uniform manner to maintain neat, clean edges, surfaces and overall appearance.
- Shrubs and hedges will be sheared and pruned in a consistent manner to maintain optimum shape and size as growth habit dictates according to the individual potential for each variety.
- Large shrubs and small trees less than 12 feet in height will be selectively thinned to remove deteriorated or dead woods, foliage and interfering branches.
- Tree maintenance will be done to ensure suckers from the trunk/base will be eliminated and low hanging limbs are removed.

- Plants which overhang curbs, sidewalks, passageways, patios, balconies, fences, air conditioning units and parking areas will be pruned when necessary.

Clean Up:

- All sidewalks will be blown in order to remove debris generated during landscaping maintenance.
- All debris cuttings, leaves and litter will be collected and removed from the property.

Pine straw/Mulching:

- Pine straw will be provided by contractor/vendor twice a year.
- Pine straw will be completely installed within a two-week period after the delivery date.
- Pine straw will be installed to allow for a 6-inch clearance from the bottom of stucco and/or siding to top of pine straw.
- In cases where pine straw is not required and the turning of bed is performed, the beds are required to be turned a minimum of once per month.

Irrigation:

- System will be monitored and serviced as per schedule. Timers shall be adjusted each season (if timer is located outdoors).
- Repairs are billed separately at an additional cost.

Annuals in Flower Beds:

- Annual flower beds will be planted twice a year. Annuals will be provided by contractor.
- Annual beds will be monitored weekly. Customer is to notify contractor immediately of any problems.

Fertilization:

All fertilization and fungicide treatment for lawn areas will be done as per schedule.

All weed spraying and pest control will be done as per schedule.

- C. Contractor shall furnish at its expense all labor, supplies, materials and equipment including fuel, oil and any other tools sufficient to properly and fully perform its obligations under this Agreement.
- D. Contractor shall fully comply at all times with the provisions of the Georgia Utility Facility Protection Act (O.C.G.A. 25-9-1 et seq.) and the Georgia High-Voltage Safety ACT (O.C.G.A. 46-3-30 et seq.) as the same may be applicable to the Maintenance Services rendered hereunder.

**ARTICLE II
TERM OF CONTRACT**

- A. This Agreement is a one-year contract pursuant to the provisions of O.C.G.A 36-60-13. It shall commence on the 1st day of August, 2021 and terminate on the 31st day of July, 2022.
- B. Either party may terminate this Agreement at any time for any or no reason upon at least thirty (30) days prior written notice.
- C. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under this Agreement.
- D. Option to Renew. The County may renew this contract for 4 one-year terms by giving notice of renewal to Vendor at least thirty (30) days prior to the end of the initial one-year term of this Contract.

**ARTICLE III
CONSIDERATION FOR AGREEMENT**

- A. For performing the Maintenance Services in accordance with the terms and conditions of this Agreement, the County shall pay the Contractor an annual price of One Hundred Fifty-Eight One Hundred Forty Dollars (\$158,140.00) split into 12 monthly payments based upon the Contractor submitting a monthly invoice to the County according to the Maintenance Services provided. This invoice shall be reviewed by the Director of Public Works of the County (hereinafter referred to as the "Director") or the designee of the Director and shall be submitted for payment only if certified to be accurate by the Director or his Designee. Within thirty (30) days after receipt of Contractor's invoice, the County shall pay to Contractor all amounts due that are not in dispute.
- B. Price for 4 more One-year terms.

1 st year renewal:	\$ 161,302.00
2 nd year renewal:	\$ 164,528.00
3 rd year renewal:	\$ 167,818.00
4 th year renewal:	\$ 171,174.00

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

- A. The Contractor represents that it has, and will at all times during this Agreement maintain, a valid business license or occupation tax registration from Lowndes County (or other applicable jurisdiction).
- B. The Contractor represents that, if it uses a herbicide to carry out any of his obligations under this Agreement, it has a valid Commercial Herbicide Applicator's license for Right of Way applications issued by the Department of Agriculture and shall only use EPA registered herbicides in accordance with label instructions and restrictions.
- C. The Contractor shall at all times during this Agreement maintain lawfully required worker's compensation and employers' liability insurance, with such limits as required by the Labor Code of the State of Georgia and employer liability limits of \$500,000 per accident. The Contractor represents that it has provided to the County a copy of its currently in effect workers' compensation and employers' liability insurance certificates, and will do so in the future upon request and at the beginning of any renewal term.
- D. The Contractor will maintain or carry in-force liability insurance, including personal injury liability, blanket liability, blanket contractual liability, and broad form property damage liability coverage, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) at all times during this Agreement. This insurance shall designate the County as an additional insured. This insurance shall be non-cancelable during the duration of this Agreement except upon thirty (30) days prior written notice to the County. Cancellation of this insurance will be considered a material breach of this Agreement. The Contractor represents that it has provided to the County a copy of its currently in effect liability insurance certificate, and will do so in the future upon request and at the beginning of any renewal term.

**ARTICLE V
MISCELLANEOUS**

- A. The County reserves the right to deal exclusively with the Contractor in all matters concerning this Agreement. Contractor may not subcontract out to or otherwise cause the Maintenance Services hereunder to be performed by third parties.
- B. This Agreement is in no way deemed to create a debt incurred by the County for the payment of any sum beyond the calendar year of execution.

- C. Either party reserves the right to terminate this Agreement for non-compliance by the other party by issuing thirty (30) days written notice to the non-performing party and such non-compliance is not corrected within such thirty (30) day period.
- D. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the Lowndes County Manager.
- E. If any conflicts between this Agreement and the Contractor's Bidding Proposal and Specifications arise, the terms of this Agreement are deemed to absolutely prevail.
- F. Employees, aides, staff, helpers, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of the Contractor for the purposes of all Workers' Compensation and insurance claims. The County reserves the right to oversee the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement or schedule in this Agreement should be deemed to obligate the County under the Workers' Compensation Act to Contractor's employees, aides, staff, helpers or any persons who receives any form of consideration for services or who performs any services towards the execution of this Agreement.
- G. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior Agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination or attempted waiver of any of the provisions herein shall be binding upon the other party unless reduced to writing and signed by all parties hereto.
- H. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the County.
- I. Contractor at all times is an independent contractor in providing services pursuant to this Agreement and not an agent or employee of the County. Contractor will pay in a timely manner all income taxes, employment taxes, and other taxes relating to payments made to it by County pursuant to this Agreement.
- J. Contractor agrees to indemnify, save and hold harmless, and defend the County, its commissioners, officers, boards, and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death), including the use of any herbicides or other chemicals used in performing its obligations under this Agreement which arise out of or relate to Contractor's operation and provision of the Maintenance Services and of Contractor's other obligations under this Agreement, including but not limited to, reasonable attorney's fees and cost if such fees and costs are deemed necessary by the County.

- K. This Agreement may not be assigned by either party hereto without the prior written agreement by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors.
- L. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage pre-paid, addressed as follows:

As to Contractor:

Proficient Pool and Lawn, Inc.
1420 Gornto Rd.
Valdosta, GA 31602

As to County:

Lowndes County Board of Commissioners
327 North Ashley Street
Valdosta, Georgia 31601
Attn: County Manager

Or to such address as shall be furnished by such notice to the other parties.

- M. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- N. If any provision of this Agreement, or application thereof to any person or circumstance shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provisions the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- O. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- P. [intentionally left blank]
- Q. Attachment "A" attached hereto and entitled, "Contract or Affidavit & Agreement" is an integral part of this Agreement, the terms and conditions of which shall be performed and carried out by the parties.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

“CONTRACTOR”

Proficient Pool & Lawn Service, Inc.

By: _____
Charles Brent Moor Jr., President

“COUNTY”

**BOARD OF COMMISSIONERS OF
LOWNDES COUNTY, GEORGIA**

By: _____
Bill Slaughter, Chairman
Board of Commissioners of Lowndes
County

Attest: _____
Belinda C. Lovern, Lowndes County Clerk

[SEAL]

ATTACHMENT "A"

STATE OF GEORGIA

CONTRACTOR AFFIDAVIT AND AGREEMENT

The undersigned, who, after being duly sworn, states under oath and agrees to for and on behalf of the Contractor as follows:

1.

By executing this Affidavit, the undersigned verifies the compliance of the Contractor with the Georgia Illegal Immigration Reform and Enforcement Act of 2011, Sections 2 and 3, as amended (O.C.G.A. § 13-10-90 et seq., the "Act") and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, with the rules regarding the Act of the Georgia Department of Transportation; the "GDOT Rules"), stating affirmatively that the individual, firm, or corporation which is contracting with the Board of Commissioners of Lowndes County, Georgia ("Lowndes County") has registered with, is authorized to use, is using, and will continue to use throughout the contract period, a Federal Work Authorization Program* in accordance with the applicable provisions and deadlines established in the Act and Georgia Department of Labor Rule 300-10-1-.02 (and, for a contract or agreement relating to public transportation, established in the GDOT Rules).

2.

The undersigned Contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the Contract with Lowndes County of which this Affidavit is a part, the undersigned Contractor will secure from such subcontractor(s) similar verification of compliance with the Act and Georgia Department of Labor Rules 300-10-1-.01 et seq. (and, for a contract or agreement relating to public transportation, verification of compliance with the GDOT Rules) through the subcontractor's execution of the subcontractor affidavit the Act and the rules and regulations thereunder. The undersigned Contractor further agrees to maintain records of such compliance and provide a copy of each such Affidavit and verification to Lowndes County within five (5) business days after the subcontractor(s) is retained to perform such service. The Affidavit from each subsequent contractor shall include the subcontractor's (or sub-subcontractor's) name and address, E-verify/Federal Work Authorization Program user identification number and date of authorization to use the Federal Work Authorization Program, the name of the project, and the name of the public employer for the project.

845610
Contractor's E-verify/Federal Work Authorization
Company Identification Number

Grounds Maintenance
Name of Project

June 8, 2021
Date of Authorization (Date Number Obtained)

Lowndes County
Board of Commissioners
Name of Public Employer

[Signatures continue on following page]

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT, AND AGREE TO THE FOREGOING FOR AND ON BEHALF OF THE CONTRACTOR.

BY: Authorized Officer or Agent of Contractor

Date

Contractor's Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent of Contractor

Contractor's Address

Sworn to and subscribed before me
This ____ day of _____, 20__

Notary Public

My commission expires: _____

* Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, commonly known as E-Verify.

	LOCATIONS	Mowing	Blowing	Edging	Shrub & Tree Trimming as needed	Weed Flower Beds as needed
*	Courthouse - 108 E. Central Ave.	✓	✓	✓	✓	✓
*	Judicial Complex - 327 N. Ashley St.	✓	✓	✓	✓	✓
*	Judicial Complex - 327 N. Ashley St. green space	✓	✓	✓	✓	✓
*	Governmental Bldg - 300 N. Patterson St.	✓	✓	✓	✓	✓
*	Human Resource Bldg - 206 S. Patterson St.	✓	✓	✓	✓	✓
*	Old Admin. Bldg. - 325 W. Savannah Ave.	✓	✓	✓	✓	✓
*	Leila Ellis - 601 N. Lee St.	✓	✓	✓	✓	✓
*	New Horizons - 714 N. Charlton St.	✓	✓	✓	✓	✓
*	Board of Elections - 2808 Oak St. Ext.	✓	✓	✓	✓	✓
X	EOC Building - 250 Douglas St.	✓	✓	✓	✓	✓
X	Civic Center - 2102 E. Hill Ave. (Field Bi-weekly)	✓	✓	✓	✓	✓
X	USDA Building - 2108 E. Hill Ave.	✓	✓	✓	✓	<input type="checkbox"/>
*	Fire Headquarters - 2891 US Hwy 84 E.	✓	✓	✓	✓	✓
*	911 Center - 1515 Madison Hwy.	✓	✓	✓	✓	✓
*	Public Works - 550 Gil Harbin Ind. Blvd. & Fuel Island	✓	✓	✓	✓	✓
*	Animal Shelter - 337 Gil Harbin Ind. Blvd.	✓	✓	✓	✓	✓
*	Old EMA & Sign - 1503 Madison Hwy.	✓	✓	✓	✓	✓
*	Old DOT Building - 1411 Madison Hwy.	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
X	Lake Park Health Dept. - 751 Country Lane	✓	✓	✓	✓	✓
X	Old RDC Bldg - 325 W Savannah Ave	✓	✓	✓	✓	✓

*	Coroner's Office - 211 Webster St	✓	✓	✓	✓	✓
*	Public Defender - 910 N. Patterson	✓	✓	✓	✓	✓
X	Hahira Health Dept. - 503 W. Main St.	✓	✓	✓	✓	✓

***** - Weekly all year

X - Bi-weekly