

# CITY OF LOCUST GROVE

## WORKSHOP MEETING AGENDA

MONDAY JUNE 17, 2024 – 6:00 P.M.

PUBLIC SAFETY BUILDING – 3640 HIGHWAY 42 S.

LOCUST GROVE, GA 30248

**CALL TO ORDER**..... Mayor Pro Tem Vincent Williams

**INVOCATION**..... Chief Derrick Austin

**PLEDGE OF ALLEGIANCE**..... Councilman Greer

**APPROVAL OF THE AGENDA** (Action Needed)

**PRESENTATIONS**..... None

**PUBLIC HEARING ITEMS**..... None

**OLD BUSINESS/ACTION ITEMS**..... None

**NEW BUSINESS/ACTION ITEMS**..... 2 Items

1. Resolution to appoint Kasie Pier to the Historic Preservation Commission (HPC) (Motion Required)
2. Resolution to appoint Kasie Pier to the Downtown Development Authority (DDA) (Motion Required)

**CITY OPERATIONS REPORTS / WORKSHOP DISCUSSION ITEMS** (No Actions Needed unless added to New Business)

Main Street Operations (Monthly Update Report) ..... Colleen Cook, Main Street Manager

Public Safety Operations (Monthly Update Report)..... Chief Derrick Austin

Public Works Operations (Monthly Update Report) ..... Director Jack Rose

Administration (Monthly Update Report)..... Bert Foster, Assistant City Manager

- SRTA GTIB Loan and Grant documents

Community Development Operations (Monthly Update Report)..... Daunté Gibbs, Community Development Director

- Ordinance to approve the final plat for Copperfield Subdivision, located at 490 S. Unity Grove Road
- Continental C737 Fund, LLC – Impact Fee waiver request

**ARCHITECTURAL REVIEW BOARD (ARB)** (Review and Comment Portion Only) ..... None

**CITY MANAGER’S COMMENTS** (Update of Activities)..... Tim Young

- Resolution for parking and access easement
- RFQ for Master Planning Services for Heart of Locust Grove Plan
- Resolution for GEFA loan of \$12 million for plant expansion

**PUBLIC COMMENTS**..... Register with Clerk Before Meeting

**COUNCIL COMMENTS**..... Council

**MAYOR’S COMMENTS**..... Mayor Pro Tem Vincent Williams

**EXECUTIVE SESSION** – If Needed

**ADJOURN** –

**ADA Compliance:** Individuals with disabilities who require certain accommodations to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons.

**Public Comment** may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS prior to the beginning of the meeting with the City Clerk via e-mail at [mspurling@locustgrove-ga.gov](mailto:mspurling@locustgrove-ga.gov) or in person at the physical meeting.

**POSTED AT CITY HALL– June 12, 2024, at 5:00 – Revised June 13, 2024: posted 2:30**



## Main Street Department

P. O. Box 900  
Locust Grove, Georgia 30248

Phone: (770) 957-5043  
Facsimile (770) 954-1223

# Item Coversheet

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**Item:** A resolution to appoint Kasie Pier to the Locust Grove Historic Preservation Commission

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** NA

**Date Received:** June 11, 2024

**Workshop Date:** June 17, 2024

**Regular Meeting Date:** July 1, 2024

### Discussion:

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Attached is a resolution to appoint Kasie Pier (Exhibit A) to the Locust Grove Historic Preservation Commission (HPC).

### Recommendation:

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**I MOVE TO (APPROVE/DENY/TABLE) THE APPOINTMENT OF KASIE PIER TO THE LOCUST GROVE HISTORIC PRESERVATION COMMISSION.**

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO APPOINT KASIE PIER TO THE HISTORIC PRESERVATION COMMISSION; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WITNESSETH:**

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

**WHEREAS**, the historical, cultural and aesthetic heritage of the City of Locust Grove is among its most valued and important assets and the preservation of this heritage is essential to the promotion of the health, prosperity and general welfare of the people; and

**WHEREAS**, the City adopted a Historic Preservation Commission Ordinance on September 13, 2004 to establish a uniform procedure for use in providing for the protection, enhancement, perpetuation and use of places, districts, sites, buildings, structures, objects, and landscape features having a special historical, cultural or aesthetic interest or value; and

**WHEREAS**, the City wishes to appoint Kasie Pier as part of her continued dedication to the citizens of the City of Locust Grove by serving on the Historic Presentation Commission in accordance with said Ordinance.

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

1. **Appointment.** The Mayor Pro Tem, by and with the advice and consent of the City Council, hereby appoints Kasie Pier as a member of the Historic Preservation Commission, whose term will expire June 17, 2027.
2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 17th day of June, 2024.

\_\_\_\_\_  
Vincent Williams, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

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Misty Spurling, City Clerk  
(seal)

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City Attorney



## Main Street Department

P. O. Box 900  
Locust Grove, Georgia 30248

Phone: (770) 957-5043  
Facsimile (770) 954-1223

# Item Coversheet

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**Item:** A resolution to appoint Kasie Pier to the Locust Grove  
Downtown Development Authority

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** NA

**Budget Item:** NA

**Date Received:** June 11, 2024

**Workshop Date:** June 17, 2024

**Regular Meeting Date:** July 1, 2024

### Discussion:

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Attached is a resolution to appoint Kasie Pier (Exhibit A) to the Locust Grove  
Downtown Development Authority (DDA).

### Recommendation:

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**I MOVE TO (APPROVE/DENY/TABLE) THE APPOINTMENT OF  
KASIE PIER TO THE LOCUST GROVE DOWNTOWN  
DEVELOPMENT AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO APPOINT KASIE PIER TO THE DOWNTOWN DEVELOPMENT AUTHORITY; TO REPEAL INCONSISTENT RESOLUTIONS; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**W I T N E S S E T H:**

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

**WHEREAS**, the Mayor Pro Tem and Council have determined that the need for a downtown development authority to function in the city to aid in the financing of projects for the revitalization and redevelopment of the central business district of the city which will develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities within the city and the state of Georgia; and

**WHEREAS**, the City must appoint Board of Directors of the downtown development authority; and

**WHEREAS**, the term of Stephanie Epps as a member on the Board of Directors of the downtown development authority expired on May 1, 2024 due to resignation; and

**WHEREAS**, the City wishes to appoint Kasie Pier to serve the remainder of the term as a Director of the downtown development authority in accordance with said Ordinance.

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

1. **Appointment.** The Mayor Pro Tem, by and with the advice and consent of the City Council, hereby appoints Kasie Pier as a member of the Board of Directors of the downtown development authority, whose term will expire January 5, 2026.

2. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.
3. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.
4. **Effective Date.** This Resolution shall take effect immediately.

THIS RESOLUTION adopted this 17th day of June, 2024.

\_\_\_\_\_  
Vincent Williams, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Misty Spurling, City Clerk  
(seal)

Approved as to form:

\_\_\_\_\_  
City Attorney

# LOCUST GROVE POLICE DEPARTMENT

## Monthly Status Report

### Mission Statement

It is the mission of the Locust Grove Police Department to enhance the quality of life in the City of Locust Grove, by working cooperatively with this community as we enforce the laws and preserve the peace. We are committed to providing professional and effective police services and strive to protect the rights and safety of our citizens and the community we serve.

	MAY 2023	MAY 2024
NIBRS Group A Crimes	57	62
NIBRS Group B Crimes	27	36

### Patrol Division

Total Calls for Service	1,454	1,552
Miles Patrolled	17,569	17,109
Total Accident Reports Written	73	89
Total Incident Reports Written	147	210
Total Citations Written	394	323
Total Warnings Written	217	176
Arrests	42	51

### Criminal Investigations YTD 2024

Assigned Cases	47	181
Cleared Cases	45	154
Open Cases	-	27

### Municipal Court

Total Fines Collected	\$92,772.00	\$82,982.00
Probated Fines	\$29,052.00	\$30,169.00

### Departmental Training

Total Hours	104	117
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**Administration Department**

P. O. Box 900  
Locust Grove, Georgia 30248

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

**Item Coversheet**

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**Item:**            **SRTA GTIB Loan and Grant Documents**

**Action Item:**                Yes                No

**Public Hearing Item:**        Yes                No

**Executive Session Item:**     Yes                No

**Advertised Date:**      N/A

**Budget Item:**            **Fund 320/Fund 335 (SPLOST V / T-SPLOST)**

**Date Received:**        **June 13, 2024**

**Workshop Date:**        **June 17, 2024**

**Regular Meeting Date:**    **July 1, 2024**

**Discussion:**

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We are awaiting the draft document regarding the Loan and the Grant for the Peeksville Road Extension Project. Loan up to \$2 million for R/W acquisition and a GRANT for \$2 million for construction of the project to offset the approximate \$5 +/- overall cost of the project.

**Recommendation:**

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**For Review/Discussion prior to final approval July 1, 2024**



## Community Development Department

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

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## Item Coversheet

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

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** No

**Date Received:** April 29, 2024

**Workshop Date:** N/A

**Regular Meeting Date:** June 17, 2024

### **Discussion:**

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

### **Applicant/Developer:**

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

### **Project Data:**

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1 | *... in The Grove*

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

**Recommendation:**

**Staff recommend APPROVAL of the Copperfield subdivision final plat.**

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

1.

(X) That the request for final plat is hereby **APPROVED**.

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

2.

That the use of the Property is subject to:

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

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

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

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

**SO ORDAINED** by the Council of this City this 1<sup>st</sup> of July 2024.

\_\_\_\_\_  
VINCENT WILLIAMS, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
MISTY SPURLING, City Clerk

(Seal) APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**





City of Locust Grove

700 West 900 Street, Locust Grove, Georgia 30248-0900  
Telephone (770) 937-5043 Fax: 1-866-564-0996

January 25, 2024

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

RE: Administrative Review for Coperfield Subdivision Lot 14, 19, 20, and 24  
Coperfield Subdivision

The Community Development Department has received proposed your application for an administrative review for Coperfield Subdivision lots 14, 19, 20, and 24, respectively, for the following:

- 1. First year setback reduction of 2 feet
- 2. Setback reduction of 2 feet
- 3. Rear yard setback reduction of 2 feet

According to Section 170A.271, Administrative variances of the City of Locust Grove Municipal Code:

The Community Development Director shall have the power to grant variances from the development standards that apply where, in his opinion, the nature of the proposed activity is a substantial benefit to the community and the granting of the variance is in the public interest. The granting of a variance shall be subject to the following conditions:

1. Proposed lot and subject to public safety. Variance not to exceed five feet.
2. Setback variance not to exceed four feet.
3. Rear yard setback reduction of 2 feet.
4. Lot dimensions (see: 160A.1201(d)(4)).

(Ord. No. 4640-06, §§ 4.3, 3-5(d))

Findings that your application for an administrative review meets the regulatory criteria referenced above, your administrative review is hereby APPROVED.  
19, 20, and 24 is hereby APPROVED.  
Please do not hesitate to contact us at 770-937-5043 if you have any questions.

Thank you,  
*Diana J. Gable*  
Diana Gable, Director  
Community Development Department

# FINAL PLAT

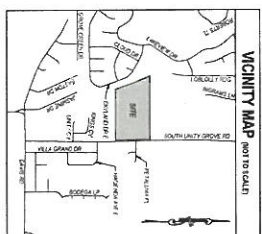
## FOR "COPPERFIELD"

### A SINGLE-FAMILY RESIDENTIAL SUBDIVISION

#### LAND LOT 164 & 165

#### OF THE 2ND DISTRICT

#### CITY OF LOCUST GROVE, GEORGIA



### REFERENCES

1. Manual of Practice of Surveyors, Landowners and Recordation, Surveying and Mapping, 2018 Edition  
2. Surveying and Mapping, 2018 Edition  
3. Surveying and Mapping, 2018 Edition

**DEVELOPER INFORMATION**  
BUILDERS PROFESSIONAL GROUP, LLC  
160 WHITNEY STREET  
FAYETTEVILLE, GEORGIA 30214

**24 HOUR CONTACT:**  
SCOTT HANCOCK  
160 WHITNEY STREET  
FAYETTEVILLE, GEORGIA 30214  
(404) 557-9728

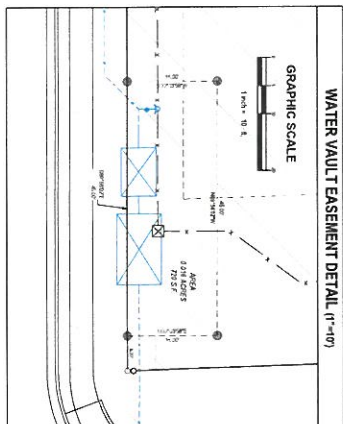
**LANDSCAPE ARCHITECT**  
BRUNSON & COMPANY, LANDSCAPE ARCHITECTS  
503 BOWLING LANE  
ROSWELL, GA 30075  
(770) 584-1937

**SURVEYOR / ENGINEER**  
MOORE BASS CONSULTING, INC.  
1350 KENS FERRY COURT  
MCDONOUGH, GA 30253  
(770) 914-5384

**EXHIBIT -C-**  
VARIANCE CALCULATIONS

**EXHIBIT -D-**  
SUGGESTED CONDITIONS OF ZONING MAP AMENDMENT

**EXHIBIT -E-**  
WATER VAULT EASEMENT DETAIL (1"-10')



### DEVELOPMENT DATA

1. Owner: Builders Professional Group, LLC  
2. Survey: Moore Bass Consulting, Inc.  
3. Survey Number: 170119-0001 (McDonough, GA 30253)  
4. Survey Date: 07/19/2023

1. Subdivision: Coperfield Subdivision  
2. Subdivision Number: 170119-0001  
3. Subdivision Date: 07/19/2023  
4. Subdivision Status: Pending Final Plat

1. Lot: 164  
2. Lot: 165  
3. Lot: 166  
4. Lot: 167  
5. Lot: 168  
6. Lot: 169  
7. Lot: 170  
8. Lot: 171  
9. Lot: 172  
10. Lot: 173  
11. Lot: 174  
12. Lot: 175  
13. Lot: 176  
14. Lot: 177  
15. Lot: 178  
16. Lot: 179  
17. Lot: 180  
18. Lot: 181  
19. Lot: 182  
20. Lot: 183  
21. Lot: 184  
22. Lot: 185  
23. Lot: 186  
24. Lot: 187  
25. Lot: 188  
26. Lot: 189  
27. Lot: 190  
28. Lot: 191  
29. Lot: 192  
30. Lot: 193  
31. Lot: 194  
32. Lot: 195  
33. Lot: 196  
34. Lot: 197  
35. Lot: 198  
36. Lot: 199  
37. Lot: 200

1. Survey: Moore Bass Consulting, Inc.  
2. Survey Number: 170119-0001  
3. Survey Date: 07/19/2023  
4. Survey Status: Pending Final Plat

1. Survey: Moore Bass Consulting, Inc.  
2. Survey Number: 170119-0001  
3. Survey Date: 07/19/2023  
4. Survey Status: Pending Final Plat

### SIGHT DISTANCE CERTIFICATION

All proposed street layout meets sight distance requirements.  
I hereby certify that:  
*[Signature]*  
DATE: 1/25/24

**GEORGIA SURVEY CERTIFICATE**  
I, the undersigned, being a duly qualified and licensed Professional Surveyor in the State of Georgia, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the applicant, and that the same is in accordance with the laws and regulations of the State of Georgia.  
DATE: 1/25/24

**CITY OF LOCUST GROVE APPROVAL**  
I hereby approve the proposed plat for the subdivision of the City of Locust Grove, Georgia.  
DATE: 1/25/24

**PROTECTIVE COVENANTS**  
I hereby certify that the proposed plat for the subdivision of the City of Locust Grove, Georgia, is in accordance with the laws and regulations of the State of Georgia.  
DATE: 1/25/24



Moore Bass Consulting, Inc.  
1350 KENS FERRY COURT  
MCDONOUGH, GA 30253  
(770) 914-5384

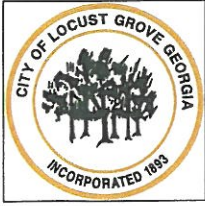
PROJECT NAME: COPPERFIELD  
CLIENT NAME: TEMPLAR DEVELOPMENT GROUP, LLC, 160 WHITNEY STREET, FAYETTEVILLE, GEORGIA 30241

REVISIONS	DATE
22/04 - CITY COMMENTS	
4/20/24 - CITY COMMENTS	
5/14/24 - CITY COMMENTS	
5/17/24 - GOOD 1 - 17	
5/17/24	
DATE	
DESIGNER	
CHECKER	
DATE	
SCALE	
SHEET TITLE	
FINAL PLAT COVER SHEET	
10F2	





**EXHIBIT B**



# Final Subdivision Plat Application and Developer Checklist

Date: 5/17/2024

Name of Development: Copperfield Unit \_\_\_\_\_ Phase \_\_\_\_\_

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

No. of acres 28.81 No. of lots 26

Developer Builder Professional Group Company Name \_\_\_\_\_

Address: 160 Whitney Street City Fayetteville State GA Zip 30214

Phone 404-859-7887 Pager/Cellular \_\_\_\_\_ Fax \_\_\_\_\_

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

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

Phone 770-914-9394 Pager/Cellular \_\_\_\_\_ Fax \_\_\_\_\_

24Hour Contact Scott Knight Phone 404-557-5726

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

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

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

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



Thursday, June 13, 2024

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

Dear City Council,

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

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

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

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

Sincerely,

Trent Turner  
Continental Properties

Enclosures:

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

**A. INTRO TO CONTINENTAL PROPERTIES**

**CONTINENTAL PROPERTIES**

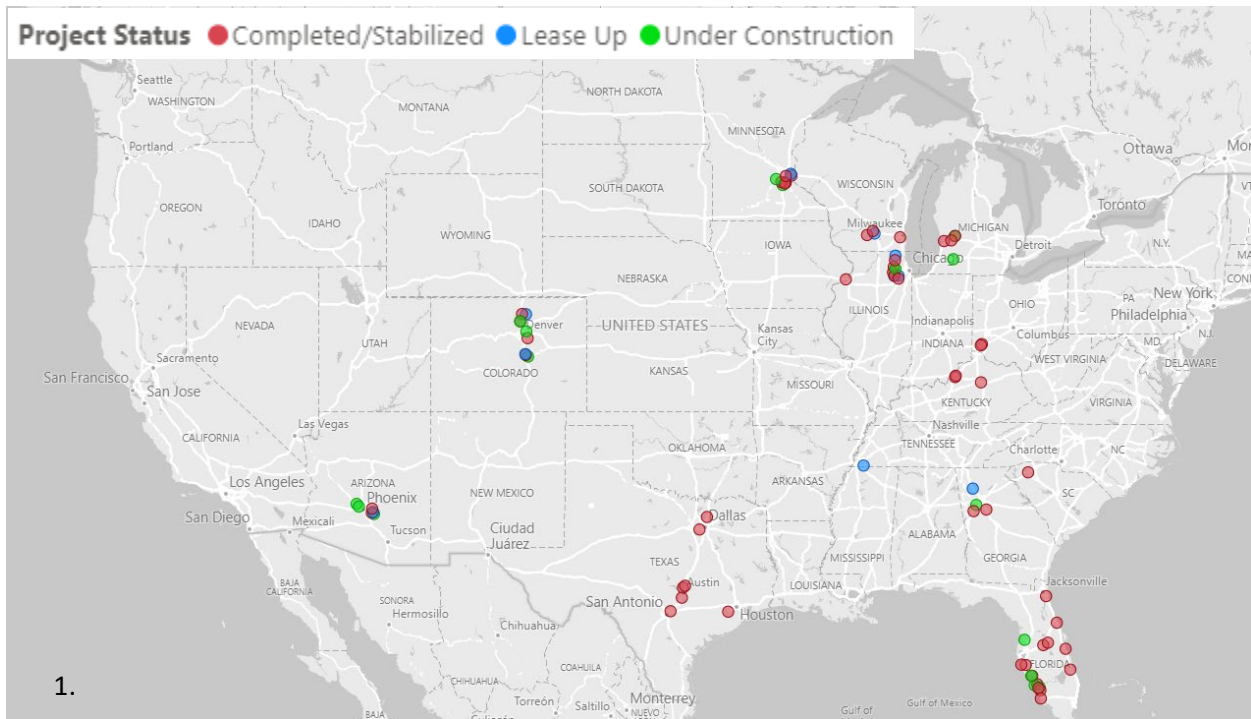
Continental Properties is a national developer and operator of multifamily communities, retail, and hospitality properties. Since its inception in 1979, Continental Properties has developed over 129 apartment communities encompassing more than 34,000 homes in 19 states. We pride ourselves in building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

**CONTINENTAL’S LOCAL EXPERIENCE**

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

**MULTIFAMILY STRATEGY**

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



**B. DEVELOPMENT DESCRIPTION AND CHARACTERISTICS**

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



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

Type	Qty	
Efficiency	28	3-Bedrooms (see adjacent table for detailed quantities) offers a high percentage of glazing to promote an abundance of natural lighting. The scale and design of the Architectural massing coupled with the thoughtful landscaping design and tree preservation plan allow the community to coexist seamlessly with its context. All ancillary
1-Bedroom	136	
2-Bedroom	136	
3-Bedroom	28	

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

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





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

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

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

## C. EXEMPTION REQUEST AND RATIONALE

### ***Summary***

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

### ***Public Infrastructure***

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

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

### ***Economic Stimulus***

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

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

2. Increased Disposable Income – The average home value in Locust Grove is >\$330k, in today's market this equates to a mortgage payment in most cases exceeding \$2,300. Proposed rents at the Springs at Locust Grove average about \$1,700 per month. Not only does this represent a more attainable housing option for the average resident, but also frees up more disposable income for discretionary spending. Based on ESRI data, after rent expense, the average household at the Springs at Locust Grove is estimated to spend ~\$45,000 in discretionary funds per year, equating to >\$14,000,000 in added revenue to businesses in the trade area. Within 7 years from development, total discretionary expenditures from residents of the Springs at Locust Grove are anticipated to exceed \$100 million dollars in the trade area. This stimulus to current and future local businesses will enhance the economic vitality of Locust Grove as a whole, and benefit the public by attracting new, high-quality businesses.
  
3. Attracting Commercial Development – The 328 multifamily homes, in addition to 56 proposed town homes will help provide the increased population density and rooftops to attract commercial development to include restaurants, retail shops, office, and other leisure amenities. Nodes of more intense development can help achieve the City of Locust Grove's economic development goals as outlined within the comprehensive plan. According to CoStar, within a two-mile radius of the property, there are approximately 1.85 million square feet of retail with an average vacancy rate of 1.6% across 94 properties. The vast majority of these properties are located east of I-75. Our project would help attract quality commercial development west of I-75. Allowing more opportunity for current and new residents to live, work, shop, and recreate in Locust Grove would allow the city to realize more benefit from the lifecycle of each dollar these individuals spend.





**Administration Department**

P. O. Box 900  
Locust Grove, Georgia 30248

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

**Item Coversheet**

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**Item: Resolution for Parking and Access Easement**

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** N/A

**Date Received:** June 13, 2024

**Workshop Date:** June 17, 2024

**Regular Meeting Date:** July 1, 2024

**Discussion:**

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

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

**Recommendation:**

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**For Discussion prior to final approval July 1, 2024**

RESOLUTION NO. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF LOCUST GROVE, GEORGIA**

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**Vincent Williams**, Mayor Pro Tem

**ATTEST:**

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**Misty Spurling**, City Clerk

**APPROVED AS TO FORM:**

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**City Attorney**

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PARCEL 1 LOCUST GROVE PROPERTY HOLDINGS LLC PROPERTY

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

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

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

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 2  
MCQUEEN PROPERTY

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

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

## EXHIBIT "C"

### LEGAL DESCRIPTION OF CITY PROPERTY

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

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

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

**EXHIBIT “D”**

**PARKING AND ACCESS  
EASEMENT AGREEMENT**

COUNTY OF HENRY  
STATE OF GEORGIA

**PARKING AND ACCESS EASEMENT AGREEMENT**

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

**PREMISES:**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

Signed, sealed and delivered  
In the presence of:

CITY:

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

\_\_\_\_\_  
Witness

By: \_\_\_\_\_ (Seal)

\_\_\_\_\_  
Notary Public

Name: \_\_\_\_\_

Title: \_\_\_\_\_

My commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

List of Exhibits attached hereto:

Exhibit "A" – Description of Parcel 1

Exhibit "B" – Description of Parcel 2

Exhibit "C" – Description of the City Parcel

## EXHIBIT "A"

### LEGAL DESCRIPTION OF PARCEL 1 LOCUST GROVE PROPERTY HOLDINGS LLC PROPERTY

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

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

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

EXHIBIT "B"

LEGAL DESCRIPTION OF PARCEL 2  
MCQUEEN PROPERTY

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

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

## EXHIBIT "C"

### LEGAL DESCRIPTION OF CITY PROPERTY

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

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

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



**Administration Department**

P. O. Box 900  
Locust Grove, Georgia 30248

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

**Item Coversheet**

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**Item: Resolution for GEFA Loan of \$12 million for Plant Expansion**

**Action Item:**  Yes  No

**Public Hearing Item:**  Yes  No

**Executive Session Item:**  Yes  No

**Advertised Date:** N/A

**Budget Item:** Fund 505/Fund 506 (Water and Sewer Utilities)

**Date Received:** June 13, 2024

**Workshop Date:** June 17, 2024

**Regular Meeting Date:** July 1, 2024

**Discussion:**

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**A RESOLUTION OF THE CITY OF LOCUST GROVE TO BORROW UP TO \$12,000,000 FROM THE CLEAN WATER STATE REVOLVING FUND ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (GEFA) TO FINANCE A PORTION OF THE COSTS TO EXPAND THE LOCUST GROVE INDIAN CREEK WATER POLLUTION CONTROL PLANT (INDIAN CREEK WCPC); TO AUTHORIZE THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE AND DELIVER ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; AND FOR OTHER PURPOSES.**

**Recommendation:**

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**For Discussion prior to final approval July 1, 2024**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF LOCUST GROVE TO BORROW UP TO \$12,000,000 FROM THE CLEAN WATER STATE REVOLVING FUND ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (GEFA) TO FINANCE A PORTION OF THE COSTS TO EXPAND THE LOCUST GROVE INDIAN CREEK WATER POLLUTION CONTROL PLANT (INDIAN CREEK WCPC); TO AUTHORIZE THE MAYOR PRO TEM AND CITY CLERK TO EXECUTE AND DELIVER ANY DOCUMENTS NECESSARY TO CARRY OUT THIS RESOLUTION; AND FOR OTHER PURPOSES.**

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

**WHEREAS**, the City recently received approval by the Environmental Protection Division of Georgia Department of Natural Resources to expand the Indian Creek Water Pollution Control Plant (ICWPCP) from 1.5 million gallons per day to over 3.0 million gallons per day; and,

**WHEREAS**, the current rate of growth in the City is now increasing the load on the ICWPCP to an immediate need for plant expansion within the next 2 years; and,

**WHEREAS**, the City applied to GEFA for a Clean Water State Revolving Fund for a loan in to finance a portion of this needed expansion; and,

**WHEREAS**, the City of Locust Grove has determined to borrow but not to exceed \$12,000,000 from the Clean Water Revolving Fund administered by the Georgia Environmental Finance Authority to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities as attached in the Loan Agreement and the Note for Project Number CW2022009 as attached herein as “**Exhibit A**”; and,

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

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

1. **Authorization.** The City hereby approves and accepts all the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note (as attached hereto and incorporated herein as **Exhibit “A”**).
2. **Documents. Execution. Delivery.** The Mayor Pro Tem and the City Manager are authorized to execute any and all documents which may be necessary to effectuate the load

agreement and this resolution – including as an authorized signatory for drawdown of proceeds under GEFA Programs, subject to approval as to form by the City Attorney.

2. **Recordation/Attestation.** The City Clerk is hereby directed to record this Resolution, declaration, and certification in the official minutes of the City as well serve as an attest and authorized person for drawdown of proceeds under GEFA Programs.

3. **Severability.** To the extent any portion of this Resolution is declared to be invalid, unenforceable, or nonbinding, that shall not affect the remaining portions of this Resolution.

4. **Repeal of Conflicting Provisions.** All City resolutions are hereby repealed to the extent they are inconsistent with this Resolution.

5. **Effective Date.** This Resolution shall take effect immediately.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF LOCUST GROVE, GEORGIA**

\_\_\_\_\_  
**Vincent Williams, Mayor Pro Tem**

**ATTEST:**

\_\_\_\_\_  
**Misty Spurling, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**



**EXHIBIT “A”**

**LOAN AGREEMENT AND PROMISSORY NOTE**

**LOAN/PROJECT NO. CW2022009**

**CLEAN WATER STATE REVOLVING FUND,  
ADMINISTERED BY GEFA,**

**LENDER**

**AND**

**CITY OF LOCUST GROVE,  
BORROWER**

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

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

and

**CITY OF LOCUST GROVE**

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

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**LOAN AGREEMENT**

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## LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated 20\_\_\_\_, by and between **CITY OF LOCUST GROVE**, a Georgia municipality and political subdivision (the "**Borrower**"), whose address for purposes of this Agreement shall be **3644 HIGHWAY 42, LOCUST GROVE, GA 30248**, and the **CITY OF LOCUST GROVE 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 47 Trinity Ave SW, Fifth Floor, Atlanta, Georgia 30303.

**DO NOT  
DATE THIS  
PAGE**

1. **Background** - The Lender desires to loan to the Borrower **TWELVE MILLION DOLLARS AND ZERO CENTS (\$12,000,000)** 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) **JANUARY 1, 2027**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$12,000,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

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

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

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

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

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

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

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

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

(d) The Borrower shall pay the Lender an origination fee for the loan in the amount of one and 50/100 percent (1.50%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

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

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

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

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

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

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

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

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

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

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

(h) There shall be filed with the Lender:

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) The dissolution of the Borrower; or

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

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

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

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

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

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

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

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

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

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

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

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

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **NOVEMBER 1, 2024**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

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

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

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

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

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

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

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

**CITY OF LOCUST GROVE**

Approved as to form:

By: \_\_\_\_\_  
Borrower's Attorney



Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)



Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

Signature: \_\_\_\_\_

Hunter Hill  
Executive Director

(SEAL)



**DESCRIPTION OF THE PROJECT**

**SCOPE OF WORK**

**Recipient: CITY OF LOCUST GROVE**

**Loan Number: CW2022009**

This project will consist of improvements to the wastewater collection system, rehabilitation of the Indian Creek Water Pollution Control Plant, and related appurtenances.

**DESCRIPTION OF THE PROJECT**

**PROJECT BUDGET**

**Recipient: CITY OF LOCUST GROVE**

**Loan Number: CW2022009**

<b>ITEM</b>	<b>TOTAL</b>	<b>CWSRF</b>	<b>LOCAL</b>
Construction	\$17,110,000	\$8,370,000	\$8,740,000
Contingency	1,710,000	1,710,000	-
Engineering & Inspection	1,920,000	1,920,000	-
Administrative/Legal	-	-	-
<b>TOTAL</b>	<b>\$20,740,000</b>	<b>\$12,000,000</b>	<b>\$8,740,000</b>

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

**DESCRIPTION OF THE PROJECT**

**PROJECT SCHEDULE**

**Recipient: CITY OF LOCUST GROVE**

**Loan Number: CW2022009**

<b>ACTION</b>	<b>DATE</b>
Plans & Specs Submitted to EPD	JULY 2025
Bid Opening	SEPTEMBER 2025
Notice to Proceed	OCTOBER 2025
Completion of Construction	SEPTEMBER 2026

**SPECIMEN PROMISSORY NOTE**

**\$12,000,000**

**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 **TWELVE MILLION DOLLARS AND ZERO CENTS (\$12,000,000)**, 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 **TWO AND 85/100 PERCENT (2.85%)**, (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) **JANUARY 1, 2027**, 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 15<sup>th</sup> of the month in which the payment is due.

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

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

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

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

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

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

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

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

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

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

**SIGNED, SEALED, AND DELIVERED** by the undersigned Borrower as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

**CITY OF LOCUST GROVE**

By:       SPECIMEN        
Name:  
Title:

Approved as to form:

Attest:

By:       SPECIMEN        
Borrower's Attorney

By:       SPECIMEN        
Name:  
Title:

**BIDDING AND PRECONSTRUCTION REQUIREMENTS**

**Recipient: CITY OF LOCUST GROVE**

**Loan Number: CW2022009**

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

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

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

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

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

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



**STATE REQUIREMENTS**

**Recipient: CITY OF LOCUST GROVE**

**Loan Number: CW2022009**

None.

**FEDERAL REQUIREMENTS**

**Recipient: CITY OF LOCUST GROVE**

**Loan Number: CW2022009**

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

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

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

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

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

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

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act 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") 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 Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in repayment of the Loan in advance and/or other remedial actions.
13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America (hereinafter "BABA") Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts." In addition, the Borrower will comply with all record keeping and reporting requirements under BABA.

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

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

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

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

**FINANCIAL COVENANTS**

**Recipient: CITY OF LOCUST GROVE**

**Loan Number: CW2022009**

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  
47 Trinity Ave SW  
Fifth Floor  
Atlanta, GA 30334

Ladies and Gentlemen:

As counsel for the **CITY OF LOCUST GROVE** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **CW2022009**, 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

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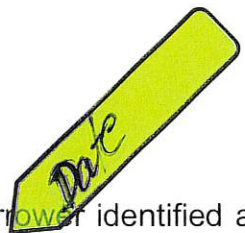
Date



EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF LOCUST GROVE

Loan Number: CW2022009



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.

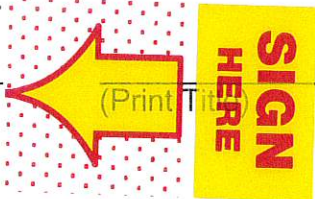
**WHEREAS**, the governing body of the Borrower has determined to borrow but not to exceed **\$12,000,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing 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)

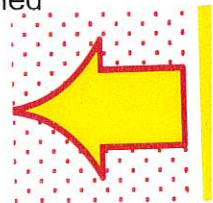
The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Dated: \_\_\_\_\_

(SEAL)

*Patricia*  
Secretary/Clerk

Secretary/Clerk



PROMISSORY NOTE

\$12,000,000

**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 **TWELVE MILLION DOLLARS AND ZERO CENTS (\$12,000,000)**, 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 **TWO AND 85/100 PERCENT (2.85%)**, (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) **JANUARY 1, 2027**, 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 15<sup>th</sup> 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 \_\_\_\_\_, \_\_\_\_\_.

**CITY OF LOCUST GROVE**


Approved as to form:

By: \_\_\_\_\_  
Borrower's Attorney



Signature: \_\_\_\_\_   
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL) 

Attest Signature: \_\_\_\_\_   
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_