GAINESVILLE

Work Session Agenda
Thursday, August 14, 2025, 10:00 AM
The Boathouse at Lake Lanier, (2nd Floor)
3105 Clarks Bridge Road, Gainesville, GA 30506
Mayor or Mayor Pro Tem Presides

DEPARTMENT ISSUES:

Fire

- Resolution: Georgia Emergency Management and Homeland Security Agency Georgia Search and Rescue Team Memorandum of Understanding for 2025-2029 — Brandon Ellis

Water Resources

- Resolution: Authorization to Accept Modifications to GEFA Drinking Water State Revolving Fund Loan — Tracy Robar
- Resolution: Glassmanor Ridge Water Distribution System Improvements Cost Participation — Nick Swafford

CITY MANAGER ISSUES:

MAYOR/COUNCIL ISSUES:

- Ex-Officio Report(s)

CITY ATTORNEY ISSUES:

- Resolution: Acquisition of Land and Easement Rights Needed to Construct the Athens Street Trail Project — Abb Hayes
- Resolution: Authorizing, Approving and Directing the Employment of Certain Law Firm to Represent the City in Potential Litigation Related to PFAS — Abb Hayes

CITY CLERK ISSUES:

EXECUTIVE SESSION:

ADJOURNMENT:

Final: Tuesday, August 12, 2025, 2:20 PM

CITY OF GAINESVILLE

Work Session Agenda Request

Item Created:	June 9, 2025
Date Submitted:	August 7, 2025
Final Approval Date:	August 13, 2025
Presenter:	Brandon Ellis, Fire Chief
Item of Business:	Resolution: Georgia Emergency Management and Homeland Security Agency Georgia Search and Rescue Team Memorandum of Understanding for 2025-2029
Meeting Date:	August 14, 2025

Purpose of Request:
Approval to renew the GSAR agreement between COG and GEMA/HS.

Facts & Issues / History & Background:
Gainesville has been the host task force team for GSAR task force 1 since 2012. We currently cover 26 counties within northeast Georgia with partner agencies including Hall County, Forsyth County, Athens/Clarke County, Habersham County, Union County, White County, Banks County, Rabun and Newton Counties.

Department Recommendation:
Adopt the resolution.

Department Director:
Brandon Ellis

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Georgia Emergency Management and Homeland Security Agency Georgia Search and Rescue Team Memorandum of Understanding for 2025-2029
2. GSAR Agreement 2025-2029
3. Enclosure A

RESOLUTION BR-2025 - ___

Georgia Emergency Management and Homeland Security Agency Georgia Search and Rescue Team Memorandum of Understanding for 2025-2029

WHEREAS, the City of Gainesville is vulnerable to a wide range of natural or man-made disaster/emergencies; and

WHEREAS, the Georgia Emergency Management Act gives local governments of the State of Georgia the authority to make agreements for mutual aid assistance in emergencies and through such agreements to ensure the timely provision of mutual aid assistance and the reimbursement of cost incurred by local governments which render such assistance; and

WHEREAS, the purpose of the Georgia Emergency Management and Homeland Security Agency Memorandum of Agreement is to provide the framework to support mutual assistance in managing an emergency or disaster occurring within any participating parties, that is a participating party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attacks, acts of terrorism, or other significant events of homeland security activity.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville is in support of the Georgia Emergency Management and Homeland Security Agency Memorandum of Agreement hereto attached and authorizes the Mayor and/or City Manager to sign the documents required for the Georgia Emergency Management and Homeland Security Agency Memorandum of Agreement.

Adopted this _____ day of _____, 2025.

_____

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Alisa Grayson, City Clerk

THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY
GEORGIA SEARCH AND RESCUE TEAM (GSAR) #_____
MEMORANDUM OF AGREEMENT

The State of Georgia is vulnerable to a wide range of natural or man-made disasters and emergencies. The Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., gives the State and local governments authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act, the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) has authority to coordinate assistance between local governments during emergencies and to provide available resources, where needed. As part of the aforementioned authority, GEMA/HS created Georgia Search and Rescue (GSAR) teams as special regional response teams comprised of qualified local governmental public safety entities. GEMA/HS supplied teams with appropriate equipment, training, and exercises, enabling each team to assist with GSAR personnel, equipment, facilities, services, supplies, and other resources during an emergency or disaster.

This Memorandum of Agreement (Agreement) is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

A. This Agreement is made and entered into between the participating political subdivisions hereinafter called "Participating Parties" and GEMA/HS (collectively, the “Parties,” and individually, a “Party”). The following terms and expressions will apply:

1. "Agreement" means this Memorandum of Agreement.

2. "Assistance" includes personnel, equipment, facilities, services, supplies, and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.

3. "Assisting Party" means a Participating Party providing assistance pursuant to this Agreement during a disaster or emergency.

4. "Authorized Representative" means a Participating Party's elected or appointed official or employee authorized in writing to request, offer or otherwise provide assistance or an employee of GEMA/HS designated by its Director under the terms of this Agreement.

5. "Participating Parties" means the State of Georgia, the counties and the municipalities of the State of Georgia, and Georgia Search and Rescue team member agencies.

6. "Requesting Party" means a Participating Party which requests assistance pursuant to this Agreement during a disaster or emergency.

B. Any term or expression not defined in this Agreement will have the meaning specified in Georgia Emergency Management Act of 1981, O.C.G.A. § 38-3-1 et seq., and rules

promulgated thereunder, unless used in a context clearly suggesting a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster duly declared by the governing authority of any Participating Party, whether arising from natural disaster, technological hazard, human-caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The guiding principle of this Agreement is the prompt, full, and effective utilization of Participating Party resources, including any resources on hand or available from any governmental entities, to ensure the safety, care and welfare of the people affected by any duly declared emergency or disaster.

Participating Parties accepting grant funds from the United States Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Grant Programs Directorate (GPD) Homeland Security Grant Program have all agreed through the GEMA/HS Grantee-Subgrantee Agreement to be bound by the Special Conditions contained therein. The Special Conditions require the Subgrantee to comply with the terms and conditions of GEMA/HS' Statewide Mutual Aid and Assistance Agreement[1] and to render mutual aid for a suspected or real attack involving the use of weapons of mass destruction or other events as determined by GEMA/HS. The Subgrantee will also sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA deems necessary to assure the Subgrantee fulfills its obligations to render mutual aid.

Through the creation, equipping, training, and exercise of GSAR Teams for use as special regional response teams, GEMA/HS has an expectation these teams will respond at the request of GEMA/HS to an emergency or disaster duly declared by the governing authority of any political subdivision which is a Participating Party, whether arising from a natural disaster, technological hazard, human-caused disaster, civil emergency regarding resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, or other significant events, in accordance within the provisions of this Agreement.

The Chief Executive Officer of the Public Safety entity participating as a member of the GSAR team is responsible for formulation of the appropriate plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

A. Each Participating Party formulates procedures and programs for intergovernmental cooperation during the performance of responsibilities listed in this Agreement.

[1] GEMA/HS' Statewide Mutual Aid and Assistance Agreement is attached as "Enclosure A" to this Agreement.

B. When formulating and executing such plans, each Participating Party shall complete the following:

1. Inventory resources;

2. Establish procedures for loaning and delivery of personnel, equipment, and other material resources; and

3. Establish procedures for reimbursement.

C. Whenever a Participating Party declares a local emergency and such disaster or emergency requires assistance, the authorized representative of the Requesting Party may request assistance from another Participating Party by contacting the GEMA/HS Director. The provisions of this Agreement will only apply to requests for assistance made by and to representatives of authorized GSAR resources and assets. Requests may be verbal or written. If verbal, the request will be confirmed in writing within thirty (30) calendar days of the verbal request. Requests will provide the following information:

1. Description of the GSAR emergency service function needed, including but not limited to search and rescue, fire services, and resource support;

2. Amount and type of personnel, equipment, materials, and supplies needed;

3. Reasonable estimate of time each resource is needed;

4. Specific place and time for staging of Assisting Party's response; and

5. A name, email address, and phone number of the Requesting Party's point of contact at said location.

D. The Assisting Party shall:

1. Maintain daily personnel time records, a log of equipment hours (or miles, if appropriate) and copies of all material records; and

2. Report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid will take necessary action to provide and make available resources covered by this Agreement, in accordance with the terms herein. However, the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for its own political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will fall under operational control of the emergency services authorities of the Requesting Party unless the GEMA/HS Director or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state

of emergency has been declared and will continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI
LIABILITY AND IMMUNITY

A. Pursuant to O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

B. Pursuant to O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

C. It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by law.

ARTICLE VII
RIGHTS AND PRIVILEGES

Pursuant to O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this Agreement and under the authority of O.C.G.A. § 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

Pursuant to O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall reimburse the Assisting Party for any expense incurred in the operation and maintenance thereof which is not covered by insurance. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time

of the rendition of the aid and shall defray the actual travel and maintenance expenses of such employees while they are rendering the aid. Expenses that are to be reimbursed by the Requesting Party shall include the following:

A. Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization, and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties' personnel under the terms of the Georgia Workers Compensation Act. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to paid, volunteer, and auxiliary employees and emergency management workers.

B. Equipment costs, which shall include the fair market federal equipment rate, which includes depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.

C. Material costs upon approval by Requesting Party, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.

D. Meals, lodging, and travel expenses relating to the provision of assistance pursuant to this Agreement shall be reimbursed to the Assisting Party in accordance with the State of Georgia State Travel Policy as issued by the State Accounting Office and the State of Georgia Travel Regulations as issued by the Office of Planning and Budget.

THE ASSISTING PARTY WILL MAINTAIN RECORDS AND SUBMIT INVOICES FOR REIMBURSEMENT TO THE REQUESTING PARTY.

ARTICLE IX
IMPLEMENTATION AND WITHDRAWAL

A. This Agreement will take effect immediately upon its approval and execution by GEMA/HS and the authorized representative of the GSAR team jurisdictions, comprising GSAR Team _____;

B. Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no withdrawal will take effect until thirty (30) days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action will not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

C. Copies of this Agreement will, at the time of approval, be deposited with each of the Participating Parties and with GEMA/HS.

ARTICLE X
THE GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY

GEMA/HS will act as the coordinating entity under this Agreement. Nothing herein will limit any authority of the Governor or the GEMA/HS Director under Articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with actions taken pursuant to such declaration will be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This Agreement will expire on January 31, 2029. Agreement of the Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term will extend the term of this Agreement for four years. Each four-year extension will constitute a separate agreement.

ARTICLE XII
ASSIGNMENT

This Agreement shall not be assigned by any Party to any other party.

ARTICLE XIII
AMENDMENTS

No provision of the Agreement may be amended or waived, except in writing signed by the Party against which enforcement of the amendment or waiver is sought.

ARTICLE XIV
SEVERABILITY

If any provision contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.

ARTICLE XV
THIRD-PARTY BENEFICIARY RIGHTS

The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely to the benefit of the Parties to this Agreement. The provisions of this Agreement are intended only to assist the Parties in determining and performing their obligations under this Agreement.

ARTICLE XVI
WAIVER

The failure of any of the Parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such Party of the right thereafter to insist

upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing and signed by the waiving party.

ARTICLE XVII
VALIDITY

This Agreement will be construed to effectuate the purposes stated in Articles II and III herein. If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and its applicability to other persons and circumstances will not be affected.

ARTICLE XVIII
ENTIRE AGREEMENT

The entire Agreement between the Parties is expressly included herein, and no warranties either expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing, and no change or waiver of any provision hereof shall be valid unless made in writing and executed in the same manner as this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their authority and executed this Agreement on the day and year first above written.

Approved As To Form

_____
Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

City of Gainesville
County/Municipality

_____
W. Samuel Couvillon, Mayor

_____
Date

Attest:_____
Alisa Grayson, City Clerk

_____
Director of GEMA/HS or
Authorized Representative

_____
Date

STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT

County/Municipality: City of Gainesville

The State of Georgia is vulnerable to a wide range of natural and man-made disasters and emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies. Pre-existing agreements for mutual aid assistance in emergencies help to ensure the timely provision of mutual aid assistance and the reimbursement of costs incurred by those parties who render such assistance.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this Agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS). For purposes of this Agreement, the following terms and expressions shall apply:

(1) "Agreement" means this agreement, generally referred to as the "Statewide Mutual Aid Agreement" (SWMAA).

(2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this Agreement during an emergency or disaster.

(3) "Assisting Party" means a party that provides assistance pursuant to this Agreement during an emergency or disaster.

(4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide mutual aid assistance.

(5) "Participating Party" means a county or municipality of the State of Georgia that has become party to this Agreement by its approval and execution of this agreement.

(6) "Participating Parties" means the combination of counties and municipalities that have become parties to this Agreement by their approval and execution of this Agreement.

(7) "Requesting Party" means a party that requests assistance pursuant to this Agreement during an emergency or disaster.

Any term or expression not defined in this Agreement shall have the meaning specified in the Georgia Emergency Management Act, as amended (the Act) and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this Agreement is to:

1. Provide the framework to support mutual assistance in managing an emergency or disaster occurring within any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or homeland security activity; and

2. Identify those persons who are authorized to act on behalf of the Participating Party signing this Agreement as their Authorized Representative(s) concerning the provision of mutual aid resources and requests for mutual aid resources related to any mutual aid assistance sought from another Participating Party, or from or through the State of Georgia. Appendix A of this Agreement shall contain the name(s) of the Participating Party's Authorized Representative for purposes of this Agreement. Appendix A can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix A shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people shall be the underlying principle on which all articles of this Agreement shall be understood.

In the event of a conflict between any provision of this Agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this Agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the Agreement, the director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this Agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this Article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

(1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material; and

(2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party requires mutual aid assistance from another Participating Party and/or the State of Georgia, the Requesting Party may request assistance by:

(1) Contacting the Participating Party who is the owner/operator/employer of the supplies, equipment and/or personnel being sought for mutual aid assistance (the Assisting Party); or

(2) Contacting GEMA/HS to serve as the facilitator of such request for those resources being sought for mutual aid that are owned/operated/employed by Participating Parties (where such Participating Parties have submitted a record of those resources to GEMA/HS for such use); and/or, when such resources being sought for mutual aid are owned/operated/employed directly by the State of Georgia.

The provisions of this Agreement shall only apply to requests for assistance made by an Authorized Representative. Requests may be verbal or in writing. If verbal, the request must be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

(1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue; and

(2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time each will be needed; and

(3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided that it is understood that the Participating Party who is asked to render aid may withhold resources to the extent necessary to meet the current or anticipated needs of the Participating Party's own political subdivision to remain in compliance with such Participating Party's policy, rule or law.

The Assisting Party's mutual aid resources will continue under the command and control of their own

supervisors, but the organizational units will be under the operational control of the emergency services authorities of the Requesting Party unless the Assisting Party approves an alternative.

In the event the Governor should declare a State of Emergency, any and all provisions of this Agreement which may conflict with the declared State of Emergency shall be superseded by the terms and conditions contained within the State of Emergency.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified in accordance with O.C.G.A. § 38-3-35 shall apply in addition to any other immunity provided by statute or case law.

ARTICLE VII
RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII
REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), The Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of

the claim under oath is served by mail or otherwise upon the designated fiscal officer of the Requesting Party. Appendix B of this Agreement shall contain the name(s) of the Participating Party's designated fiscal officer for purposes of this Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. Appendix B can be amended by the authorizing Participating Party as needed with no effect on the entire Agreement. All such amendments to Appendix B shall be done in writing and the Participating Party shall notify GEMA/HS and all other Participating Parties of such amendment within thirty (30) days.

The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid, as well as the actual travel and per diem expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers.

Expenses to be reimbursed by the Requesting Party shall include the following:

(1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act; and

(2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced; and

(3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party; and

(4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this Agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX
IMPLEMENTATION

This Agreement shall become operative immediately upon its approval and execution by GEMA/HS and any two political subdivisions of this State; thereafter, this Agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

Any Participating Party may withdraw from this Agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

Copies of this Agreement shall, at the time of their approval, be deposited with each of the respective Participating Parties and with GEMA/HS.

ARTICLE X
TERM OF AGREEMENT

This Agreement, once executed, is valid until March 1, 2028. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XI
VALIDITY

If any provision of this Agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this Agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

APPROVED AS TO FORM:

Abbott S. Hayes, Jr., City Attorney

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

Agreed:

W. Samuel Couvillon

Chief Executive Officer - Signature

W. Samuel Couvillon, Mayor

Chief Executive Officer – Print Name

County/Municipality: City of Gainesville

Thomas Moore (Aug 29, 2024 18:37 EDT)

Denise O. Jordan

Attest: Denise O. Jordan, City Clerk

Date: 6 / 4 / 2024

Thomas Moore (Aug 29, 2024 18:37 EDT)

GEMA/HS Director – Signature

Thomas Moore

GEMA/HS Director – Print Name

Date: 29/08/2024 /

APPENDIX A
AUTHORIZED REPRESENTATIVE

The below named individual(s), in addition to the chief executive officer, is/are the "Authorized Representative(s)" for City of Gainesville (county/municipality), and are authorized to request, offer, or otherwise provide and coordinate mutual aid assistance on behalf of the above-named county/municipality:

Bryan Lackey — City Manager
Print Name — Job Title/Position

Signature of Above Individual

Brandon Ellis — Fire Chief
Print Name — Job Title/Position

Signature of Above Individual

Jay Parrish — Police Chief
Print Name — Job Title/Position

Signature of Above Individual

Chief Executive Officer - Signature — Date: 6 / 4 / 2024

W. Samuel Couvillon, Mayor
Chief Executive Officer – Print Name

APPENDIX B
DESIGNATED FISCAL OFFICER(S)

The below named individual(s) is/are the "designated fiscal officer(s)" for City of Gainesville (county/municipality) for the purpose of reimbursement sought for mutual aid:

Jeremy Perry	Chief Financial Officer
Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

Print Name	Job Title/Position

Signature of Above Individual

Date: 6 / 4 / 2024

Chief Executive Officer - Signature

W. Samuel Couvillon, Mayor
Chief Executive Officer – Print Name

CITY OF GAINESVILLE

Work Session Agenda Request

Item Created:	July 18, 2025
Date Submitted:	July 18, 2025
Final Approval Date:	August 13, 2025
Presenter:	Tracy Robar, Engineering and Construction Division Manager
Item of Business:	Resolution: Authorization to Accept Modifications to GEFA Drinking Water State Revolving Fund Loan
Meeting Date:	August 14, 2025

Purpose of Request:
This request is for Council to sign a resolution authorizing acceptance of a no-cost modification to the current Georgia Environmental Finance Authority (GEFA) Drinking Water State Revolving Fund loan DW2020-032. Due to continued electronics supply chain delays, the City has requested the additional time to fully spend the loan amount of $10,000,000.

Facts & Issues / History & Background:
Time was previously extended on the original loan DW2020-032 in 2023, also due to supply chain issues. GEFA is very understanding of the supply chain problems, and they have offered to extend the loan period again, at no cost to the City.

Department Recommendation:
The Department of Water Resources recommends approval of the resolution.

Department Director:
Linda MacGregor

If funding is involved, are funds approved within the current budget? No

Amount Requested: None required **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Authorization to Accept Modifications to GEFA Drinking Water State Revolving Fund Loan
2. Exhibit A: Original GEFA Loan DW2020-032
3. Exhibit B: Requested 2nd Modification - GEFA Loan DW2020-32

RESOLUTION BR-2025 - ___

AUTHORIZATION TO ACCEPT MODIFICATIONS TO GEFA DRINKING WATER STATE REVOLVING FUND LOAN

WHEREAS, the City of Gainesville owns and operates a water treatment and distribution system serving a large portion of Hall County; and

WHEREAS, this system requires maintenance in the form of capital improvements; and

WHEREAS, this system requires expansion to serve new customers; and

WHEREAS, this system requires improvement to meet new requirements, to incorporate new technology, to increase efficiency, and to reduce operating costs; and

WHEREAS, funds are available from the Georgia Environmental Finance Authority (GEFA) under the Drinking Water State Revolving Fund (DWSRF) program to construct improvement, expansion, and maintenance projects to the water and wastewater systems; and

WHEREAS, this DWSRF loan program carries a lower interest rate on the debt amount as compared to the interest rate on funds received through issuance of water and sewer revenue bonds; and

WHEREAS, the governing body for the City of Gainesville (the "Borrower") has previously determined to borrow an amount not to exceed $10,000,000 from the DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the “Lender"), Loan Number DW2020-032, to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit C 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 loans made pursuant to the Loan Agreements are evidenced by a Promissory Note (the “Note”) of the Borrower, the form of which has been presented to this meeting; and

WHEREAS, the Borrower and Lender wish to modify the Loan Agreements by Modifications presented at this meeting to extend the maturity dates as set forth in said Modifications.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves the Modification to the Loan Agreement and authorizes the Mayor, City Manager, and/or the City Attorney to execute the Modification to the Loan Agreement and all other such documents as may be necessary to effectuate the provisions of this Modification.

Adopted this _____ day of _____, 2025.

_____

W. Samuel Couvillon, Mayor

RESOLUTION BR-2025 - ___

AUTHORIZATION TO ACCEPT MODIFICATIONS TO GEFA DRINKING WATER STATE REVOLVING FUND LOAN

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____

Alisa Grayson, City Clerk

Georgia Environmental Finance Authority

Brian P. Kemp
Governor

Kevin Clark
Executive Director

May 14, 2021

Mr. Myron Bennett
Engineering and Construction Manager
City of Gainesville
757 Queen City Pkwy SW
Gainesville, GA 30501

Re: Loan Agreement for Loan No. DW2020032

Dear Mr. Bennett:

Enclosed is the executed loan agreement between the city of Gainesville and the Georgia Environmental Finance Authority.

Included are 10 loan draw forms. Loan draw requests will only be accepted on these forms. Additional forms are available at www.gefa.georgia.gov/loan-documents. If you have contracted with an engineering firm, regional commission, or other consultant to complete your loan draws, please ensure that the consultant receives the forms.

The 1 percent origination fee will be withdrawn from your account by July 15, 2021. You will receive a billing statement prior to the withdrawal.

We are pleased to assist you with financing for this project. Should you or your staff have questions, please contact us at 404-584-1000.

Sincerely,

Kevin Clark

KC:ac

Enclosures

233 Peachtree St NE | Ste 900
Atlanta, GA 30303

P: 404-584-1000 | F: 404-584-1069
gefa.georgia.gov

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

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

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this **"Agreement"**) dated May 14, 20 21, by and between **CITY OF GAINESVILLE**, a Georgia public body corporate and politic (the **"Borrower"**), whose address for purposes of this Agreement shall be **757 QUEEN CITY PKWY SW, GAINESVILLE, GA 30501**, and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the **"Lender"**), whose address for purposes of this Agreement shall be 233 Peachtree St, NE, Peachtree Center-Harris Tower, Ste 900, Atlanta, GA 30303-1506.

1. **Background** - The Lender desires to loan to the Borrower **TEN MILLION DOLLARS AND ZERO CENTS ($10,000,000)** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the **"Fund"**) to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the **"Project"**). The Environmental Protection Division (**"EPD"**) of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by the Borrower's engineer (the **"Engineer"**), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

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

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **SEPTEMBER 1, 2023**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **$10,000,000** 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 percent (1%) of the maximum amount of the Loan, payable on the dates specified by the Lender on not less than thirty (30) days written advance notice.

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

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

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

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

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

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

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

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

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

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

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

(h) There shall be filed with the Lender:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) The dissolution of the Borrower; or

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 5, 2021**. At such time as the Lender is no longer obligated under this Agreement to make any further advances under the Loan and all principal, interest, or other amounts owing with respect to the Loan and hereunder have been finally and irrevocably repaid by the Borrower to the Lender, this Agreement shall terminate.

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

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

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

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

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

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

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

CITY OF GAINESVILLE

Approved as to form:

By:_____
Borrower's Attorney

Signature:_____

Print Name: Bryan Lackey

Title: City Manager

(SEAL)

Attest Signature: Denise O. Jordan

Print Name: Denise O. Jordan

Title: City Clerk

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

Signature:_____
Kevin Clark
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF GAINESVILLE**

Loan Number: **DW2020032**

This project will upgrade the Lakeside Water Treatment Plant, upgrade the Riverside Water Treatment Plant, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: **CITY OF GAINESVILLE**

Loan Number: **DW2020032**

ITEM	TOTAL	DWSRF
Construction	$9,380,000	$9,380,000
Contingency	500,000	500,000
Engineering & Inspection	100,000	100,000
Administrative/Legal	20,000	20,000
TOTAL	**$10,000,000**	**$10,000,000**

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

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: **CITY OF GAINESVILLE**

Loan Number: **DW2020032**

ACTION	DATE
Plans & Specs Submitted to EPD	JANUARY 2021
Bid Opening	MARCH 2021
Notice to Proceed	APRIL 2021
Completion of Construction	MAY 2023

SPECIMEN PROMISSORY NOTE

$10,000,000

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TEN MILLION DOLLARS AND ZERO CENTS ($10,000,000)**, 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 **ZERO AND 13/100 PERCENT (0.13%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

(SEAL)

CITY OF GAINESVILLE

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 GAINESVILLE**

Loan Number: **DW2020032**

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 GAINESVILLE**

Loan Number: **DW2020032**

None.

FEDERAL REQUIREMENTS

Recipient: **CITY OF GAINESVILLE**

Loan Number: **DW2020032**

1. The Borrower covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. The Borrower further covenants that the Project will be constructed in compliance with State of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. The Borrower will comply with all federal and State of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.

2. The Borrower covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. The Borrower agrees to submit to the Lender copies of any audit prepared and filed pursuant to the requirements of this Section.

3. It is the policy of the Lender to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under the Lender. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to the Lender, with copy to the Borrower within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:

   a) including qualified small and minority and women's businesses on solicitation lists;
   b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
   c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
   d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
   e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
   f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

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

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

5. The Borrower shall insert in full in any contract in excess of $2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."

6. Borrower certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Borrower, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

8. The Borrower will not discriminate against any employee or applicant for employment because of a disability. The Borrower will comply with section 504 of the Rehabilitation Act of 1973.

9. Reserved.

10. The Borrower will comply with all federal requirements outlined in the 2014 Appropriations Act and related Drinking Water State Revolving Fund Policy Guidelines, which the Borrower understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Borrower has requested from the Lender and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the Lender has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

11. Reserved.

12. The Borrower will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or the Lender such as performance indicators of program deliverables, information on costs and project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.

13. The Borrower shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "American Iron and Steel Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."

14. The Borrower will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, borrowers must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.

15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Borrower who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms

that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

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

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

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

FINANCIAL COVENANTS

Recipient: **CITY OF GAINESVILLE**

Loan Number: **DW2020032**

None.

HULSEY, OLIVER & MAHAR, LLP

EST. 1914

ATTORNEYS AT LAW

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

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

OF COUNSEL

JAMES E. MAHAR, JR.
(Practice Limited To
Mediation And Arbitration)
JANE A. RANGE
CHRISTOPHER J. WALKER, III
MADELINE S. WIRT

OPINION OF BORROWER'S COUNSEL

April 28, 2021

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

Ladies and Gentlemen:

As counsel for the **CITY OF GAINESVILLE** (the "Borrower"), I have examined duly executed originals of the Loan Agreement (the "Loan Agreement"), Loan/Project No. **DW2020032,** between the Borrower and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), the related Promissory Note (the "Note") of the Borrower, the proceedings taken by the Borrower to authorize the Loan Agreement and the Note (collectively, the "Credit Documents"), and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion, and based upon such examination, I am of the opinion, as of the date hereof, that:

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

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

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

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

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

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

(i) the due authorization, execution, and delivery of the Credit Documents by the Lender; and

(ii) that the Credit Documents constitute the binding obligations of the Lender and that the Lender has all requisite power and authority to perform its obligations thereunder.

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

Very truly yours,

Signature

Abbott S. Hay, Jr.

Printed Name

4-28-21

Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: **CITY OF GAINESVILLE**

Loan Number: **DW2020032**

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 20th day of April 2021, the following resolution was introduced and adopted.

WHEREAS, the governing body of the Borrower has determined to borrow but not to exceed **$10,000,000** from the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Borrower and the Lender, the form of which has been presented to this meeting; and

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

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

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

_____ City Manager
(Signature of Person to Execute Documents) (Print Title)

Denise O. Jordan
_____ City Clerk
(Signature of Person to Attest Documents) Deputy City Clerk (Print Title)

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

Dated: April 30, 2021

Denise O. Jordan
Secretary/Clerk

(SEAL)

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

RESOLUTION BR-2021-22

AUTHORIZATION TO ACCEPT GEFA CLEAN WATER STATE REVOLVING FUND LOANS AND DRINKING WATER STATE REVOLVING FUND LOANS

WHEREAS, the City of Gainesville owns and operates a water treatment and distribution system serving a large portion of Hall County; and

WHEREAS, the City of Gainesville owns and operations a wastewater collection and treatment system that serves Gainesville and a portion of Oakwood and Hall County; and

WHEREAS, these systems require maintenance in the form of capital improvements; and

WHEREAS, these systems require expansion to serve new customers; and

WHEREAS, these systems require improvements to meet new requirements, to incorporate new technology, to increase efficiency, and to reduce operating costs; and

WHEREAS, funds are available from the Georgia Environmental Finance Authority (GEFA) under the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) programs to construct improvement, expansion, and maintenance projects to the water and wastewater systems; and

WHEREAS, these CWSRF and DWSRF loan programs carry a lower interest rate on the debt amount as compared to the interest rate on funds received through issuance of water and sewer revenue bonds; and

WHEREAS, the governing body for the City of Gainesville (the "Borrower") has determined to borrow an amount not to exceed $28,000,000 from the CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender"), Loan Number CW2020022, 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 governing body for the City of Gainesville (the "Borrower") has determined to borrow an amount not to exceed $22,500,000 from the CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender"), Loan Number CW2020023, to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit B 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 governing body for the City of Gainesville (the "Borrower") has determined to borrow an amount not to exceed $10,000,000 from the DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender"), Loan Number DW2020032, to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit C to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement

RESOLUTION BR-2021-22

AUTHORIZATION TO ACCEPT GEFA CLEAN WATER STATE REVOLVING FUND LOANS AND DRINKING WATER STATE REVOLVING FUND LOANS

(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 loans made pursuant to the Loan Agreements 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, that the governing body for the City of Gainesville hereby authorizes staff to proceed with obtaining one or more CWSRF and DWSRF loans with a maximum total indebtedness of Sixty Million Five Hundred Thousand Dollars ($60,500,000).

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville has approved and authorized the forms, terms, and conditions and the execution, delivery, and performance of the Loan Agreement and the Note.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes staff to accept one or more loans with a maximum total indebtedness as noted above.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville asserts 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 for the City of Gainesville designates and authorizes the Mayor or the City Manager, to execute and deliver, and the City Clerk to attest, the Loan Agreement, the Note, and any related documents necessary to the consummation of the transactions contemplated by the Loan Agreement with the approval as to form of the City Attorney.

Adopted this 20th day of April, 2021.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE GEORGIA CHARTERED 1821

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF GAINESVILLE

Loan Number: CW2020022

This project will install force main, gravity sewer, a stormwater detention pond, pump stations, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF GAINESVILLE

Loan Number: CW2020022

ITEM	TOTAL	CWSRF
Construction	$24,300,000	$24,300,000
Contingency	1,000,000	1,000,000
Engineering & Inspection	2,500,000	2,500,000
Administrative/Legal	200,000	200,000
TOTAL	**$28,000,000**	**$28,000,000**

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

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF GAINESVILLE

Loan Number: CW2020022

ACTION	DATE
Plans & Specs Submitted to EPD	APRIL 2021
Bid Opening	JUNE 2021
Notice to Proceed	AUGUST 2021
Completion of Construction	JANUARY 2024

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF GAINESVILLE

Loan Number: CW2020023

This project will upgrade the Flat Creek Water Reclamation Facility and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF GAINESVILLE

Loan Number: CW2020023

ITEM	TOTAL	CWSRF
Construction	$19,450,000	$19,450,000
Contingency	2,000,000	2,000,000
Engineering & Inspection	1,000,000	1,000,000
Administrative/Legal	50,000	50,000
TOTAL	**$22,500,000**	**$22,500,000**

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

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF GAINESVILLE

Loan Number: CW2020023

ACTION	DATE
Plans & Specs Submitted to EPD	FEBRUARY 2021
Bid Opening	APRIL 2021
Notice to Proceed	MAY 2021
Completion of Construction	JANUARY 2023

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF GAINESVILLE

Loan Number: DW2020032

This project will upgrade the Lakeside Water Treatment Plant, upgrade the Riverside Water Treatment Plant, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF GAINESVILLE

Loan Number: DW2020032

ITEM	TOTAL	DWSRF
Construction	$9,380,000	$9,380,000
Contingency	500,000	500,000
Engineering & Inspection	100,000	100,000
Administrative/Legal	20,000	20,000
TOTAL	**$10,000,000**	**$10,000,000**

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

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

Recipient: CITY OF GAINESVILLE

Loan Number: DW2020032

ACTION	DATE
Plans & Specs Submitted to EPD	JANUARY 2021
Bid Opening	MARCH 2021
Notice to Proceed	APRIL 2021
Completion of Construction	MAY 2023

Form **8038-G** (Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name
CITY OF GAINESVILLE

2 Issuer's employer identification number (EIN)
58-6000581

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)

3b Telephone number of other person shown on 3a

4 Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
757 QUEEN CITY PKWY SW

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
GAINESVILLE, GA 30501

7 Date of issue
5/14/2021

8 Name of issue
Loan Agreement w/Georgia Environmental Finance Authority (GEFA) DW2020032

9 CUSIP number
NONE

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Jeremy S. Perry / CFO

10b Telephone number of officer or other employee shown on 10a
770-535-6898

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	10,000,000
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9/1/2043	$ 10,000,000	$ 10,000,000	10.08 years	0.13 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	0
23	Issue price of entire issue (enter amount from line 21, column (b))			23	10,000,000
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	0		
25	Proceeds used for credit enhancement	25	0		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	0		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0		
29	Total (add lines 24 through 28)			29	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	10,000,000

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions. Cat. No. 63773S Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY)		
c	Enter the EIN of the issuer of the master pool bond ▶		
d	Enter the name of the issuer of the master pool bond ▶		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐		
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶		
c	Type of hedge ▶		
d	Term of hedge ▶		
42	If the issuer has superintegrated the hedge, check box ▶ ☐		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY)		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative — Date: 04/27/2021 — Type or print name and title: Jeremy S. Peppi / CFO

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
   - A computer or mobile device with internet access
   - A current web browser that includes 128-bit encryption
   - Software capable of viewing and printing PDF files
   - A valid email address

Request for Paper Copies: Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

Legal Effect: Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

Consent Acknowledgment: By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

Electronic Signature:

- Signer's Full Legal Name: _____
- Electronic Signature: _____
- Date: _____

Loan/Project No. DW2020032
Assistance Listing Number (ALN): # 44.468

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

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

and

CITY OF GAINESVILLE

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

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

Loan/Project No. DW2020032

SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT

THIS SECOND MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT (this "**Second Modification**") dated _____, 20 _____, by and between CITY OF GAINESVILLE, a Georgia public body corporate and politic (the "Borrower"), and the DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORI..., a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated MAY 14, 2021, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Second Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated April 30, 2021, as amended prior to the date hereof (as so amended, the "Note").

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

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

Statement of Terms

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

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) June 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"**).

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

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) June 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 **$**10,000,000 which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

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

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

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

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

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

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the

resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

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

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

Approved as to form:

By:_____
Borrower's Attorney

Signature:_____

Print Name:_____

Title:_____

(SEAL)

Attest Signature:_____

Print Name: _____

Title: _____

Signature:_____
Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: CITY OF GAINESVILLE

Loan Number: DW2020032

This project will upgrade the Lakeside Water Treatment Plant, upgrade the Riverside Water Treatment Plant, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF GAINESVILLE

Loan Number: DW2020032

ITEM	TOTAL	DWSRF			
Construction	$9,380,000	$9,380,000			
Contingency	$500,000	$500,000			
Engineering/Inspection	$100,000	$100,000			
Administrative/Legal	$20,000	$20,000			
TOTAL	$10,000,000	$10,000,000	$0	$0	$0

*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 GAINESVILLE

Loan Number: DW2020032

ACTION	DATE
Plans and Specifications submitted to EPD	JANUARY 2021
Bid Opening	MARCH 2021
Notice to Proceed	APRIL 2021
Completion of Construction	FEBRUARY 2027

EXHIBIT E

OPINION OF BORROWER'S COUNSEL

(Please furnish this form on Attorneys Letterhead)

Date

DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
47 Trinity Ave SW
Fifth Floor
Atlanta, GA 30334-9006

Ladies and Gentlemen:

A legal opinion from HULSEY, OLIVER, & MAHAR, LLP was delivered to you, dated APRIL 28, 2021 (the "Closing Opinion), relating to the Loan Agreement (the "Loan Agreement"), dated MAY 14, 2021 between CITY OF GAINESVILLE (the "Borrower") and the DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender"), and the Promissory Note (the "Note"), dated April 30, 2021, of the Borrower. A legal opinion from HULSEY, OLIVER, $ MAHAR, LLP was also delivered to you dated MARCH 21, 2023 relating to the modification of Promissory Note and Loan Agreement dated MARCH 31, 2023. As counsel for the Borrower, I have examined the original of the Second Modification of Promissory Note and Loan Agreement (the "Second Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Second Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the second modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Second Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

_____
Signature

_____
Printed Name

_____
Date

EXHIBIT F

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF GAINESVILLE

Loan Number: DW2020032

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 Borrower has borrowed **$**10,000,000 from the DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated MAY 14, 2021, between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated April 30, 2021, of the Borrower; and

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

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

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

_____ _____
(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.

Date: _____ _____
(SEAL) Secretary/Clerk

CITY OF GAINESVILLE

Work Session Agenda Request

Item Created:	July 30, 2025
Date Submitted:	July 30, 2025
Final Approval Date:	August 13, 2025
Presenter:	Nick Swafford, Civil Engineer III Perm Service Manager
Item of Business:	Resolution: Glassmanor Ridge Water Distribution System Improvements Cost Participation
Meeting Date:	August 14, 2025

Purpose of Request:
Approval from the governing body of the City of Gainesville for a water main extension cost participation resolution.

Facts & Issues / History & Background:
The Property Owner, Gillsville Investment, LLC, of 2242 Gaines Mill Road and 2579 Gillsville Highway (aka tax parcels 15022 C000010 and 15023 000014), wishes to connect to the City of Gainesville's water distribution system in order to serve a proposed residential development. An extension of approximately 700 linear feet of the existing 12-inch water main on Gillsville Highway as well as a new 8-inch water main interconnection of approximately 500 linear feet to the existing water system within the Heritage Pointe neighborhood is required to improve water system functionality and redundancy. The developer has requested the City participate in the cost of said water system improvements and has provided an itemized cost estimate generated by their utility contractor.

Department Recommendation:
Approve the water main extension cost participation resolution.

Department Director:
Linda MacGregor

If funding is involved, are funds approved within the current budget? Yes

Amount Requested:
$208,007.50

Sources of Funds: Department of Water Resources Capital Projects Fund

Finance Comments:

Administrative Comments:

Attachments:
1. Resolution: Glassmanor Ridge Water Distribution System Improvements Cost Participation
2. Attachment A
3. Location Map

RESOLUTION BR-2025 - ___

GLASSMANOR RIDGE WATER DISTRIBUTION SYSTEM IMPROVEMENTS COST PARTICIPATION

WHEREAS, the City of Gainesville owns and operates a water distribution system; and

WHEREAS, Gainesville Department of Water Resources (GDWR) wishes to expand and improve its existing water distribution system to serve additional properties within the City limits; and

WHEREAS, the Property Owner Gillsville Investment, LLC, located on parcels 15022 C000010 and 15023 000014 (aka 2242 Gaines Mill Road and 2579 Gillsville Highway), wishes to connect to the City of Gainesville water system; and

WHEREAS, a larger diameter water main and water system interconnect with an adjoining residential neighborhood is required before connection to the Gainesville water distribution system is possible; and

WHEREAS, the property owner has requested the City consider participating in the cost of said water main distribution system expansion; and

WHEREAS, the developer**,** McKinley Homes, awarded a bid to Benchmark Excavating, Inc for construction of an approximately 700 LF extension of a 12-inch DIP water main and approximately 500 LF of an 8-inch DIP water main interconnect as shown on attached "Attachment A", for a total cost of $416,015.00; and

WHEREAS, DWR staff has reviewed said request and concurs with the reasonable nature of the request.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby authorizes reimbursement to Gillsville Investment, LLC in an amount not to exceed $208,007.50. Said reimbursement shall be completed within sixty (60) days of final inspection and approval by City staff of said water system distribution facilities.

BE IT FURTHER RESOLVED THAT said expenditure shall be paid from the Department of Water Resources Capital Projects Fund.

BE IT FURTHER RESOLVED THAT the Mayor, City Manager and/or City Attorney are authorized to execute all documents necessary to complete this agreement.

Adopted this _____ day of _____, 2025.

_____

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

RESOLUTION BR-2025 - ___

GLASSMANOR RIDGE WATER DISTRIBUTION SYSTEM IMPROVEMENTS COST PARTICIPATION

ATTEST:

_____

Alisa Grayson, City Clerk

benchmark
excavating, inc.

GLASSMANOR WATER EXTENSION

7/17/2025
PLANS DATED: 07/11/2025

Water System (GILLSVILLE HIGHWAY)					$ 319,885.00
DAYLIGHT UTILITIES - VAC TRUCK	4	DY	$ 4,250.00	$ 17,000.00	
TRAFFIC CONTROL - UTILITIES	3	DY	$ 2,125.00	$ 6,375.00	
UTILITY EXPLORATION	2	DY	$ 3,650.00	$ 7,300.00	
SAWCUT - ASPHALT	160	LF	$ 12.50	$ 2,000.00	
STEEL ROAD PLATES	6	EA	$ 350.00	$ 2,100.00	
6" INSERTA VALVES	2	EA	$ 17,255.00	$ 34,510.00	
6" DIP CL350	80	LF	$ 62.00	$ 4,960.00	
8" DIP CL350	80	LF	$ 76.00	$ 6,080.00	
12" DIP CL350 (NON ZINC COATED)	700	LF	$ 144.00	$ 100,800.00	
6" BACK TAP	1	EA	$ 5,940.00	$ 5,940.00	
6" JACK & BORE COMPLETE	60	LF	$ 455.00	$ 27,300.00	
8" JACK & BORE COMPLETE	60	LF	$ 730.00	$ 43,800.00	
CONNECT TO EX 12" TERMINATION	1	EA	$ 1,450.00	$ 1,450.00	
WARNING TAPE	1	ROLL	$ 165.00	$ 165.00	
6" MEGALUGS	1	EA	$ 175.00	$ 175.00	
8" BENDS	4	EA	$ 385.00	$ 1,540.00	
8" MEGALUGS	9	EA	$ 225.00	$ 2,025.00	
12" BENDS	2	EA	$ 960.00	$ 1,920.00	
12" MEGALUGS	8	EA	$ 340.00	$ 2,720.00	
12 X 6" TEES	1	EA	$ 1,020.00	$ 1,020.00	
12 X 8" TEES	1	EA	$ 1,020.00	$ 1,020.00	
FIRE HYDRANT COMPLETE 12"	2	EA	$ 9,600.00	$ 19,200.00	
12" GATE VALVE COMPLETE	1	EA	$ 8,400.00	$ 8,400.00	
12" PLUG W/ DEADMAN (STANDARD TERMINATION)	1	EA	$ 7,350.00	$ 7,350.00	
1" TEST COCK	1	EA	$ 895.00	$ 895.00	
#57 STONE - GENERAL USE	40	TN	$ 50.00	$ 2,000.00	
THRUST BLOCKING	16	CY	$ 525.00	$ 8,400.00	
TESTING	860	LF	$ 1.75	$ 1,505.00	
CHLORINATION	860	LF	$ 2.25	$ 1,935.00	
1" RESIDENTIAL SERVICES		EXCLUDED		$ -	

*REMOVAL OF TRENCH ROCK OR UNSUITABLES IS EXCLUDED FROM THIS PROPOSAL.

Water System (LILAC CREEK TRAIL EXTENSION)					$ 96,130.00
8X8X8 TAPPING SLEEVE & VALVE	1	EA	$ 9,625.00	$ 9,625.00	
WET TAP	1	EA	$ 1,400.00	$ 1,400.00	
8" DIP CL350	580	LF	$ 76.00	$ 44,080.00	
JACK & BORE COMPLETE	50	LF	$ 550.00	$ 27,500.00	

benchmark
excavating, inc.

GLASSMANOR WATER EXTENSION

7/17/2025

PLANS DATED: 07/11/2025

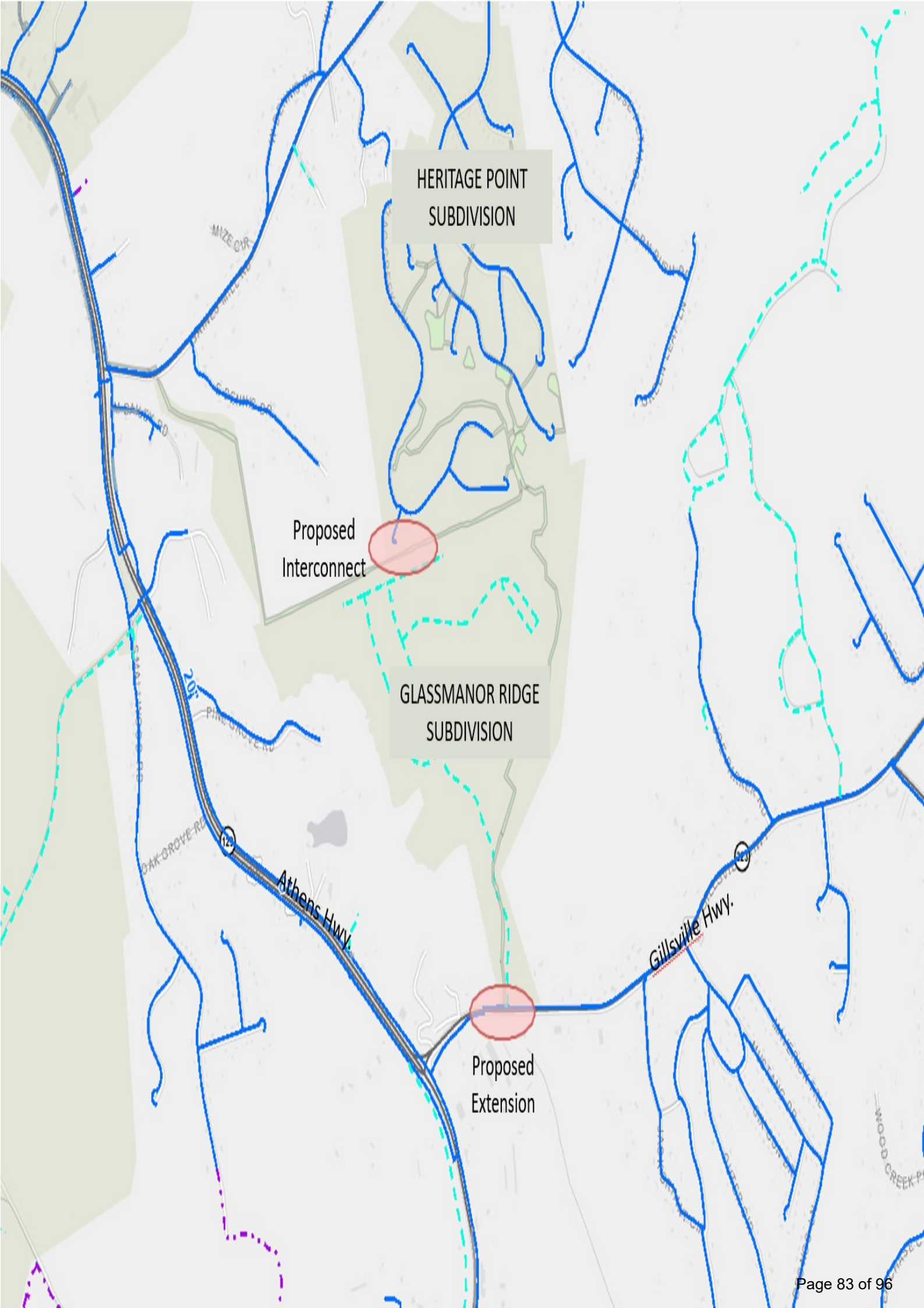
8" BENDS	6	EA	$ 625.00	$ 3,750.00
8" MEGALUGS	12	EA	$ 225.00	$ 2,700.00
8" GATE VALVE	1	EA	$ 4,125.00	$ 4,125.00
TIE TO EXISTING GLASSMANOR STUB	1	EA	$ 1,210.00	$ 1,210.00
TESTING & CHLORINATION	580	LF	$ 3.00	$ 1,740.00

*REMOVAL OF TRENCH ROCK OR UNSUITABLES IS EXCLUDED FROM THIS PROPOSAL.

Unit & Hourly Rates:

HAUL OFF SUITABLE MATERIAL	1	CY	$ 21.50
HAUL OFF TOPSOIL/UNSUITABLE MATERIAL	1	CY	$ 26.50
MASS ROCK - BLAST & WASTE ONSITE	1	CY	$ 38.00
HAMMER ROCK - HAMMER & WASTE ONSITE	1	HR	$ 500.00
TRENCH ROCK - BLAST & WASTE ONSITE	1	CY	$ 95.00
#57 STONE FOR TRENCH OVERBLAST ZONE	1	LF	$ 35.00
UNDERCUT & HAUL WASTE ONSITE	1	CY	$ 6.85
REPLACE UNDERCUT WITH ONSITE MATERIAL	1	CY	$ 4.35
RIP & RECOMPACT SUBGRADE	1	SF	$ 0.35
#34 STONE - GENERAL USE	1	TN	$ 50.00
#57 STONE - GENERAL USE	1	TN	$ 50.00
GAB - GENERAL USE	1	TN	$ 45.00
200 LB CONSTRUCTION FABRIC	1	SY	$ 5.00
LARGE TRACK EXCAVATOR	1	HR	$ 350.00
SMALL TRACK EXCAVATOR	1	HR	$ 300.00
BULLDOZER	1	HR	$ 300.00
OFF ROAD DUMP TRUCK	1	HR	$ 350.00
SWEEPER TRACTOR	1	HR	$ 150.00
WATER TRUCK	1	HR	$ 150.00
SKID STEER	1	HR	$ 150.00
COMPACTOR	1	HR	$ 150.00
TANDEM DUMP TRUCK	1	HR	$ 125.00

**Equipment rates are based on a 3 hour minimum*


HERITAGE POINT
SUBDIVISION
Proposed
Interconnect
GLASSMANOR RIDGE
SUBDIVISION
Athens Hwy.
Gillsville Hwy.
Proposed
Extension

CITY OF GAINESVILLE

Work Session Agenda Request

Item Created:	August 5, 2025
Date Submitted:	August 5, 2025
Final Approval Date:	August 13, 2025
Presenter:	Abb Hayes, City Attorney
Item of Business:	Resolution: Acquisition of Land and Easement Rights Needed to Construct the Athens Street Trail Project
Meeting Date:	August 14, 2025

Purpose of Request:
Authorize the City Manager, City Attorney and other agents of the City to sign documents necessary to effectuate the construction of the Athens Street Sidewalks/Trail Project.

Facts & Issues / History & Background:
The City received a federal grant of $2.2 million for the design & construction of the sidewalks.

Department Recommendation:
Adopt the resolution.

Department Director:
Bryan Lackey

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:
1. Resolution: Acquisition of Land and Easement Rights Needed to Construct the Athens Street Trail Project
2. Exhibit A

RESOLUTION BR-2025 - ___

ACQUISITION OF LAND AND EASEMENT RIGHTS NEEDED TO CONSTRUCT THE ATHENS STREET TRAIL PROJECT

WHEREAS, the City of Gainesville has determined that it is necessary and in the public interest to acquire certain tracts of land and easement as part of a Project known as the Athens Street Trail Project (the "Project"), immediately and without delay, said Project and the swift construction of said Project being in the public interest of the citizens of the City of Gainesville; and

WHEREAS, Article 9, Section 2, Paragraph 5 of the Georgia Constitution authorizes municipalities to exercise the power of eminent domain for any public purpose; and

WHEREAS, the Project is for public transportation purposes involving the construction and maintenance of a safe and efficient trail for pedestrian and bicycle traffic on Athens Street as shown on Exhibit "A" attached hereto and incorporated herein by reference. Construction of the Project is necessary to construct a continuous and uninterrupted route of pedestrian travel and bicycle travel for use by the general public. In order to maintain the projected schedule of Project construction, all required right-of-way and easements should be acquired without delay; and

WHEREAS, the Project and the land and easements needed to construct the Project are located in the City of Gainesville in Hall County, Georgia, and located on the route shown on Exhibit "A", and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED, and it is resolved, the City of Gainesville finds that the Project to construct the Athens Street Trail Project is necessary to serve a public transportation purpose, and in furtherance of that public purpose the City has determined to use its power of eminent domain to acquire certain property rights necessary for Project construction as shown on Exhibit "A" by negotiation and sale, or through the condemnation process in the event that the necessary property rights cannot be acquired by voluntary negotiation and sale. The acquisition procedure shall proceed under Title 32 of the Official Code of Georgia, as the Project is for a transportation purpose and the schedule of completion requires acquisition of all parcels quickly, and without delay. Time is of the essence; and

IT IS FURTHER RESOLVED, that the City Manager of the City of Gainesville, and the employees and agents of the City of Gainesville, may negotiate for and acquire the property needed for the Project by gift, sale, or condemnation, in compliance with the requirements of O.C.G.A. Section 22-1-9, and that the City Attorney and the employees and agents of the City of Gainesville, are hereby directed to prepare the necessary deeds, easements, closing documents, petitions, declarations of taking, orders, and any other documents required to effectuate the foregoing; that all actions taken and easements acquired for the Project by the Mayor, City Manager, employees and agents of the City of Gainesville, and City Attorney's office which have heretofore occurred, are hereby ratified; and

IT IS FURTHER RESOLVED, that the Mayor and City Council of the City of Gainesville, the City Manager, the City Attorney, and the employees and agents of the City of Gainesville, are authorized to sign any of the documents referenced in the preceding paragraph on behalf of the City of Gainesville, Georgia to complete the acquisition of the property required for the Project; and

IT IS FURTHER RESOLVED, the Mayor and City Council of City of Gainesville hereby approve the location of the Project by Resolution, and that said location of the Project be advertised in the legal organ of the County, commencing immediately, for four consecutive weeks, and that the plans be kept on file at the City of Gainesville Public Works Department, and that any interested party may obtain a copy of same by writing to the City of Gainesville Public Works Department at

300 Henry Ward Way, Suite 302, P.O. Box 2496, Gainesville, GA 30503, and paying a nominal cost therefor.

Adopted this _____ day of _____, 2025.

_____
W. Samuel Couvillon, Mayor

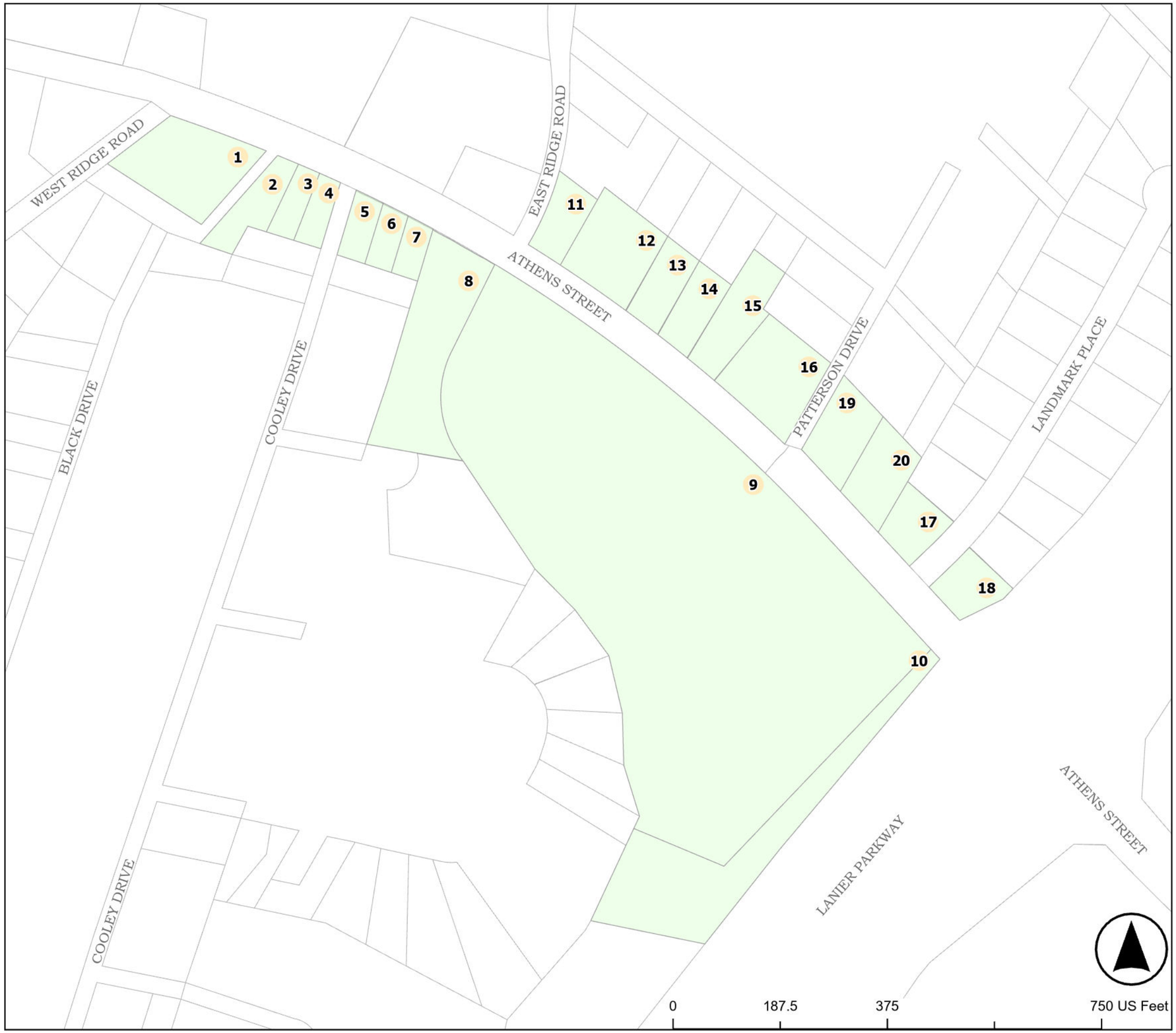
This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

_____
Alisa Grayson, City Clerk

EXHIBIT A

Athens Street Parcels



Address	PIN
803 West Ridge Rd.	00056 002001
Adjacent 1099 Cooley Dr.	00056 003058
Adjacent 1026 Athens St.	00056 003057
1026 Athens St.	00056 003026
1108 SE Cooley Dr.	01056 008007
1088 Athens St.	00056 008008
1092 Athens St.	00056 008009
1098 Athens St.	00140 000008
1170 ATHENS STREET SOUTHEAST	01140 000007
South of/ adjacent to 1170 Athens St.	00140 000004
1002 East Ridge Rd.	00057 001001
1029 Athens St	01057 001002
1031 ATHENS STREET SOUTHEAST	01057 001003A
1033 Athens St.	00057 001004
1037 Athens St.	01057 001005A
1039 Athens St.	01057 001005
1201 SE Landmark Pl.	01141 002017
1200 LANDMARK PLACE SOUTHEAST	01141 002039
1041 ATHENS STREET SOUTHEAST	01141 002012A
1045 ATHENS STREET SOUTHEAST	01141 002013

CITY OF GAINESVILLE

Work Session Agenda Request

Item Created:	August 8, 2025
Date Submitted:	August 11, 2025
Final Approval Date:	August 13, 2025
Presenter:	Abb Hayes, City Attorney
Item of Business:	Resolution: Authorizing, Approving and Directing the Employment of Certain Law Firm to Represent the City in Potential Litigation Related to PFAS
Meeting Date:	August 14, 2025

Purpose of Request:
To authorize a contract for the purpose of providing legal services related to the pending PFAS litigation.

Facts & Issues / History & Background:

Department Recommendation:
Adopt the resolution.

Department Director:
Linda MacGregor

If funding is involved, are funds approved within the current budget? No

Amount Requested: **Sources of Funds:**

Finance Comments:

Administrative Comments:

Attachments:

1. Resolution: Authorizing Approving and Directing the Employment of Law Firm for PFAS Litigation
2. Exhibit A: Agreement AFFF PFAS

RESOLUTION BR-2025-__

Authorizing, Approving and Directing the Employment of Certain Law Firm to Represent the City in Potential Litigation Related to PFAS

WHEREAS, the City is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to identifying parties and taking reasonable steps to avoid passing on the costs to its consumers for the treatment and remediation of contamination; and

WHEREAS, the law firm referenced in the Contract for Legal Services attached hereto as Exhibit "A" (said law firm hereinafter referred to as "the Firm" and said Contract hereinafter referred to as "the Contract") has put together a team of uniquely qualified and experienced attorneys who have joined together to assist public entities facing the challenges posed by contamination with per- and polyfluoroalkyl substances ("PFAS"); and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving groundwater contamination; and

WHEREAS, the City has determined it to be in the City's best interest to enter into the Contract and pursue any claims it may have related to PFAS; and

WHEREAS, the City desires to authorize the execution of the Contract.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor, City Manager, and City Attorney are hereby authorized to execute the Contract and any other documents necessary to carry out the terms of this Resolution and the Contract.

Adopted this _____ day of August, 2025.

W. Samuel Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this Resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Alisa Grayson, City Clerk

CERTIFICATE

I, the undersigned Clerk of Gainesville, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution, which resolution was adopted by the City in a meeting duly called and assembled on August 19, 2025, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of said resolution and said Legal Services Agreement have been recorded in the minute book of the City which is in my custody and control in accordance with Georgia law.

IN TESTIMONY WHEREOF, witness my signature this _____, 2025.

_____
Alisa Grayson, City Clerk

EXHIBIT "A"

Contract for Legal Services

CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION

CITY OF GAINESVILLE, GEORGIA, represented by ABBOTT S. HAYES, JR. of HULSEY, OLIVER & MAHAR, LLP (hereinafter the "Client"), hereby retains, STAG LIUZZA, L.L.C. (through attorney Michael Stag, LLC) and CAROTHERS & MITCHELL, LLC (through attorney Thomas M. Mitchell) (hereinafter the "Attorneys") for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam ("AFFF"), (hereinafter the "Client's Claims").

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Water Department: _Linda MacGregor___770-297-5403___lmacgregor@gainesvillega.gov__
Name Telephone E-mail

Business Matters: __Jeremy Perry _____770-535-6898 ___ jperry@gainesvillega.gov_____
Name Telephone E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely matter sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client's right to recover money from 3M and DuPont. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client's behalf. The Client further authorizes the Attorneys to retain and employ the services of any experts, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any officials, officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the course of the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims, the Client shall pay the Attorneys' fees (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered if the Client's Claims. These Attorneys' Fees shall all be calculated before the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the Client's share of that recovery. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims.

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only in the event of a successful, sufficient recovery, shall be deducted from the Client's share of that recovery. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment. If no recovery is made, Attorneys shall bear all

unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of $ .30 per page; facsimile costs at a rate of $ .25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of my legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will use reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all of the Attorneys' third-party vendors to do

the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all of the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned Client Representative has read this agreement, a copy of which he has received, in its entirety and he agrees to and understands the terms and conditions set forth herein. The Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and the Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. AUTHORITY. The Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below

represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

The Client understands that this is a binding legal document. The Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Approved as to form:

_____
ABBOTT S. HAYES, JR., CITY ATTORNEY

_____
Date

By:_____
W. SAMUEL COUVILLON, MAYOR

Attest:_____
ALISA GRAYSON, CITY CLERK

_____
Date

_____
MICHAEL STAG, LLC, FOR STAG LIUZZA, L.L.C.

_____
Date

_____
THOMAS M. MITCHELL, FOR CAROTHERS & MITCHELL, LLC

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