

CITY OF WALNUT GROVE
September 11, 2025 6:00 PM
1021 PARK STREET MUNICIPAL BUILDING
Council Meeting and Executive Session
Agenda

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Agenda Approval**
- VI. Consent Agenda**
 - 1. Minutes
 - a. August 14, 2025
 - b. August 28, 2025
 - 2. Financials
 - a. August 1, 2024 – July 31, 2025
 - 3. Invoices Over \$5,000
 - a. Southern Sanitation – \$10,768.00
 - b. Henderson Painting & Drywall - \$8,910.00
- VII. Committee Reports**
 - 1. DDA – Rachel Davis
- VIII. Planning & Zoning Commission – Joe Walter**
- IX. Library Report – Dana Segar**
- X. Public Comment**

XI. Old Business

1. Vote: Mass Notification Systems: Crisis24 (CodeRed), CivicPlus, UpAhead and TextMyGov
2. Vote: Website Hosting Proposals: Granicus, Munibit, CivicPlus, Revize and Sanitation Billing Solutions
3. Vote: Fee Schedules: User Fees, Sanitation and Sign & Regulations
4. Discussion and Vote: Resolution 2025-06 – GEFA Loan

XII. New Business

1. Discussion and Vote: RFP for Solid Waste Services

XIII. Reports

1. Public Works
2. City Clerk
3. Code Enforcement
4. Mayor

XIV. Town Hall

XV. Council Comments

XVI. Executive Session - Personnel, Litigation, Real Estate, or Cybersecurity

XVII. Adjourn



CITY OF WALNUT GROVE
August 14, 2025 6:00 PM
1021 PARK STREET MUNICIPAL BUILDING
Council Meeting and Public Hearing
Minutes

- I. Call to Order** – Mayor Moncrief called the meeting to order at 6:05 pm
- II. Invocation** – Given by Joe Walter
- III. Pledge of Allegiance** – The pledge was said by all in attendance
- IV. Roll Call** - Present: Mayor Stephanie Moncrief, City Administrator Joe Morris, City Clerk, Lynn Heard, Mayor Pro Tem Erica Miles, Council Member Maxine McClanahan, Council Member Linda Pilgrim, Council Member Rachel Davis, City Attorney Jay Crowley, City Engineer Joe Walter
- V. Public Hearing** – M&M Deer Processing Zoning Text Amendment Application #WGZA-25-01 to include text “recreational game processing” in agricultural zoning districts; Zoning Ordinance: Permitted Uses. No one spoke in favor and no one spoke in opposition
- VI. Agenda Approval** – Mayor Pro Tem Erica Miles motioned to approve the agenda with the addition of Old Business #5 - M&M Deer Processing Zoning Text Amendment Application #WGZA-25-01 for a vote. Council Member Rachel Davis seconded the motion. Motion carried unanimously.
- VII. Consent Agenda** – Council Member Rachel Davis motioned to approve the consent agenda. Mayor Pro Tem Erica Miles seconded the motion. Motion carried unanimously.

1. Minutes

- a. June 12, 2025
- b. June 26, 2025
- c. July 10, 2025
- d. July 31, 2025

2. Financials

- a. July 1, 2024 – July 31, 2025

3. Invoices Over \$5,000 – None

VIII. Committee Reports

1. DDA – Rachel Davis - None

IX. Planning & Zoning Commission – Joe Walter

X. Library Report – Dana Segar

XI. Public Comment –

1. **Ashley Johnson**, 876 Forrester Cemetery Rd., discussed flooding on her property related to the sewer expansion project. She also expressed appreciation to City Administrator Joe Morris for his attention to the matter.

2. **Doug Bowen**, 920 Park Street, discussed flooding on his property and the presence of 18-wheeler traffic on Park Street. He also voiced concerns regarding Code Enforcement for issuing warnings about his grass and the bass boats in his yard.

XII. Old Business

1. Vote: Selection of Mass Notification Systems – Council Member Maxine McClanahan motioned to approve Crisis24 as the Mass Notification System. The motion died for lack of a second. Council Member Rachel Davis then motioned to allow more time to review all quotes and information for the Mass Notification Systems. Mayor Pro Tem Erica Miles seconded the motion. Motion carried unanimously.

2. Vote: Approval to seek a boundary review and a unique ZIP code for Walnut Grove, GA - Council Member Rachel Davis motioned to approve to seek boundary review and unique ZIP code for Walnut Grove, GA. Mayor Pro Tem Erica Miles seconded the motion. Motion carried unanimously.

3. Vote: Moving the Work Session meeting time to 10AM – Mayor Pro Tem Erica Miles motioned to change the Work Session meeting time to 10:00 a.m., effective immediately, with the first 10:00 a.m. Work Session to be held on August 28, 2025. Council Member Rachel Davis seconded the motion. Motion carried unanimously.

4. Vote: Ordinance 2025-03 – Solid Waste Container Amendment – Mayor Pro Tem Erica Miles motioned to approve Ordinance 2025-03 (Solid Waste Container Amendment) with the changes outlined. Council Member Rachel Davis seconded the motion. Motion carried unanimously.

5. Vote: M&M Deer Processing Zoning Text Amendment Application #WGZA-25-01 to include text “recreational game processing” in agricultural zoning districts; Zoning Ordinance: Permitted Uses - Council Member Rachel Davis motioned to approve M&M Deer Processing Zoning Text Amendment Application #WGZA-25-01 to include text

“recreational game processing” in agricultural zoning districts. Mayor Pro Tem Erica Miles seconded the motion. Motion carried unanimously.

XIII. New Business

1. Vote: Mike’s Tires Extension – Mayor Pro Tem Erica Miles motioned to approve the Mike’s Tire Depot extension until May 31, 2026 with the following conditions. 1. An updated lease must be signed by both parties, with an expiration date no earlier than May 1, 2029. 2. All Fire Marshal requirements must be completed within 30 days. This includes professional striping, ensuring the portable restroom is ADA compliant, and that it is not visible from the road. Council Member Maxine McClanahan seconded the motion. Motion carried unanimously.

2. Discussion: Employee Retirement Benefit Exploration – City Administrator Joe Morris updated City Council on the plans for Employee Retirement Benefits

3. Discussion: 2025-2026 Proposed Events Calendar

a. City of Wanut Grove Christmas Tree Lighting Event – The Christmas Tree Lighting is scheduled for November 22, 2025. Mayor Moncrief and the City Council will coordinate the details of this event.

b. Veteran’s Day Celebration, November 11, 2025, Proposed date of event: TBD – Council member Rachel Davis will help coordinate the details of this event.

c. Georgia Cities Week, April 20-25(est)/City-wide clean-up day: Saturday, April 18th or 25th, 2026 – Mayor Moncrief would like to discuss this with other Walton County cities. Mayor Pro Tem Erica Miles will help coordinate this event.

XIV. Reports

1. Public Works – Presented by City Administrator Joe Morris

2. City Clerk – Presented by City Clerk Lynn Heard

3. Code Enforcement – Presented by City Administrator Joe Morris

4. Mayor – The Mayor is wanting to schedule Council retreat. The Mayor also discussed with Council how there is going to be different reports breaking down the financials. Discussion will continue at the next Work Session referring to the format of reports requested.

XV. Executive Session – Personnel - Mayor Moncrief called for a motion to enter Executive Session. Council Member Rachel Davis motioned to approve entering Executive Session. Mayor Pro Tem Erica Miles seconded the motion. Motion carried unanimously.

XVI. Town Hall

XVII. Council Comments

- XVIII. Adjourn** - Mayor Moncrief called for a motion to adjourn. Council Member Rachel Davis motioned to adjourn the meeting. Mayor Pro Tem Erica Miles seconded the motion. Motion carried unanimously

Lynn Heard, City Clerk **Date**

Stephanie Moncrief, Mayor **Date**

COUNCIL MEMBERS:

Erica Miles, Mayor Pro Tem **Date**

Linda Pilgrim **Date**

Rachel Davis **Date**

Maxine McClanahan **Date**



CITY OF WALNUT GROVE
August 28, 2025 10:00 AM
1021 PARK STREET MUNICIPAL BUILDING
Work Session
Minutes

- I. Call to Order** – Mayor Moncrief called the meeting to order at 10:00 am
- II. Invocation** - Given by City Attorney Jay Crowley
- III. Pledge of Allegiance** – The pledge was said by all in attendance
- IV. Roll Call** – Present: Mayor Stephanie Moncrief, City Administrator Joe Morris, City Clerk Lynn Heard, Mayor Pro Tem Erica Miles, Council Member Rachel Davis, Council Member Maxine McClanahan, Council Member Linda Pilgrim, City Attorney Jay Crowley, City Engineer Joe Walter
- V. Agenda Approval** – Mayor Pro Tem Erica Miles motioned to approve the agenda with the change of adding Maximum RX Credit as #1 to New Business and adjusting the number sequence. Council Member Maxine McClanahan seconded the motion. Motion carried unanimously.
- VI. Old Business**
 - 1. Discussion: Mass Notification System** – Crisis24 (CodeRed), Civic Plus, UpAhead and TextMyGov were discussed. This will be discussed further at the next Council Meeting on September 11, 2025.
 - 2. Discussion: Website Hosting Proposals** – Granicus, Munibit, CivicPlus and Revize were discussed. This will be discussed further at the next Council Meeting on September 11, 2025.
- VII. New Business**
 - 1. Discussion: Maximum RX Credit** – John and Adena Fuller, 1308 Industrial Pkwy. Expansion Sidewalk Installation Waiver Request. This will be discussed at the next Council Meeting on September 11, 2025.
 - 2. Discussion: Fee Schedule, User Fees, Planning and Zoning and Sanitation** – This will be discussed further at the next Council Meeting on September 11, 2025.
 - 3. Discussion: Sanitation Billing Solution** – This will be discussed further at the next Council Meeting on September 11, 2025.

4. **Discussion: Ordinance Amendment, Sunday Alcohol Sales** – This will be updated with today's compliance and will be voted on at the next Council Meeting on September 11, 2025.
5. **Discussion: Financials and Reporting** – Council Member Maxine McClanahan shared her preference for a particular financial report, explaining why she found it more useful than the others.
6. **Discussion: Proposed Business Ordinance** – Council Member Rachel Davis proposed an Ordinance to require businesses operating in a brick-n-mortar location to maintain regular business operations and provide updated contact information as a condition of licensure; to provide for exceptions; to provide for enforcement; and for other purposes. The Ordinance was given to the City Attorney for legal review. This will be discussed at the next Work Session on September 25, 2025.
7. **Discussion: Proposed Ordinance for Rental Properties/Short Term Rentals** – Council Member Rachel Davis proposed an Ordinance for rental properties that are HB 399 compliant. The Ordinance was given to the City Attorney for legal review. This will be discussed at the next Work Session on September 25, 2025.
8. **Discussion: Stormwater Fund** – Mayor Pro Tem Erica Miles presented the need for a stormwater fund and expressed concern regarding multiple stormwater pipe issues within the city, the cost of the most recent emergency situation in Magnolia Springs and other stormwater pipes nearing the end of their lifespan. She also presented how other municipalities collected funds for their stormwater fund. This will be discussed at the next Work Session on September 25, 2025.
9. **Discussion: Speed Detection Sign** – Mayor Pro Tem Erica Miles expressed concerns Regarding speeding on Hwy. 81 and Hwy. 138. She presented quotes for mobile speed radar signs that collect data. She also stated she has been in touch with the Sheriff Department and they have been helpful and have been patrolling the area. Her hopes are to collect data to present to DOT in order to reduce the speed limit within the city limits. She is continuing to research this process. This will be discussed at the next Work Session on September 25, 2025.

VIII. Adjourn – Mayor Moncrief called for a motion to adjourn. Council Member Maxine McClanahan motioned. Mayor Pro Tem Erica Miles seconded the motion. Motion carried unanimously.

Lynn Heard, City Clerk **Date**

Stephanie Moncrief, Mayor **Date**

COUNCIL MEMBERS:

Erica Miles, Mayor Pro Tem **Date**

Linda Pilgrim **Date**

Rachel Davis **Date**

Maxine McClanahan **Date**

City of Walnut Grove

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

July 2025 - June 2026

| | | | TOTAL | | | |
|--|-------------|----------------|----------------|----------------|----------------|----------------|
| | ACTUAL | BUDGET | OVER BUDGET | REMAINING | % OF BUDGET | % REMAINING |
| Income | | | | | | |
| 31.1000 General Property Taxes (25) | 3,707.13 | 332,000.00 | -328,292.87 | 328,292.87 | 1.12 % | 98.88 % |
| 31.1310 Motor Vehicle (25) | 498.08 | 1,750.00 | -1,251.92 | 1,251.92 | 28.46 % | 71.54 % |
| 31.1315 Motor Vehicle Ad Valorem Tax Fee (TAVT) (25) | 15,309.49 | 58,000.00 | -42,690.51 | 42,690.51 | 26.40 % | 73.60 % |
| 31.1320 Mobile Home Tax (26) | | 100.00 | -100.00 | 100.00 | | 100.00 % |
| 31.1340 Intangible Tax (Recording) (25) | 6,058.41 | 5,300.00 | 758.41 | -758.41 | 114.31 % | -14.31 % |
| 31.1600 Real Estate Transfer Tax (Intangible) | 1,454.04 | 2,300.00 | -845.96 | 845.96 | 63.22 % | 36.78 % |
| 31.1700 Franchise Taxes | | | | | | |
| 31.1710 Franchise Tax - Electric (25) | | 83,000.00 | -83,000.00 | 83,000.00 | | 100.00 % |
| 31.1730 Franchise Tax - Gas (25) | 4,247.97 | 4,100.00 | 147.97 | -147.97 | 103.61 % | -3.61 % |
| 31.1750 Franchise Tax - Cable (25) | 2,193.27 | 9,000.00 | -6,806.73 | 6,806.73 | 24.37 % | 75.63 % |
| 31.1760 Franchise Tax - Telephone (25) | 154.06 | 650.00 | -495.94 | 495.94 | 23.70 % | 76.30 % |
| Total 31.1700 Franchise Taxes | 6,595.30 | 96,750.00 | -90,154.70 | 90,154.70 | 6.82 % | 93.18 % |
| 31.3100 Local Option Sales and Use Taxes (LOST) (25) | 25,065.75 | 265,000.00 | -239,934.25 | 239,934.25 | 9.46 % | 90.54 % |
| 31.4200 Beer/Wine Alcoholic Beverage Excise Tax (25) | 17,926.68 | 75,000.00 | -57,073.32 | 57,073.32 | 23.90 % | 76.10 % |
| 31.6200 Insurance Premium Taxes (25) | | 127,000.00 | -127,000.00 | 127,000.00 | | 100.00 % |
| 31.9000 Penalties & Interest on Delinquent Taxes (25) | 346.55 | 500.00 | -153.45 | 153.45 | 69.31 % | 30.69 % |
| 32.1115 Alcohol Licenses - Beer & Wine Licenses (25) | | 1,125.00 | -1,125.00 | 1,125.00 | | 100.00 % |
| 32.1125 Alcohol Licenses - Wine Retail Sales (25) | | 1,125.00 | -1,125.00 | 1,125.00 | | 100.00 % |
| 32.1135 Alcohol Licenses - Liquor Retail Sales (25) | | 5,000.00 | -5,000.00 | 5,000.00 | | 100.00 % |
| 32.1200 General Business License (25) | 250.00 | 7,000.00 | -6,750.00 | 6,750.00 | 3.57 % | 96.43 % |
| 32.1220 Insurance License Fees | | 2,650.00 | -2,650.00 | 2,650.00 | | 100.00 % |
| 32.2210 Land Disturbance Permit (26) | | 2,500.00 | -2,500.00 | 2,500.00 | | 100.00 % |
| 32.2230 Sign Permit (Temporary) (25) | 123.00 | 250.00 | -127.00 | 127.00 | 49.20 % | 50.80 % |
| 32.2235 Sign Permit (Permanent) (25) | | 475.00 | -475.00 | 475.00 | | 100.00 % |
| 32.2240 Demolition Permit (26) | | 150.00 | -150.00 | 150.00 | | 100.00 % |
| 32.3100 Building Structures and Equipment (Building Permits) | 8,466.88 | 7,500.00 | 966.88 | -966.88 | 112.89 % | -12.89 % |
| 32.3120 Building Inspection (26) | | 800.00 | -800.00 | 800.00 | | 100.00 % |
| 32.3130 Plumbing Inspection (26) | | 300.00 | -300.00 | 300.00 | | 100.00 % |
| 32.3140 Electrical Inspection (26) | | 300.00 | -300.00 | 300.00 | | 100.00 % |
| 32.3150 Natural Gas Inspection (26) | | 100.00 | -100.00 | 100.00 | | 100.00 % |
| 32.3160 HVAC Inspection (26) | | 100.00 | -100.00 | 100.00 | | 100.00 % |
| 32.4000 Late Fees-Permits & License (25) | 20.62 | 400.00 | -379.38 | 379.38 | 5.16 % | 94.85 % |
| 33.4000 State Government Grants (25) | | 45,000.00 | -45,000.00 | 45,000.00 | | 100.00 % |
| 34.1910 Election Qualifying Fee | 144.00 | 288.00 | -144.00 | 144.00 | 50.00 % | 50.00 % |
| 34.4110 Refuse Collection Charges | | 70,200.00 | -70,200.00 | 70,200.00 | | 100.00 % |
| 34.7000 Cultural & Recreation Income (25) | 2,885.00 | 7,500.00 | -4,615.00 | 4,615.00 | 38.47 % | 61.53 % |
| 34.9999 Other Charges | 459.21 | 3,000.00 | -2,540.79 | 2,540.79 | 15.31 % | 84.69 % |
| 35.1000 Fines and Forfeitures (25) | 7,110.72 | 47,600.00 | -40,489.28 | 40,489.28 | 14.94 % | 85.06 % |
| 36.1000 Interest Revenue | 129.58 | 1,200.00 | -1,070.42 | 1,070.42 | 10.80 % | 89.20 % |
| 38.9000 Other Miscellaneous Revenue (25) | | 1,537.00 | -1,537.00 | 1,537.00 | | 100.00 % |
| Total Income | \$96,550.44 | \$1,169,800.00 | \$ - | \$1,073,249.56 | 8.25 % | 91.75 % |
| | | | 1,073,249.56 | | | |
| GROSS PROFIT | \$96,550.44 | \$1,169,800.00 | \$ - | \$1,073,249.56 | 8.25 % | 91.75 % |
| | | | 1,073,249.56 | | | |
| Expenses | | | | | | |
| 51.1100 Regular Employees-Salaries & Wages (25) | 66,845.94 | 315,433.00 | -248,587.06 | 248,587.06 | 21.19 % | 78.81 % |
| 51.1110 Council-Salaries & Wages (25) | 3,000.00 | 24,000.00 | -21,000.00 | 21,000.00 | 12.50 % | 87.50 % |

City of Walnut Grove

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

July 2025 - June 2026

| | ACTUAL | BUDGET | TOTAL | | | |
|--|-----------|------------|----------------|------------|----------------|----------------|
| | | | OVER BUDGET | REMAINING | % OF BUDGET | % REMAINING |
| 51.1200 Temporary Employees - Wages (25) | 1,020.00 | 15,840.00 | -14,820.00 | 14,820.00 | 6.44 % | 93.56 % |
| 51.1300 Overtime- Salaries & Wages (25) | | 7,500.00 | -7,500.00 | 7,500.00 | | 100.00 % |
| 51.2000 Personal Services - Employee Benefits | | 1,750.00 | -1,750.00 | 1,750.00 | | 100.00 % |
| 51.2110 Medical Benefit - People Keep (25) | 3,293.69 | 25,200.00 | -21,906.31 | 21,906.31 | 13.07 % | 86.93 % |
| 51.2200 Payroll Taxes - Social Security - (FICA) Contributions (25) | 5,239.45 | 21,100.00 | -15,860.55 | 15,860.55 | 24.83 % | 75.17 % |
| 51.2300 Payroll Taxes- Medicare (25) | | 4,950.00 | -4,950.00 | 4,950.00 | | 100.00 % |
| 51.2400 Retirement Benefits (25) | | 18,000.00 | -18,000.00 | 18,000.00 | | 100.00 % |
| 51.2700 Worker's Compensation (25) | | 10,000.00 | -10,000.00 | 10,000.00 | | 100.00 % |
| 51.2900 Other Employee Benefits (25) | | 2,950.00 | -2,950.00 | 2,950.00 | | 100.00 % |
| 52.1100 Office/Administrative | 4,229.00 | 20,062.00 | -15,833.00 | 15,833.00 | 21.08 % | 78.92 % |
| 52.1210 Municipal Court Judge (25) | 2,000.00 | 14,000.00 | -12,000.00 | 12,000.00 | 14.29 % | 85.71 % |
| 52.1220 Municipal Court Solicitor (25) | 1,500.00 | 9,000.00 | -7,500.00 | 7,500.00 | 16.67 % | 83.33 % |
| 52.1240 Engineering - City (25) | | 25,000.00 | -25,000.00 | 25,000.00 | | 100.00 % |
| 52.1242 Engineering - Storm Water (25) | | 10,000.00 | -10,000.00 | 10,000.00 | | 100.00 % |
| 52.1245 Zoning Administrator (25) | 2,232.50 | 22,000.00 | -19,767.50 | 19,767.50 | 10.15 % | 89.85 % |
| 52.1246 Inspections (25) | 2,050.00 | 6,750.00 | -4,700.00 | 4,700.00 | 30.37 % | 69.63 % |
| 52.1260 Accounting - Bookkeeping (25) | 1,200.00 | 18,000.00 | -16,800.00 | 16,800.00 | 6.67 % | 93.33 % |
| 52.1265 Accounting - Auditor (25) | | 25,000.00 | -25,000.00 | 25,000.00 | | 100.00 % |
| 52.1270 Legal - City Attorney (25) | 5,652.88 | 25,000.00 | -19,347.12 | 19,347.12 | 22.61 % | 77.39 % |
| 52.1275 Professional & Legal Services - Other (25) | 1,919.00 | 4,000.00 | -2,081.00 | 2,081.00 | 47.98 % | 52.03 % |
| 52.1280 Security (25) | | 4,625.00 | -4,625.00 | 4,625.00 | | 100.00 % |
| 52.1310 IT Service (25) | 2,439.96 | 12,750.00 | -10,310.04 | 10,310.04 | 19.14 % | 80.86 % |
| 52.1315 IT Service - Website (25) | 80.00 | 480.00 | -400.00 | 400.00 | 16.67 % | 83.33 % |
| 52.1320 Court Software (25) | 45.00 | 4,800.00 | -4,755.00 | 4,755.00 | 0.94 % | 99.06 % |
| 52.1330 Office Software (25) | 938.50 | 6,300.00 | -5,361.50 | 5,361.50 | 14.90 % | 85.10 % |
| 52.1340 Other Software (25) | | 4,600.00 | -4,600.00 | 4,600.00 | | 100.00 % |
| 52.1390 IT-Other (25) | | 500.00 | -500.00 | 500.00 | | 100.00 % |
| 52.2100 Cleaning Services (25) | 378.00 | 1,560.00 | -1,182.00 | 1,182.00 | 24.23 % | 75.77 % |
| 52.2110 Disposal (i.e. Garbage Pickup) (25) | 21,648.00 | 126,000.00 | -104,352.00 | 104,352.00 | 17.18 % | 82.82 % |
| 52.2200 Repairs and Maintenance-NON-Employee Services (25) | 444.74 | 24,000.00 | -23,555.26 | 23,555.26 | 1.85 % | 98.15 % |
| 52.2210 Repairs and Maintenance - Vehicles-NON Employee Services (25) | 3,341.10 | 3,750.00 | -408.90 | 408.90 | 89.10 % | 10.90 % |
| 52.2220 Repairs & Maintenance-Streets, Roads & Bridges-NON-Employee Services((25) | | 500.00 | -500.00 | 500.00 | | 100.00 % |
| 52.2250 Facility & Grounds Maintenance-NON-Employee Services (25) | 1,835.00 | 11,250.00 | -9,415.00 | 9,415.00 | 16.31 % | 83.69 % |
| 52.3100 Insurance, Other than employee benefits (25) | | 35,500.00 | -35,500.00 | 35,500.00 | | 100.00 % |
| 52.3200 Communications (25) | 1,932.34 | 18,000.00 | -16,067.66 | 16,067.66 | 10.74 % | 89.26 % |
| 52.3230 Postage (25) | | 500.00 | -500.00 | 500.00 | | 100.00 % |
| 52.3300 Advertising (25) | 457.50 | 3,000.00 | -2,542.50 | 2,542.50 | 15.25 % | 84.75 % |
| 52.3400 Printing & Binding (25) | 170.00 | 1,200.00 | -1,030.00 | 1,030.00 | 14.17 % | 85.83 % |
| 52.3500 Travel (25) | 200.00 | 5,000.00 | -4,800.00 | 4,800.00 | 4.00 % | 96.00 % |
| 52.3510 Mileage reimbursement (25) | 413.00 | 3,000.00 | -2,587.00 | 2,587.00 | 13.77 % | 86.23 % |
| 52.3520 Per Diem or Meals (25) | | 2,000.00 | -2,000.00 | 2,000.00 | | 100.00 % |
| 52.3530 Hotel & Parking (25) | 4,026.52 | 13,000.00 | -8,973.48 | 8,973.48 | 30.97 % | 69.03 % |
| 52.3540 Other Travel (25) | | 250.00 | -250.00 | 250.00 | | 100.00 % |
| 52.3600 Dues and fees (25) | 90.00 | 1,100.00 | -1,010.00 | 1,010.00 | 8.18 % | 91.82 % |
| 52.3610 Bank Charges (25) | 109.85 | 750.00 | -640.15 | 640.15 | 14.65 % | 85.35 % |
| 52.3620 Membership Dues (25) | 29.98 | 1,500.00 | -1,470.02 | 1,470.02 | 2.00 % | 98.00 % |
| 52.3700 Training and Education (25) | 236.00 | 4,000.00 | -3,764.00 | 3,764.00 | 5.90 % | 94.10 % |
| 52.3710 Conference Fees (25) | | 6,250.00 | -6,250.00 | 6,250.00 | | 100.00 % |

City of Walnut Grove

Budget vs. Actuals: Budget_FY26_P&L - FY26 P&L

July 2025 - June 2026

| | | | TOTAL | | | |
|---|---------------------|-----------------------|----------------------|-----------------------|-------------------|--------------------|
| | ACTUAL | BUDGET | OVER BUDGET | REMAINING | % OF BUDGET | % REMAINING |
| 52.3850 Contract Labor (25) | | 1,750.00 | -1,750.00 | 1,750.00 | | 100.00 % |
| 53.1105 Cleaning Supplies (25) | 123.38 | 500.00 | -376.62 | 376.62 | 24.68 % | 75.32 % |
| 53.1110 Office Supplies (25) | 546.75 | 12,000.00 | -11,453.25 | 11,453.25 | 4.56 % | 95.44 % |
| 53.1125 Facility & Grounds Supplies (25) | 324.44 | 15,000.00 | -14,675.56 | 14,675.56 | 2.16 % | 97.84 % |
| 53.1130 OTHER - General Supplies (25) | | 7,500.00 | -7,500.00 | 7,500.00 | | 100.00 % |
| 53.1135 Employee Uniforms (25) | | 1,000.00 | -1,000.00 | 1,000.00 | | 100.00 % |
| 53.1140 Community Events (25) | 1,441.84 | 15,000.00 | -13,558.16 | 13,558.16 | 9.61 % | 90.39 % |
| 53.1210 Water/Sewerage - ENERGY (25) | 648.39 | 2,000.00 | -1,351.61 | 1,351.61 | 32.42 % | 67.58 % |
| 53.1220 Natural Gas - ENERGY (25) | 101.30 | 750.00 | -648.70 | 648.70 | 13.51 % | 86.49 % |
| 53.1230 Electricity - ENERGY (25) | 4,819.06 | 55,000.00 | -50,180.94 | 50,180.94 | 8.76 % | 91.24 % |
| 53.1270 Gasoline - ENERGY (25) | 159.25 | 7,600.00 | -7,440.75 | 7,440.75 | 2.10 % | 97.90 % |
| 53.1300 Food (25) | | 2,750.00 | -2,750.00 | 2,750.00 | | 100.00 % |
| 53.1600 Small Equipment (25) | 237.06 | 3,100.00 | -2,862.94 | 2,862.94 | 7.65 % | 92.35 % |
| 53.1700 Other Supplies (25) | 3.58 | 1,750.00 | -1,746.42 | 1,746.42 | 0.20 % | 99.80 % |
| 53.9999 Miscellaneous Expenditures (25) | 163.36 | 1,500.00 | -1,336.64 | 1,336.64 | 10.89 % | 89.11 % |
| 54.2100 Machinery (25) | | 5,000.00 | -5,000.00 | 5,000.00 | | 100.00 % |
| 54.2300 Furniture and Fixtures (25) | | 1,300.00 | -1,300.00 | 1,300.00 | | 100.00 % |
| 54.2400 Computer | | 2,100.00 | -2,100.00 | 2,100.00 | | 100.00 % |
| 57.1000 Intergovernmental (25) | | 500.00 | -500.00 | 500.00 | | 100.00 % |
| 57.1100 Walton County Board of Commissioners (25) | | 13,225.00 | -13,225.00 | 13,225.00 | | 100.00 % |
| 57.3100 Library (25) | | 70,000.00 | -70,000.00 | 70,000.00 | | 100.00 % |
| 57.3300 Peace Officer Annuity/Benefit Fund (25) | 95.07 | 3,225.00 | -3,129.93 | 3,129.93 | 2.95 % | 97.05 % |
| 57.3375 County Jail Fund (25) | | 1,100.00 | -1,100.00 | 1,100.00 | | 100.00 % |
| 57.3385 Local Victim Asslst. Fund (25) | 40.50 | 1,400.00 | -1,359.50 | 1,359.50 | 2.89 % | 97.11 % |
| 57.3392 Sheriff's Retirement Fund of GA (25) | 8.00 | 425.00 | -417.00 | 417.00 | 1.88 % | 98.12 % |
| 57.3393 GSCCCA Payouts (25) | 278.29 | 5,625.00 | -5,346.71 | 5,346.71 | 4.95 % | 95.05 % |
| 58.1000 Debt Service - Principal (25) | 12,436.29 | 34,300.00 | -21,863.71 | 21,863.71 | 36.26 % | 63.74 % |
| 58.2000 Debt Service - Interest (25) | 517.59 | 1,700.00 | -1,182.41 | 1,182.41 | 30.45 % | 69.55 % |
| Total Expenses | \$160,942.10 | \$1,188,800.00 | \$ - | \$1,027,857.90 | 13.54 % | 86.46 % |
| | | | 1,027,857.90 | | | |
| NET OPERATING INCOME | \$ - | \$ -19,000.00 | \$ -45,391.66 | \$45,391.66 | 338.90 % | -238.90 % |
| | 64,391.66 | | | | % | |
| Other Income | | | | | | |
| 33.7100 Special Purpose Local Option Sales Tax Revenue (SPLOST) | 20,729.95 | | 20,729.95 | -20,729.95 | | |
| 34.4255 Sewerage Charges (25) | 14,522.45 | | 14,522.45 | -14,522.45 | | |
| Fund Balance Transfer | | 39,000.00 | -39,000.00 | 39,000.00 | | 100.00 % |
| Total Other Income | \$35,252.40 | \$39,000.00 | \$ -3,747.60 | \$3,747.60 | 9.39 % | 9.61 % |
| Other Expenses | | | | | | |
| 11.7950 11.7950 Other Capital Assets | 17,610.00 | 20,000.00 | -2,390.00 | 2,390.00 | 88.05 % | 11.95 % |
| 54.1400 Capital outlay - Roads Streets and Bridges | 406,004.76 | | 406,004.76 | -406,004.76 | | |
| 54.1401 54.1401 Capital outlay - Sewer Expansion Project | 440,730.00 | | 440,730.00 | -440,730.00 | | |
| Total Other Expenses | \$864,344.76 | \$20,000.00 | \$844,344.76 | \$ -844,344.76 | 4,321.72 % | -4,221.72 % |
| | | | | | % | % |
| NET OTHER INCOME | \$ - | \$19,000.00 | \$ - | \$848,092.36 | - | 4,463.64 % |
| | 829,092.36 | | 848,092.36 | | 4,363.64 % | |
| | | | | | % | |
| NET INCOME | \$ - | \$0.00 | \$ - | \$893,484.02 | 0.00% | 0.00% |
| | 893,484.02 | | 893,484.02 | | | |

SOUTHERN SANITATION
P.O. BOX 815
GRAYSON, GA. 30017
770-554-6450

City of Walnut Grove
2581 Leone Avenue
Loganville, Ga. 30052

9-1-25

| | | |
|-----------------------------------|--------------|-------------|
| Residential Monthly Waste Service | | |
| September 2025 | 673(\$16.00) | \$10,768.00 |

| | |
|------------------|-------------|
| Total Amount Due | \$10,768.00 |
|------------------|-------------|

Account due by 8-15-2025
Thank you for your business.

BY: SC

SEP 8 2025

RECEIVED

INVOICE

HENDERSON PAINTING &
DRYWALL INC
PO Box 483
Loganville, GA 30052

joel@hendersonpainting.com
+1 (770) 784-1035
www.hendersonpainting.com



Henderson Painting & Drywall

Bill to
City Of Walnut Grove
2581 Leone Ave
Walnut Grove, Georgia 30052

Ship to
Walnut Grove
2581 Leone Ave
Walnut Grove, Georgia 30052

Invoice details

Job Site: 2581 Leone Ave Walnut Grove, GA

Invoice no.: 7990
Terms: Net 30
Invoice date: 08/30/2025
Due date: 09/29/2025

| # | Product or service | Description | Qty | Rate | Amount |
|-----|--------------------|--|-----|----------|----------|
| 1. | Labor | Pressure wash house,3 porches,2 out buildings and well house. | 1 | \$500.00 | \$500.00 |
| 2. | Labor | Replace siding panel on door of large storage building. | 1 | \$200.00 | \$200.00 |
| 3. | Labor | Replace 3 pieces of ' of 1x4 window trim on large storage building. | 1 | \$150.00 | \$150.00 |
| 4. | Labor | Replace 4' of 1x8 and drip cap under power supply on large storage building. | 1 | \$125.00 | \$125.00 |
| 5. | Labor | Replace 20' of 1x8 trim on back of large storage building. | 1 | \$100.00 | \$100.00 |
| 6. | Labor | Replace corner trim on back corner of large storage building. | 1 | \$75.00 | \$75.00 |
| 7. | Labor | Replace 30 pieces of siding on center storage building. | 1 | \$600.00 | \$600.00 |
| 8. | Labor | Replace 12' of rim joist on front of center storage building. | 1 | \$400.00 | \$400.00 |
| 9. | Labor | Rebuild door on center storage building. | 1 | \$250.00 | \$250.00 |
| 10. | Labor | Replace window trim on right side of center storage building. | 1 | \$100.00 | \$100.00 |

| | | | | |
|---------------|---|---|------------|-------------|
| 11. Labor | Replace 14 pieces of siding on dormers of main building. | 1 | \$250.00 | \$250.00 |
| 12. Labor | Replace 3' of inside corner trim beside chimney main building. | 1 | \$75.00 | \$75.00 |
| 13. Labor | Replace 6 pieces of siding under windows on front of main building. | 1 | \$350.00 | \$350.00 |
| 14. Labor | Replace 4 pieces on roof over front door of main building. | 1 | \$250.00 | \$250.00 |
| 15. Labor | Replace 3' of sill nosing on front of main building. | 1 | \$75.00 | \$75.00 |
| 16. Labor | Replace 2 pieces of window ledge on main building. | 1 | \$150.00 | \$150.00 |
| 17. Labor | Replace 1 window pain in 1 window facing parking lot. | 1 | \$50.00 | \$50.00 |
| 18. Labor | Remove peeling paint. Prime as needed. Caulk all siding, soffits, fascia, doors, and windows. | 1 | \$1,000.00 | \$1,000.00 |
| 19. Labor | Paint all siding.1 coat exterior satin latex. | 1 | \$3,500.00 | \$3,500.00 |
| 20. Labor | Paint all soffits, fascia, gutters, and down spouts. | 1 | \$2,000.00 | \$2,000.00 |
| 21. Labor | Paint porch ceilings and hand railing.1 coat exterior gloss latex. | 1 | \$800.00 | \$800.00 |
| 22. Labor | Paint porch floors, ramp, and steps. 1 coat porch and floor enamel. | 1 | \$600.00 | \$600.00 |
| 23. Labor | Repair glazing and paint all windows.1 coat exterior gloss latex. | 1 | \$1,050.00 | \$1,050.00 |
| 24. Labor | Paint all doors.1 coat exterior gloss latex. | 1 | \$210.00 | \$210.00 |
| 25. Labor | Paint additional trim on storage buildings and pump house.1 coat exterior gloss latex. | 1 | \$250.00 | \$250.00 |
| 26. Materials | Materials | 1 | \$4,500.00 | \$4,500.00 |
| 27. | This job comes with a 5 year warranty We use lifetime warranty paint. | | | |
| 28. Services | Amount Paid. | | | -\$8,700.00 |

Total

\$8,910.00

Please make checks to Henderson Painting



MEMORANDUM

DATE: September 4, 2025
TO: City of Walnut Grove
FROM: Joe Walter, Zoning Administrator
RE: Zoning Administrator's Report

1. Active Rezoning Cases/Variances/etc. – M&M Deer Processing Zoning Text Amendment Application #WGZA-25-01 to include text “recreational game processing” in agricultural zoning districts; *Zoning Ordinance: Permitted Uses* approved on 8/14/2025. Zoning Administrator to update *Zoning Ordinance* to reflect amendment.
2. Site Plans Under Review
 - a. Mike's Tire Depot (new site) – site comments addressed. Waiting on agency approvals for the full LDP permit to be issued. Council previously approved site plan.
 - b. Enclave Commercial Lots Final Plat – Final plat comments addressed. Site punch list provided to developer. Waiting on punch list to be addressed. Engineer sent punch list again on 8/26/25.
 - c. Maximum Rx Credit (Guthrie Cem. Road @ Industrial Drive) – Council to consider variance request to waive sidewalk installation at the 9/12/25 regular meeting.
 - d. Elevation Truck Sales (4474 Guthrie Cem. Rd.) – Council reviewed site plans and is awaiting a revised plan. Updated plans received on 8/8/25 and revised comments issued on 8/26/25. *Owner has requested meeting to discuss project.*
3. Active/Recent Land Disturbance Permits Issued by the City
 - a. Walnut Grove Gas Station LDP - (Under Construction)
 - b. S&E Cabinet Shop LDP, Guthrie Cemetery Road - (Under Construction)
 - c. 1261 Industrial Parkway LDP - (Under Construction)
 - d. Walnut Grove Commercial/Office LDP - (Under Construction)
4. Other Active Projects
 - a. Grove Park – Walton County - Phase 1 - Under Construction
 - b. Walnut Grove LAS Phase 2 Upgrade – Under Construction
5. Inactive Projects
 - a. Enclave PUD Commercial Phase 4 LDP – no recent activity

Alcohol

| | Current Fee | Updated |
|---|-------------|--------------|
| Wholesale Beer | \$100.00 | 100.00 |
| Wholesale Wine | \$100.00 | \$100.00 |
| Wholesale Beer and Wine | \$150.00 | \$150.00 |
| Malt Beverages Sale (Package or on premises) | \$500.00 | \$500.00 |
| Wine Sale (Packe or on premises) | \$500.00 | \$500.00 |
| Wine and Malt combined | \$1,000.00 | \$1,000.00 |
| Liquor Sales (Package) | \$2,400.00 | \$5,000.00 |
| Liquor Sales (on premises) | \$2,400.00 | \$3,000.00 |
| Temporary License Alcohol (Max. 10 days per Year) | \$25.00 | \$25 per day |

Residential Sanitation

| Type | Fee | Notes |
|---------------------------------------|-------------|--|
| Residential Single Family | \$20/Mo. | (1) 95Gal Bin; (1) 18 Gal Recycle; (3) Yard Waste Bags |
| Additional Residential 95Gal Bin | \$8/Mo. | |
| 65Gal Recycle Bin | \$3/Mo. | |
| Additional Yard Waste Bags (Beyond 3) | \$3 per Bag | |

Recreation User Fees

| Use | Current Fee | New Fee |
|-------------------------------|--------------|--|
| Ballfield Concession Building | NA | \$10R/\$15 (Deposit \$25) |
| Ballfield | \$25R/\$35 | \$25R/\$35 |
| Park Pavillion | \$100R/\$150 | \$100R/\$150 (Deposit \$225) |
| Municipal Building | NA | \$150R/\$200 (4hr min) \$25 hr past 4hrs (Deposit \$300) |

Administrative User Fees

| | |
|---|-----------------|
| Notary | \$2 per page |
| Copies | \$0.10 per page |
| Standard Administrative Fee (noted on various items) | \$25 |
| Replacement documents (CO, permits, agreements, etc.) | \$30 |

Signs

| | | |
|---|--------------------------------|------------------------------------|
| Sign Permit | same as below | \$100+\$1 per sq ft |
| Temporary Sign Permit | \$25 (10-50sq) \$50 (51and up) | Same |
| Penalty for Signs Erected without Authorization | | 0 \$100+Sign Fee |
| Public Notice Sign | | 0 \$25 (city installs and removes) |

STATE OF GEORGIA

CITY OF WALNUT GROVE

RES 2025-06

WHEREAS, the governing body of the City of Walnut Grove (the "Borrower") has determined to borrow but not to exceed \$2,440,500 from 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 City of Walnut Grove 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 City of Walnut Grove 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

Stephanie Moncrief
(Name of Person to Execute Documents)

Mayor
(Title)

Joseph Morris
(Name of Person to Attest Documents)

City Administrator
(Title)

SO RESOLVED this 11th day of September, 2025.

City of Walnut Grove, Georgia

Stephanie Moncrief, Mayor

ATTEST:

Lynn Heard, City Clerk

APPROVED AS TO FORM:

John J Crowley, City Attorney

Powell & Crowley, LLP

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

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

and

CITY OF WALNUT GROVE

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

LOAN AGREEMENT

LOAN AGREEMENT

This **LOAN AGREEMENT** (this "**Agreement**") dated _____, 20____, by and between **CITY OF WALNUT GROVE**, a Georgia public body corporate and politic (the "**Borrower**"), whose address for purposes of this Agreement shall be **2581 LEONE AVENUE, WALNUT GROVE, GA 30052**, and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "**Lender**"), whose address for purposes of this Agreement shall be 47 Trinity Ave SW, Fifth Floor, Atlanta, GA 30334.

1. Background - The Lender desires to loan to the Borrower **TWO MILLION FOUR HUNDRED FOURTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,440,500)** from the **GEORGIA FUND** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD.

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

(a) The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **JUNE 1, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$2,440,500** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) There shall be filed with the Lender:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The Borrower covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the territorial or

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

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

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

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

(c) Agreement to Acquire, Construct, and Install the Project. The Borrower covenants to cause the Project to be acquired, constructed, and installed without

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) The dissolution of the Borrower; or

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

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

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

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

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

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

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

necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended.

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

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

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

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

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

(d) This Agreement shall be effective on the date on which the Borrower and the Lender have signed one or more counterparts of it and the Lender shall have received the same, provided the Lender receives the same executed by the Borrower by **MAY 14, 2025**. 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 WALNUT GROVE

Approved as to form:

Signature: _____

Steph M...

By: _____

Borrower's Attorney

Print Name: _____

Stephanie Moncrief



Attest Signature: _____

Joseph M...

Print Name: _____

Joseph Moncrief

Title: _____

CITY ADMINISTRATOR

**GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY**

Signature: _____

Hunter Hill
Executive Director

(SEAL)

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

Recipient: **CITY OF WALNUT GROVE**

Loan Number: **GF2024020**

This project will consist of expansion and improvements to the city wastewater treatment system and related appurtenances

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF WALNUT GROVE

Loan Number: GF2024020

| ITEM | TOTAL | GA FUND | LOCAL | ARPA |
|------------------------|--------------------|--------------------|------------------|------------------|
| Construction | \$3,067,500 | \$2,270,500 | \$290,250 | \$506,750 |
| Contingency | 294,750 | 70,000 | 224,750 | - |
| Engineering/Inspection | 190,000 | 100,000 | 90,000 | - |
| Administrative/Legal | 15,000 | - | 15,000 | - |
| TOTAL | \$3,567,250 | \$2,440,500 | \$620,000 | \$506,750 |

*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 WALNUT GROVE**

Loan Number: **GF2024020**

| ACTION | DATE |
|--------------------------------|----------------|
| Plans & Specs Submitted to EPD | JUNE 2022 |
| Bid Opening | SEPTEMBER 2024 |
| Notice to Proceed | NOVEMBER 2024 |
| Completion of Construction | FEBRUARY 2026 |

SPECIMEN PROMISSORY NOTE

\$2,440,500

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION FOUR HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,440,500)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **FIVE AND 92/100 PERCENT CONSTRUCTION INTEREST RATE (5.92%)**, calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined). 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, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed (the **"Amortization Commencement Date"**).

Thereafter the Amortization Commencement Date, principal of and interest, on this Note shall be payable in **THREE HUNDRED FIFTY-NINE (359)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter at a rate per annum equal to, **THREE AND 92/100 PERCENT PERMANENT INTEREST RATE (3.92%)**, 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 WALNUT GROVE

By: SPECIMEN

Name:

Title:

Approved as to form:

Attest:

By: SPECIMEN

Borrower's Attorney

By: SPECIMEN

Name:

Title:

BIDDING AND PRECONSTRUCTION REQUIREMENTS

Recipient: CITY OF WALNUT GROVE

Loan Number: GF2024020

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

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

STATE REQUIREMENTS

Recipient: CITY OF WALNUT GROVE

Loan Number: GF2024020

None.

FEDERAL REQUIREMENTS

Recipient: CITY OF WALNUT GROVE

Loan Number: GF2024020

None.

FINANCIAL COVENANTS

Recipient: CITY OF WALNUT GROVE

Loan Number: GF2024020

None.

CITY OF WALNUT GROVE
Loan/Project No. GF2024020

PROMISSORY NOTE

\$2,440,500

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "**Borrower**") promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "**Lender**") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION FOUR HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,440,500)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **FIVE AND 92/100 PERCENT CONSTRUCTION INTEREST RATE (5.92%)**, calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined). 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, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**").

Thereafter the Amortization Commencement Date, principal of and interest, on this Note shall be payable in **THRE HUNDRED FIFTY-NINE (359)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter at a rate per annum equal to, **THREE AND 92/100 PERCENT PERMANENT INTEREST RATE (3.92%)**, 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 **30** 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 _____, _____.

CITY OF WALNUT GROVE

Approved as to form:

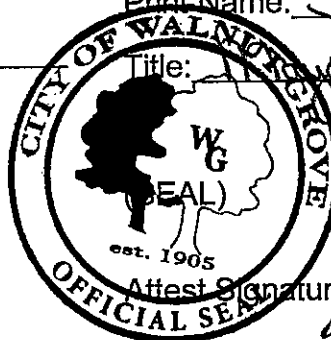
Signature: _____

Print Name: _____

By: _____

Borrower's Attorney

Title: _____



Attest Signature: _____

Print Name: _____

Title: CITY ADMINISTRATOR

PROMISSORY NOTE

\$2,440,500

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the **"Borrower"**) promises to pay to the order of the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the **"Lender"**) at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION FOUR HUNDRED FORTY THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS (\$2,440,500)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

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"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,

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. Date

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

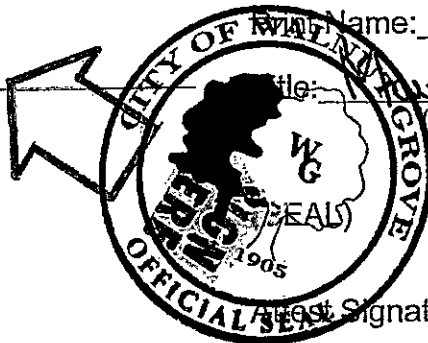
CITY OF WALNUT GROVE

Approved as to form:

Signature: Steph M...

Print Name: Stephanie Moncrief

By: _____
Borrower's Attorney



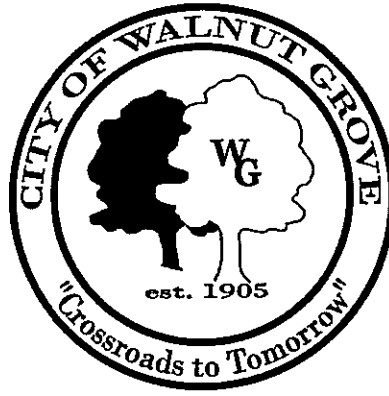
Seal

Signature: [Signature]

Print Name: JOSEPH MONCRIEF

Title: CITY ADMINISTRATION

RFP No. 25-002



Residential and Commercial

Solid Waste and Recycling Collection Services

Request for Proposals

RFP No. 25-002

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Residential and Commercial Solid Waste & Recycling Collection Services

RFP 25-002

I. Invitation to Service Providers

The City of Walnut Grove (the City) will receive sealed technical and fee proposals until **October 13, 2025, 12:00 EDT**, for the above referenced services which are described in the schedules attached hereto. The City invites service providers to submit proposals responsive to the specific requirements set forth in this request for proposals (RFP).

Any questions and/or specifications that may need clarification should be submitted in writing, **according to the attached schedule**, and submitted to the City's representative electronically only at jmorris@cityofwalnutgrove.com. It shall be the Service Provider's responsibility to seek clarification as early as possible prior to the opening of Proposals.

The envelopes containing the Proposal must be **sealed** and addressed to:

**Attn: Joe Morris City of Walnut Grove
2581 Leone Avenue
Loganville, GA 30052**

And plainly marked "**Commercial and Residential Solid Waste and Recycle Collection Service**." The envelope must bear on the outside the name of the

Service Provider, the Service Provider's address and the number assigned to this RFP. No proposal may be withdrawn or modified in any way after the deadline for proposal openings. The envelope should also contain one electronic version of the submittal on a flash drive.

Proposals must be valid for Sixty (60) days following the opening date.

The Service Providers' response shall include a technical proposal and fee proposal with all other information requested in this Request for Proposal (RFP).

The City may request additional information by suppliers, including a presentation if needed, to clarify elements of their bid proposals. The City also reserves the right to make independent investigations as to the qualification of each Bidder, including contacting existing customers or site visits to existing operations.

The City anticipates making a single award; however, it reserves the right to make multiple awards should it deem in the best interest of the City. Such an award, if any, is projected to be accomplished within 30 days from the proposal due date.

The City reserves the right to reject any or all proposals, waive technicalities and make the award in the best interest of the city.

II. Background

The city currently has a residential customer base of approximately 700 homes with once per week service for waste, recycling, yard waste (3 brown bags), and bulk waste (on call) collection service. Additional yard waste is an elected service.

Commercial waste and recycling collection within the City is currently open market. However, the city wishes to transition to a franchised contract for Commercial services. There are currently approximately 60 business parcels within the City with room for growth.

III. Instructions to Service Providers

A. Intent

It is intended that the Instructions to Service Providers, General Conditions and Detailed Schedules/Specifications shall define and describe the complete services to which they relate.

B. Examination

The Service Provider is advised to examine all documents and current parameters of the services in becoming fully informed as to their conditions. This includes the conformity with specific standards and the character, quality and quantity of the reports and services provided. Failure to examine these areas will not relieve the

successful Service Provider of the obligation to furnish all products and services necessary to carry out the provisions of the contract.

C. Determination of Successful Service Provider

An award will be made to the responsible contractor whose proposal is most advantageous to the city, taking into consideration the factors set forth in this RFP.

D. Responsiveness

The City will consider the degree to which each Service Provider has submitted a complete Technical and Fee Proposal without irregularities, excisions, special conditions, or alternative proposals for any item unless specifically requested in the RFP.

E. Instructions for Proposal

The Service Provider will submit an original and two (2) copies of its technical proposal and an original and one (1) copy of its price proposal, as well as an electronic version of both on a separate flash drive. Proposals must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP or to provide complete responses to all options may result in disqualification.

F. Submission of Proposals

All proposals are to be sealed and delivered before **October 13, 2025, 12:00 EDT**

The following address should be used on the outside of the envelope containing the proposals:

**Attn: Joe Morris
City of Walnut Grove
2581 Leone Avenue
Loganville, GA 30052**

IV. Schedule for RFP 25-002

| | |
|-----------------------------------|----------------|
| Advertise RFP | Sept. 12, 2025 |
| Submission of questions via email | Sept. 26, 2025 |
| Questions & answers posted online | Sept. 30, 2025 |
| Proposals due | Oct. 13, 2025 |
| Possible award recommendation | Nov. 06, 2025 |

V. Terms and Definitions

- Annexed Area: Refers to any area contiguous to the Contract Area that is added to the boundaries of the City of Walnut Grove by any method of annexation

- Bulk Waste: Large furniture and other waste materials other than construction debris (C&D Material), or hazardous waste with weights or volumes greater than those allowed for containers or carts.
- C&D Material: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.
- Cart: A receptacle, not to exceed 95 gallons, with wheels and a tight-fitting lid, designed for the purpose of curbside collection of refuse.
- City: The City of Walnut Grove
- City Employee: An employee of the City subject to its personnel policies
- Collection Schedule: Refers to the defined days of collection authorized by the City
- Commercial Hand Load Customer: All commercial premises utilizing a cart for the placement of their solid waste for collection by contractor
- Commercial Premises: All non-residential Premises, public or private, require solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.
- Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C&D Materials, excluding Hazardous Waste.
- Contractor: Refers to a Service Provider that has been selected by the City to provide the Services required by this RFP.
- Contract Area: Refers to the area(s) of the City, including any Annexed Areas, within which services will be provided by the Service Provider, during the term of the Contract and any extensions, if granted.
- Contract Documents/ Agreement: The Request for Proposals, Instruction to Service Providers, Definitions, Contractor's Proposal, the contract, the contract Performance Bond and any addenda or changes to the foregoing documents agreed to by the city and the Contractor.
- Contract Monitor: Refers to a City employee(s) who observe the operation of the Collector's Refuse, Recyclables, Yard Waste and Bulk Items services to ensure that such services are performed in compliance with the contract agreement and City Code.
- Contract Representative: Refers to a Contractor employee responsible for managing service agreement between City and Contractor
- Curbside: That location, with respect to a residence, which is most immediately adjacent to a City street or State or Federal highway and accessible by the Company's equipment
- Customer: Refers to the recipient of collection services, specifically referring to the resident in the Contract Area
- Disposal Site: A refuse depository including but not limited to sanitary landfills transfer stations and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive refuse for processing or final disposal.
- Open Top: An all metal container, with lidded or non-lidded cover, of not less than twenty cubic yards, or more than forty cubic yards in capacity.

- Effective Date: Refers to the date found on the first page of the Contract as the date that the Contract between the City and the Company is in effect.
- Evaluation Committee: Refers to person or persons, as appointed by the City Administrator, responsible for determining the best Service Provider for the Services described in this RFP.
- Extraordinary Circumstances: Defined as a significant event or condition(s) that result in excessive amount of debris as determined by the City.
- Fee: A dollar amount inclusive of all Service Provider's costs (overhead, insurance, labor, equipment, advertisements, etc.) general and accounting, and profit charged for a specific service(s)
- Hazardous Waste: Materials (whether solids, liquids or gases) which constitute a hazard to health or safety, including, but not limited to, poisons, acids, caustic materials or solutions, chemicals, Freon gas, polychlorinated biphenyls (PCBs), asbestos, lead-based paints, infections or infected wastes, radioactive materials and petroleum products, offal, fecal matter, explosives, radioactive materials, flammable substances, and any waste, substance, or material that under any federal, state or local environmental law is deemed hazardous, toxic, a pollutant, or a contaminant, including, without limitation, any substance defined or referred to as a "hazardous waste," a "hazardous substance," a "toxic substance," or similar designation under any federal, state or local environmental law.
- HDPE: High Density Polyethylene – Colored or opaque plastic used in laundry product bottles and milk jugs (aka, No. 2 Plastics)
- Holidays: the following federal holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas
- Landfill: a disposal site for disposing of municipal solid waste
- LDPE: low density polyethylene, a type of plastic resin (aka, No. 4 Plastics)
- Missed Collection: Refers to a properly prepared Refuse, Recyclable, Yard Waste and/or Bulk Item not picked up on the scheduled collection day.
- Mixed Paper: Includes the following: Magazines, junk mail, phone books, bond or ledger grade, cardboard and paper board packaging. This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil.
- Multi-Family Unit: Individual residential units in a multi-family structure (i.e., apartment or condominium building) which units are not separately owned, but are owned by one common entity, for which refuse collection using dumpsters and recycling using drop-off carts, is deemed appropriate.
- NTE: Amount of fee Not to Exceed regardless of the number of transactions ordered
- PET: "Polyethylene Terephthalate" – Clear plastic used in some household cleaning product bottles, as well as soda, water and sports drink bottles (aka, No. 1 Plastics)
- Plastic: Includes HDPE, LDPE and P.E.T. containers.
- PP: polypropylene, a type of plastic resin (aka, Po. 5 Plastics)
- Producer: An occupant of a Residential Unit or Commercial and Industrial Unit who generates refuse.

- Proposal: An offer or statement of a price and project description in response to a request for materials or services to be rendered to the City or its employees
- Service Provider: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, local government, solid waste authority or any other private or public legal entity that has submitted a bid which conforms in all material respects to the requirement set forth in the RFP
- PS: polystyrene, a type of plastic resin (aka, No. 6 Plastics)
- PVC: polyvinyl chloride, a type of plastic resin (aka, No. 3 Plastics)
- Recyclables: materials designated by City to be collected separately from refuse and yard trimmings for diversion from a landfill and conveyed to one or more recyclables processing facility. For this Agreement, Recyclables include: Cardboard, Fiber Board, White Paper/ Mixed Paper, Aluminum, Tin and Steel containers, Plastic Containers #1-7, excluding Styrofoam, recyclables do not include Hazardous Waste or items contaminated with food waste.
- Recycling: Any process by which materials which would otherwise become refuse are collected, separated, or processed and reused or returned to use in the form of raw materials or products. This specifically excludes depositing recyclables into a landfill or incinerator.
- Recycling Services: The collection of recyclables from residential curbsides and from selected commercial establishments, and institutional buildings and transporting same to recycling processors. It includes related activities such as public information and education about recycling, handling complaints about collecting recyclables and reporting pertinent information about the collection of recyclables.
- Refuse: Refers to residential refuse and commercial and industrial refuse and shall mean "municipal solid waste" as defined by Georgia law. Municipal solid waste (MSW) is any waste resulting from the operation of residential, commercial and industrial, governmental, or institutional establishments or units, as the case may be, unless the context otherwise requires.
- Request for Proposal (RFP): Executed documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein
- Residential Unit:
(a) A free-standing structure constructed for use as a residence by a person or group of persons comprising a family; or (b) a residential unit within a multi-family structure for which refuse collection using cards (or bags) is deemed appropriate. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.
- Roll-Off Containers: To be utilized where dumpsters are not of sufficient capacity or materials are not suitable for dumpster usage. Container sizes are 20, 30, and 40 cu. Yd., either open top or enclosed compactor type.
- Service Provider: Refers to a Company that has interest and the ability to provide the Services required by this RFP.
- Single Stream Collection: Collecting recyclable material commingled, rather than separated, by providing customers with a single container for all recyclable

material. This method increases participation as residents do not have to separate recyclable materials; waste is collected separately.

- Solid Waste: Refers to garbage and trash, and may include glass jars, bottles, aluminum cans, steel cans, plastic beverage containers (PET & HDPE), newspapers and inserts, spiral paper, cans, and other Solid Waste including Yard Waste. Solid Waste shall not include discarded building materials, trees, brush and other materials resulting from the activities of building Service Providers, commercial tree trimmers or commercial lawn services, large quantities of sod, dirt and trash from land clearing, and other materials requiring special handling.
- Staff: Refers to all employees of the Contractor who perform Services for the City.
- Street: A public or private way used for public travel.
- Submission Date: Refers to the date and time Proposals for this RFP are due to the City.
- White Goods: Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers, or other similar appliances.
- Yard Waste: Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawns and gardens, which are separated from other Solid Waste.

VI. Introduction

A. General:

The City is advertising for qualified Service Providers to provide for Solid Waste Collection and Recycling Services for the City of Walnut Grove.

B. Introduction:

The City is issuing this RFP to secure curbside collection services for residential household garbage, bulk waste, certified freon-free white goods, yard trimmings and recyclable materials in the incorporated areas of the City. The RFP is also to secure Dumpster (front end load or roll off) services for City facilities, parks and special City sponsored solid waste collection events. Additionally, the City is issuing this RFP to secure Front End Load and Roll Off dumpster services for all commercial accounts within the City Limits who have a need for such services.

C. Term of Contract:

The initial term of this Agreement shall be two (2) years, ending December 31, 2027. The Agreement shall be automatically renewed for an additional four (4) years, unless either party provides notice of non-renewal 120 days prior to end of term. Pursuant to the terms of this Agreement, both the Contractor and the City shall have the right to terminate this Agreement at the end of the two (2) year term or end of any renewal term.

The successful Service Provider will not imply that the provision to extend the initial term of the contract is an obligation of the City or future Councils to renew the contract.

D. Use of Subcontractors:

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the proposal when it is submitted. The City must approve any change in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Contractor of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Contractor including all federal, state, and local regulations and ordinances.

E. Addenda to RFP:

The City reserves the right to amend or clarify this RFP by addenda. Addenda may be issued no later than ten days prior to the due date of the proposals. All addenda issued will become part of the original or modified RFP document. The addenda will be posted to the Bid Page on the City's web site.

F. Selection of Successful Service Provider:

The Evaluation Criteria describes the criteria and procedures for evaluating proposals submitted to the City. The City will select the Service Provider that best serves the interests of the City of Walnut Grove and the residents of the City. The City of Walnut Grove reserves the right to waive any irregularities or inconsistencies in the submitted proposals and to reject any or all proposals.

G. Cost of RFP Preparation and Negotiation:

Service Providers participating in this procurement process and subsequent negotiations will prepare the RFP and any subsequent materials and submittals at their own expense, with the express understanding that there may be no claims whatsoever for reimbursement from the City or its advisors for the cost associated with this process. The City reserves the right to terminate the proposal proceedings at any time.

H. Disclaimer:

The City and its advisors have, to the best of their knowledge, represented information and data that are current and applicable to this project. The City is providing the information contained herein as a courtesy to the Service Provider. The City and its advisors neither guarantee nor warranty that the information contained in this RFP or referenced documents is accurate and complete. The City and its advisors are not and will not be liable for omissions or errors contained in this RFP. It is the Service Provider's responsibility to use this information and verify the same during the proposal, negotiation, and contract implementation periods through its own due diligence.

I. No Lobbying:

To ensure fair consideration for all prospective bidders throughout the duration of the solicitation process, the City prohibits communication whether direct or indirect, regarding the subject matter of the RFP or specifications by any means whatsoever whether oral or in writing with any elected official or staff member from the issuance of specifications until Mayor and Council makes the award. Communications initiated by the bidder may be grounds for disqualifying the offending bidder from consideration of award or any future bids. The City Administrator has the authority and right to contact potential bidders as needed in order to meet the goals of the City.

VII. Scope of Services

A. Service Requirements

The Contractor will collect all properly prepared garbage, recyclables and prescheduled Bulk waste from each residence on the designated collection day. Yard Trimming collection service will be offered by Contractor up to three brown yard waste bags and as an optional, chargeable service to City residents for additional yard waste. Contractor will collect yard trimmings from subscribing residences on designated collection day.

Contractor will collect all garbage or C&D Materials properly placed in front end load or roll off containers from Commercial Premises (businesses) on designated collection day. Contractor is also required to offer subscription/ elective recycling services, which shall include single stream or cardboard collection, for businesses with the City.

The Contractor will handle all serviced collection containers in a manner that avoids damage to them. Containers will be returned to the designated setout location at each residence, standing upright, and will not be thrown or placed in areas where they become obstructions to pedestrians or traffic flow. The contractor will also replace all commercial front-end load or roll off containers back in original location upon service completion.

The Contractor will make collections with a minimum of noise and disturbance to the householder between specified hours. Collection hours are between 7 a.m. and 3 p.m. The work will be done in a sanitary manner. The Contractor's employees will pick up trash, recyclables or yard trimmings spilled by the Contractor immediately. All areas where glass has been broken or dropped will be swept clean and glass deposited in the truck. All solid waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented. Any leaking fluids from the trucks of the Contractor will be cleaned up within 24 hours, and notification must be sent to the City's staff member in charge of the contract.

B. Holidays

Pickup days will not be reduced by holidays but may be rescheduled. Contractor will advertise to all customers schedule changes of holidays at least 7 days before any observed holidays. The City must approve any schedule changes.

C. Collection Equipment

Contractor will keep all equipment in safe operating condition and in proper repair, in a clean, sanitary, and presentable condition. Vehicles must be painted uniformly with the name of the contractor. Any equipment not functioning properly shall be replaced or repaired before returning to operations.

D. Missed Collections and Complaint Handling

All complaints shall be made directly to the Contractor, and shall be given prompt and courteous attention. In the case of alleged missed collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the garbage or recycling to be collected for the residential or commercial premises within 24 hours after complaint has been received. Contractor will submit to the City on a monthly basis the report of missed collections, either solid waste or recycling.

The City's goal is the resolution of 99% of all complaints within 24 hours of the complaint.

E. Payment to Contractor

The City will be responsible for billing its residential customers and collecting all payments for collection, transportation and disposal of the materials collected. Invoices submitted to the City will be paid on a monthly basis according to the terms and conditions of the Agreement resulting from this proposal. The Contractor will be responsible for invoicing each commercial business customer monthly for front end load or roll off services utilized on Commercial Premises.

F. Educational and Promotional Programs

The Contractor, as a part of its proposal, shall describe the outreach, educational and promotional programs for recycling that will be provided to the City at the Contractor's expense. Contractor shall include samples of promotional and educational materials and detail any additional offered Contractor sponsored events. Any printed materials approved by the City after the contract has been executed will be provided for distribution at City Hall at the Contractor's expense. Other programs available and proposed by the Contractor will be used in the evaluation of each Contractor's proposal.

G. Personnel

The Contractor will assign a qualified person or persons to be in charge of its operations within the City and will provide the name and telephone numbers of such person to the City.

H. Statement of Work

All garbage collected will be delivered to a permitted solid waste disposal facility operating in compliance with applicable federal, state, and local laws. The Contractor will be responsible for ensuring the disposal facility is operating and continues to operate in compliance with all applicable laws and regulations. The Service Provider shall perform the work as outlined in this RFP in a competent, qualified, diligent and efficient manner. The pickup and removal of Hazardous Waste is not included in the Services.

I. Carts

The Contractor will offer all households in the City a 95-gallon wheeled trash container cart, an 18-gallon recycling collection bin, and an optional 65-Gal recycling cart. The 18 gallon recycling bin will be at no additional cost to the City or customer with an additional charge for a 65 gal recycling cart. All equipment will bear the hot-stamped name and logo of both the contractor and the city. All garbage and recycling collection equipment will be maintained in good repair and appearance. The container will remain the property of the Contractor who will be responsible for replacing faulty or damaged carts to the household. If the household is deemed responsible for the necessary replacement, an appropriate fee shall be assessed.

VIII. Commercial Front End Load and Roll Off Containers for Commercial Premises

The Contractor will offer all commercial premises either front end load or roll off containers depending on the need of the respective commercial business. Contractor is required to offer front end load containers in sizes 2,4,6 and 8 cubic yards and roll off containers in sizes 20, 30 and 40 cubic yards open top or 34, 35 and 40 cubic yards compactor units and must be able to provide up to 6 days per week service, Monday-Saturday.

A. Regular Service Provision for Residential Collection

The Contractor will be required to pick up, on a weekly basis, all garbage and household trash generated at each household, provided material is placed in an approved collection container.

Any materials set out for collection that are not in an approved container will be left at the curb. Additional items or bulk items can be picked up by request and additional fees in a structure or process proposed by the Contractor. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the public of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers ten days in advance of the effective date.

B. Bulk Waste

Contractor shall collect Bulk Waste on an "on-call" basis to contractor, from Residential Premises one (1) time per week at curbside for an additional fee as described in the Fee Schedule. Limit 1 acceptable item per week. The occupant of

the residence shall place bulk waste item curbside prior to 6 am on schedule collection day. Bulk Waste items not to exceed fifty (50) pounds.

Additional Yard Trimming collection (more than three yard waste bags) shall be offered by Contractor as an optional, chargeable service to the residents of Walnut Grove. All vehicles used for collection of yard trimmings will be either covered or secured so as to prevent trimmings from being scattered or spilled.

It is the Service Provider's responsibility to properly dispose of all Yard Waste collection bags at no additional cost to the City. Each bag or container placed out for collection may weigh no more than fifty (50) pounds.

D. Collection of Recyclables:

The Contractor will be required to pick up, on every week basis, all approved, comingled, recyclable material generated at each household, provided material is placed in an approved collection container.

The Contractor shall collect the following recyclable materials using a single stream methodology:

- aluminum cans, steel cans, one through seven plastic bottles and containers, except Styrofoam, all grades of paper including but not limited to newspaper, junk mail, magazines, and corrugated cardboard.

a. Processing Facilities

All recyclable items must be recycled at an approved recycling facility.

The Contractor will not collect non-recyclable materials if they are not placed into the approved recycling cart or bins provided for recycling. In the event that it is clear that non-recyclable materials are placed in the container, the Contractor will leave the materials in the container along with a notice to the resident.

E. Backdoor Services:

Senior citizen, defined as 65 and older, or disabled service will be provided to residents who are determined by the city to live in a residence in which no individual is physically capable of taking garbage to the curb. Disabled service will be determined or verified by the City based on a physician's affidavit stating that all residents of a home is physically restricted from being able to manage a cart to the street.

Contractor shall not charge City more for backdoor service than for curb service as long as the number of residents receiving backdoor service does not exceed ten percent (5%) of the total number of customer serviced under the contract.

F. Regular Service Provision for Commercial Collection

The Contractor will be required to pick up, all garbage and commercial trash generated at each business, provided material is placed in an approved commercial collection container.

Any materials set out for collection that are not in an approved commercial container will be left outside of dumpster. The Contractor will be free to establish routes to achieve the maximum efficiency of operation. The Contractor will notify the business of the collection schedule at the time service is established. All route changes must be communicated to both the City and Customers ten days in advance of the effective date.

The contractor shall maintain combinations and keys for dumpsters located behind commercial fenced in areas.

G. City Facilities:

The following equipment and service levels shall be provided at no charge to the City. Contractor is required to provide a 95-gal container for waste and a separate container for recycling, at City Hall. The contractor is required to provide a front end load dumpster at public works. Those containers shall be emptied at least once per week, 52 weeks each year.

IX. Fee Schedule

Residential Fee Schedule:

Residential Curbside- 95-gallon cart (1), 18-gal recycling bin, and 3 yard waste bags.

- Contractor to provide weekly garbage service, weekly yard waste, weekly recycling service and 1 prescheduled bulk item, per week, per residence
 - Cost per month, per residence \$ _____
- Contractor to provide additional yard trimming pick up to residences
 - Cost per additional bag \$ _____

Additional Carts

- Garbage Cart \$ _____ per additional cart, per month
- Recycle Cart 65-gal \$ _____ per additional cart, per month

***Proposed pricing must include all fees, charges and surcharges

Commercial Fee Schedule:**• Front End Load**

| <u>Size</u> | <u>Frequency</u> | | | | | |
|--------------------|-------------------------|----|----|----|----|----|
| | 1x | 2x | 3x | 4x | 5x | 6x |
| 2 yard | | | | | | |
| 4 yard | | | | | | |
| 6 yard | | | | | | |
| 8 yard | | | | | | |

Provide monthly pricing for each container size and frequency listed, assuming 1 container. ***Proposed pricing must include all fees, charges and surcharges

• Front End Load Recycling

| <u>Size</u> | <u>Material</u> | <u>Frequency</u> | | | | |
|--------------------|------------------------|-------------------------|----|----|----|----|
| | | 1x | 2x | 3x | 4x | 5x |
| 8 yard | Single Stream | | | | | |
| | Cardboard Only | | | | | |

Provide monthly pricing for each material type and frequency listed, assuming 1 container. ***Proposed pricing must include all fees, charges and surcharges

• Roll Off

| <u>Container Type</u> | <u>Rate per Haul</u> | <u>Rate per (1) ton</u> | <u>Monthly Rental Rate</u> |
|------------------------------|-----------------------------|--------------------------------|-----------------------------------|
|------------------------------|-----------------------------|--------------------------------|-----------------------------------|

| | | | | |
|-------------|----|-----------|--|--|
| Size | 20 | | | |
| yard | 30 | | | |
| yard | 40 | Open Top | | |
| yard | | Open Top | | |
| 34 yard | | Open Top | | |
| 40 yard | | Open Top | | |
| | | | | |
| must | | Compactor | | |
| charges | | Compactor | | |

***Proposed pricing include all fees, and surcharges

X. Technical and Fee Proposal Requirements

A. Overview

The Service Provider shall provide detailed information so as to demonstrate its understanding of the services requested.

B. Documents

All documents will be typewritten on standard 8.5 x 11-inch white paper. Exceptions would be schematics, exhibits, photographs or other information necessary to facilitate the City's ability to accurately evaluate the proposal.

C. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Service Provider. The cover letter shall provide the name, address, telephone and facsimile numbers of the Service Provider along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Service Provider's understanding of the Project, a summary of the approach to be undertaken to perform the Services.

D. Executive Summary.

The Service Provider shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, assign a Company point of contact for the Project, give the responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Company's Proposal, which make it superior or unique in addressing the needs of the City.

E. Submission

The Service Provider shall package and seal its proposals so that they will not be damaged in mailing. **Technical and Fee proposals are to be sealed separately**

and mailed together inside an outer envelope or package. Do not include pricing in your proposal other than in the sealed Fee proposal portion of the Proposal. Service Providers are reminded that under Georgia law, **all opened** documents fall under the open records act and are subject to inspection by the public. Accordingly, proprietary information and/or data cannot be withheld from public inspection. All proposals and supporting documents will be submitted in accordance with the **“Instructions to Service Providers”** section.

XI. Approach

A. Project Methodology

The Service Provider shall provide, in this section of the proposal, a description of the method(s) that will be used to accomplish the level of services required in Section D, Program Services. Methods for all areas of Section D, Program Services, must be described.

B. Management of Collected Materials

The Service Provider will provide, in this section, the various disposal facilities it intends to use during the contract period(s.)

a. Solid Waste

The Service Provider will provide a list of solid waste disposal facilities and/or waste transfer stations it intends to use to dispose of waste generated within the City. The list will include the disposal facility's permit number, current address, contact person and telephone number for each facility listed.

b. Recyclables

The Service Provider will submit in its proposal a list of recycling facilities it will use to process the recyclables generated within the City. The list will include a current address, contact person, and telephone number of each facility listed.

c. Yard Trimmings

The Service Provider will identify how it will manage the yard trimming material collected and provide a list of the proposed facilities it intends to use. The list will include the disposal facility's permit number, current address, contact person and telephone number for each facility listed.

d. Local Presence

The Service Provider will list the addresses of the locations where Contractor maintains an office or operation facility that will be responsible for providing services to the City.

XII. Company Experience and Capabilities

A. References

Provide no less than two (2) city references similar in size and scope to the city. Include the city's name, the contract start date, and name, position, phone number, and email address of the primary contact at each city.

B. Company Organization

C. Company History

Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

D. Fee Proposal

E. Franchise Fee

Contractor shall pay the city, on a monthly basis, a franchise fee in the amount of 3% of the revenues collected each month from all services invoiced.

F. Reasonableness

The Fee Proposal shall remain sealed until the Technical Proposals have been opened and evaluated. The Company whose technical score ranks among the top three proposals will have their Fee Proposals opened and scored. These Fee Proposals will be evaluated for completeness and reasonableness as they relate to the technical proposal.

G. Best Value

The Fee Proposal is important; however, it will not be the only determining factor in the selection process. It is not the intent of the City to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

H. Proposal Evaluation Factors

It is the intent of the City to evaluate the proposals based on technical merit and price and to choose the Service Provider whose proposal provides the best value to the City.

The City reserves the right to waive any irregularities, reject any and/or all proposals, in whole or in part, when, in the City opinion, such rejection is in the best interests of the City.

a. Evaluation Method

- Each proposal will be reviewed by an evaluation team assigned by the City Manager. The evaluation will involve a holistic review of all

material provided with a distinct interest in the following components (in no particular order):

- Service Provider's innovative approach to encouraging and maintaining a sustainable solid waste system.
- Service Provider's proven ability with similar projects. Expertise of key personnel to be assigned to the contract.
- Service Provider's proven ability to provide innovative, cost-effective service.
- Service Provider's proven track record of responsiveness to time limitations and deadlines.
- Service Provider's proven track record of quality of performance.
- Service.
- Provider's capacity to perform.
- Service Provider's cost proposal.

NOTE: The City reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with that selected firm. Accordingly, it is imperative that all submittals contain both the best technical and fee proposals in their initial submission.

i. Oral Presentations

Following the evaluation of the proposals, the City may request the top-ranking firms(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, the requested Service Providers will be contacted to arrange a mutually acceptable date and time that will be promulgated by the Contract Administrator.

ii. Negotiations

Following any presentations, the finalist(s) shall be re-evaluated. Should it become necessary, the Contract Administrator shall negotiate with the Service Provider whose proposal is determined to be most advantageous to the City. If negotiations with the highest-ranking Service Provider fail, negotiations shall be initiated with the next highest-ranking Service Provider, and so on, until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

iii. Contract Formation

If the negotiation process produces mutual agreement, a draft shall be constructed and forwarded to the successful Service Provider for execution and then to the City's Mayor and Council for acceptance. The draft contract format will be the **only** acceptable document for execution. The Service Provider is cautioned not to introduce its format or suggest an association's format, e.g. "AIA."

XIII. General Conditions

A. Contract Administration

The Contract Administrator for this Request for Proposals (RFP) is **Jay Crowley, City Attorney**. The Contractor Administrator shall act as the City's representative during the execution of any subsequent contract and related amendments. He will evaluate any contract disputes in a fair and unbiased manner. The decisions of the Contract Administrator shall be final and conclusive and binding upon all parties to the Contract. Any **contractual** questions arising during the proposal period or during the contract period(s) are to be addressed to the Contract Administrator at the following address:

Jay Crowley
10 Lumpkin St
Lawrenceville, GA 30046
jay@wtp.legal

B. Notice of Award of Contract

As soon as possible, and within 60 days after receipt of proposals, the City shall notify the successful Service Provider of its intent to enter into a contract agreement. Should the City require additional time to award a contract, the time may be extended by mutual agreement between the City and the successful Service Provider. If an Award of Contract has not been made within 90 days from the proposal opening date or within the extension mutually agreed upon, the Service Provider may withdraw its proposal without further liability on the part of either party.

C. Execution of Contract Documents

- a. Within fifteen (15) days subsequent to successful contract negotiations and City Council approval, the City shall furnish the successful Service Provider the conformed copies of the Contract Documents for execution.
- b. Within fifteen (15) days after receipt of the Contract Documents, the successful Service Provider shall return all the documents properly executed. Attached to each document shall be the certificate of insurance and proper licenses required by Federal, State or Local authorities.
- c. Within thirty (30) days after receipt of the Contract Documents, executed by the successful Service Provider, certificates of insurance, and license(s) the City shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.
- d. Should either party require an extension of any of the time limits stated

above, it must be by mutual agreement between both parties.

D. Insurance

a. Liability

The Contractor shall maintain such insurance as will protect him from claims under workmen's compensation acts and from any other claims for damages to property, and for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or anyone directly or indirectly employed by either of them. Certificates of such insurance shall be filed with the City.

*The limits of insurance are as follows:

Comprehensive General Liability -The successful service provider shall exercise proper precaution at all times for the protection of persons and property. It shall carry approved public liability and property damage insurance with the following minimums:

| | |
|-------------------------------------|--|
| Worker's Compensation: Liability | Statutory-minimum \$1,000,000 Employers \$1,000,000 each accident |
|-------------------------------------|--|

| | |
|--|-----------------------------|
| General Liability: Bodily Injury/ Property Damage | \$5,000,000 each occurrence |
|--|-----------------------------|

| | |
|--|---------------------------|
| Automobile Liability: Bodily Injury/Property Damage | \$5,000,000 each accident |
|--|---------------------------|

| | |
|------------------|------------------------------|
| Excess Umbrella: | \$10,000,000 each occurrence |
|------------------|------------------------------|

*Liability Insurance shall be effective for the duration of the contract period as described in the contract documents, including authorized change orders.

b. Certificates of Insurance

Certificates acceptable to the City shall be attached to the signed Contract Documents when they are transmitted to the City for execution. These certificates shall contain the statement that "Coverage afforded under the policies will not be canceled unless at least thirty (30) days prior to cancellation written notice has been given to the City, as evidenced by receipts of Registered or Certified mail."

c. Quantities

None of the various City Departments, Agencies, or Employees, individually or collectively, shall be required to activate any minimum or maximum number of items during the life of any contract, or extension thereof, as a result of this RFP.

d. Indemnification

The successful Service Provider will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the successful Service Provider and anyone directly or indirectly employed by the Service Provider or anyone for whose acts any of them may be liable. In any and all claims against the City or any of its agents or employees, by any employee of the successful Service Provider, directly or indirectly employed by the Service Provider, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Service Provider or under the Worker Compensation Acts, Disability Benefits Acts or other employee benefits acts.

e. Notice to Proceed

The Notice to Proceed shall be issued within ten (10) days of the execution of the Contract Agreement by the City. If there are reasons why the Notice to Proceed should not be issued within this period, the time may be extended by mutual agreement between the City and successful Service Provider. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the successful Service Provider may terminate the Contract Agreement without further liability on the part of either party.

f. Assignments

The successful Service Provider shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the City. In case the successful Service Provider assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Service Provider shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

g. Laws & Regulations

The successful Service Provider's attention is directed to the fact that all applicable Federal, State and City laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services

shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Service Provider shall keep fully informed of all laws, ordinances and regulations of the Federal, State, City and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, the Service Provider shall herewith report the same in writing to the City.

The Service Provider shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify the City and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by the Service Provider or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Service Provider.

h. Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay of the occurrence

of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event.

Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

E. Storm Debris

The collection of additional volumes of yard waste/debris generated by severe weather such as hurricanes, tornados, ice storms, etc., is not included in the rates set forth in this RFP. In the event the City is impacted by such weather; the Contractor shall be entitled to additional compensation for the collection and disposal of such waste.

F. Notice & Service Thereof

- a. All Notices, demands, requests, instructions, approvals, and claims shall be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor specified in this proposal (or at such other office as the Contractor may from time to time designate to the City in writing), or if deposited in the United States Mail in a sealed, postage prepaid envelope, or delivered, with charges prepaid, to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the City shall, unless otherwise specified in writing to the Contractor, be delivered to the Contract Administrator. Any notice to or demand upon the City shall be sufficiently given if delivered to the Office of said Contract Administrator or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to said Contract Administrator or to such other representative of the City or to such other address as the City may subsequently specify in writing to the Contractor for such purposes

G. Schedule, Reports and Records

The Contractor shall submit to the City schedules, reports, estimates, records and other data as the City may request concerning services performed or to be performed.

XIV. Changes in the Contract

A. Changes in the Service

The City may at any time, as the need arises, order changes within the scope of the services without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required

for performance of the services, an equitable adjustment shall be negotiated culminated by the issuance of a Contract Amendment. The Contract Administrator, also, may at any time, by issuing a Contract Amendment, make changes in the details of the services. The Contractor shall proceed with the performance of any changes in the services so ordered by the Contract Administrator unless the Contractor believes that such order entitles a change in the fee time or both, in which event the Contractor shall give the Contract Administrator written notice thereof within fifteen (15) days after the receipt of the Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the City

The City may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In such cases, the City shall indicate this intent in a written notice to the Contractor.

B. Changes in Fee

The Fee's shall be Increased by no more than 3% each year, unless otherwise agreed to by both parties.

There shall be no Fee adjustments allowed for fluctuations in fuel prices unless the cost of diesel fuel is above \$4.00/gallon. At such time, contractor shall present evidence of fuel surcharged needed, which shall not be unreasonably withheld.

C. Changes in Contract Period

The Contract Periods shall be changed only by a Contract Amendment. Changes in the services described above and any other claim made by the Contractor for a change in the Contract Period shall be evaluated by the City and if the conditions warrant, an appropriate adjustment of the Contract Periods will be made.

D. Permits and Regulations

The Contractor shall obtain and pay for all permits, licenses and any other regulatory requirements, necessary for the prosecution of these services. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of these services.

a. Business License

Contractors and subcontractors shall have a current business license and shall furnish the license numbers prior to entering into a contract with the City.

XV. Responsibilities of the Contractor

A. Subcontractors, Manufacturers, and Suppliers

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of subcontractors, manufacturers, suppliers and their employees. This includes the responsibility for conducting operations in such a manner as to cause the minimum damage possible to existing private property and improvements, and to the public and private infrastructure.

B. Contractor's Employees

The Contractor shall be responsible for the adequacy, efficiency and sufficiency of employees. Workers shall have sufficient knowledge, skill and experience to perform properly the work assigned to them. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

C. Public Safety and Convenience

The Contractor shall conduct work so as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

D. Disposal Facilities

Subsequent to the original approval of disposal facilities by the City, any additional solid waste disposal facilities anticipated to be used by the Contractor will require prior written approval of the City.

E. Compliance with Laws

The Contractor shall remain fully informed of all current and future State and Federal Laws, all regulations of the various departments or agencies of the State of Georgia, and local ordinances and regulations in any manner affecting those engaged or employed in the services, or the materials used in the services, or in any way affecting the conduct of the services and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

Contractor shall at all times observe and comply with, and cause all his agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the City, its officers, employees and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees or any subcontractor.

XVI. Representation

A. Non-Discrimination

- a. The company agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, national origin, or disability.

- b. Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who work on the Project which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. The Company will also inform the City of the final disposition of such cases.