



**CITY COUNCIL MEETING
JULY 13, 2020
SOUTH KING STREET
DEPOT COMMUNITY ROOM**

MINUTES

PRESENT: James F. Palmer, Mayor
George R. Crowley, Mayor Pro Tem
Ray Mitchell Denmon, Councilman
Al Edwards, Councilman
Jackie Palazzolo, Councilwoman

ALSO: Paul Worley, City Administrator; Larry Vickery, Utilities Administrator; Sharon Nelson, City Clerk; George Govignon, City Attorney; Tony Pyle, Police Chief; and Lenny Nesbit, Fire Chief.

1. **Council Meeting Called to Order**
Welcome
Mayor Palmer called the meeting to order and welcomed everyone in attendance.
Invocation
Utilities Administrator Vickery gave the invocation.
2. **Pledge of Allegiance**
Mayor Palmer led the group in the Pledge of Allegiance to the United States Flag.
3. **Amendment or Approval of Proposed Agenda**
Mayor Pro Tem Crowley made a motion to approve the July 13, 2020 agenda as presented. Councilwoman Palazzolo gave a second with all voting aye. Motion approved.
4. **Amendment or Approval of Minutes**
Councilman Edwards made a motion to approve the minutes of the City Council meeting of June 22, 2020. Councilman Denmon gave a second with all voting aye. Motion approved.
5. **Mayor's Comments**
None

6. Council Comments

A. Councilwoman Palazzolo submitted June reports as follows:

1) Water and Sewer Operations

Water Treatment Plant

- Total gallons withdrawn: 326,790,000
- Daily average: 10,893,000
- Wells: 131,330,000
- Big Springs: 0
- % produced by Brittany Drive: 40.2%
 - Brittany Dr. daily production to capacity: 37.09%
 - Mauldin Rd. daily production to capacity: 40.72%
 - Rainfall for November – 5.63”

Waste Water Treatment Plant

- Treated a daily average of 4.197 MGD, with an average BOD effluent of 3, average suspended effluent of 11, and an average COD of 49.

Water Distribution & Wastewater Collection

- 257 work orders completed, 13 new water connections, 26 water service leaks repaired, 19 water main leaks repaired, 112 meter changes, 65 utility locates called in for work orders, 600 utility locates responses.
- 2,150 feet of Sanitary Sewer Services TV inspected, 418 utility locates completed, 5,610 feet sanitary sewer lines cleaned, 10 new sewer connections installed, 4 sanitary sewer services repaired.

2) Water and Sewer Construction

Projects Under Construction

- 319 Grant Lynn Creek Project- Currently in the planning phase.
- The two inch galvanized line replacement continues utilizing city forces.
- S.R. 156 Water Main Relocation (GDOT/ RR Bridge Replacement @ Ranger) – Water line has been installed and tested under new bridge and roadway. Contractor still needs to connect both ends of the new main to water system.
- Ranger 12” Water Transmission Main –Contractor is finishing final clean-up.
- New 2.0 Million Gallon Tank on Pittman Road – Project Complete & Tank is in Service.
- Peters Street Phase II Water and Sewer Relocations – Water relocation is approximately 98% complete. Sewer is 100% complete. Crews are installing the final segment for the new water mains. This is located at the creek near Richardson Road.
- Hwy 41 South Sewer Extension – Contractor is finishing final clean-up.
- Georgia Cumberland Academy Force Main & Lifts Station Project- Pre-construction meeting was held in June, and the contractor is expected to begin construction of force main at the beginning of July.

Projects in Design & Development

- South Interceptor Flow Study
- Brittany Drive Standby Generator Grant Application
- Buc-ee's Water Line Relocation on Johnson Lake Road

3) **Library**

- There are 11,282 library card holders, 0 library visitors, and 79 total circulation.
- There were 0 story time attendance, 0 adult program attendance, 4 new users, 970 e-books, 926 audio books, 0 computer logins, and 22,817 Facebook visits.

B. Councilman Edwards submitted June reports as follows:

1) **Police Department**

- Made 210 cases with 8 DUI's
- Fines collected by Municipal Court - \$32,099
- Issued 169 warnings
- Investigated 64 highway accidents, 35 private property accidents
- Obstruction - 7
- Lethal Weapon Encounter - 1
- Alarm responses - 223
- Miles patrolled: 28,707

2) **Municipal Court**

- Total Court cases- 209
- Court cases dropped- 74
- Number of Bond forfeitures- 184
- Number of Probation cases- 20
- Failure to appear- 0
- Subpoenas served- 0

3) **Fire Department**

Fire Suppression Division

175 Total reported calls for service for the Suppression Division

Dispatched Calls

- 5 Fire Incidents (\$21,200.00 in Estimated Fire damage)
- 0 Overpressure Rupture, Explosion, Overheat (NO FIRE)
- 99 Emergency Medical Services / Rescue (Injuries, Medical, or Fatality)
- 5 Hazardous Conditions Incidents (NO FIRE; Leaks, Spills, Electrical Hazards; All Other Hazardous Conditions without injuries)
- 6 Service Calls (Water Leak; Assist Other Agencies with Non-Emergency Calls)
- 45 Good Intent Calls (Smoke / Odor check; Investigation of Unknown Problem)
- 14 False Alarms or False Calls
- 0 Severe Weather & Natural Disaster

1 Special Incident Type (Citizen Complaint; Other)

Additional Fire Department Activities

- Completed routine Dept. maintenance and duties.
- Continued Participating in meetings on Covid-19 response protocols and issues with local agencies (by video conference).
- Completed pressure testing on all fire hose in the department.
- Participated at a Public Safety day at Jacket Jamboree.
- Took possession of the new Pierce Engine, with crews loading hose and mounting equipment prior to putting into service the first week of July.

Training Division

CFD completed 851 Total Man Hours of training during the month.

Training consisted of:

Hazardous Materials training with Ga Natural Gas instructors at our facilities.
Gas monitor training.
Live Fire Attack.
Pump Operations and Fire Streams.
Strategic and Tactical Operations.

Fire Inspections - Public Safety Education -Code Enforcement Division

65 Total Reported Activities / Inspections completed during the month.

Inspections / Enforcement

- 6 Annual Inspection
- 4 New Business Inspections
- 23 Requested Inspections
- 4 Follow Up, Re-Inspections
- 0 Burn Site Inspections
- 2 Plan Reviews
- 0 Pre-Construction Meetings
- 0 Sprinkler Permits Issued
- 0 Fuel Tank Permit (Install, Removal or Service)
- 26 Consultations
- 0 Illegal Burning Citations

Additional Inspection - Public Safety & Codes Division Activities

Inspections completed an environmental assessment for 609 North Wall Street.

4) **Safety Committee**

- The safety committee did not meet in the month of June.
 - Vehicle accidents: 0
 - Workers compensation: 2

C. Councilman Denmon submitted June reports as follows:

1) **Public Works**

Street Department

1. Completed 28 shop and 17 street dept. work orders.
2. Installed 6 new street signs.
3. Repaired utility cuts and pot holes using 42 tons of asphalt.
4. Installed a storm drain on Crest Drive.

Cemetery Department

1. Performed routine maintenance on Fain and Chandler cemetery.
2. Supervised the opening and closing of 9 grave sites.
3. Sold 9 new grave spaces.

Parks Department

1. The grounds crew picked up litter, mowed, trimmed bushes, hauled garbage to the dump, and maintained records at records room.
2. The maintenance crew maintained designated buildings downtown.
3. Replaced front door lock at City Hall.

Animal Control

- Housed 9 dogs and 16 cats
- Number of dogs adopted: 1
- Number of cats adopted: 0
- Number of dogs rescued: 6
- Number of cats rescued: 13
- Number of dogs reclaimed by owner: 1
- Number of cats reclaimed by owner: 0
- Number of dogs euthanized: 0
- Number of cats euthanized: 0
- Number of warnings given: 12
- Number of bite cases: 1
- Citations issues: 2

2) **Recreation Department**

1. **PROGRAMS:**

Camp South River – Camp was held June 15-19 with all 20 spots filled and June 22-26 with 18 campers attending. Due to Covid 19 only 20 campers are allowed each week.

Tennis – Leagues – EVTA and STA Flex league play resumed in June.

2. **TOURNAMENTS:**

PGF QUALIFIER – June 13-14 – The first tournament of the season was held with 46 teams participating. There were a total of 3,312 visits made to the park by players, coaches and spectators during the 2 days event. The estimated economic impact for this event is \$215, 280.00

3 v 3 SOCCER TOURNAMENT – June 20 – There were 240 participants in this event with 600 visitors. The estimated economic impact for this tournament is \$39,000.

Georgia USA Softball –16U State tournament – June 27 - There were 5 teams that participated in the 16U State tournament. There were 270 visitors to the park and the estimated economic impact for the day tournament is \$17,550.

3. **POOL** - The number of swimmers per session increased to 50. The pool is open Monday through Saturday with 3 sessions at 10:00-12:00; 12:30-2:30 and 3:00-5:00. There were 1,560 visits during the month of June.
4. **FACILITY USAGE:** There were no rentals in June due to COVID-19. Rental of the pavilions began July 1 with social distancing requirements in place.

5. WEBSITE USAGE:

CalhounRec.com	Facebook
Page Views – 4,386	Reached – 3,255
Users – 713	Post Engagements – 2,817
Posts – 7	Posts -17

6. PARK MAINTENANCE

Trash detail and tree limbs daily
Disinfected throughout park twice daily
Prep fields for adult league and scheduled practices
Mowed all areas of park daily
Groomed park areas daily
Pressure washed buildings
Pool maintenance

3) **Downtown Development Authority**

The new awnings that were approved through the HPC Façade Grant have been installed on 101 S. Wall Street. The Farmer’s Market is every Monday through September in the Depot parking lot from 10-2. Twelve downtown businesses are hosting Downtown Calhoun Christmas in July Sale on July 24th and 25th. All retail and restaurants are open and continuing to offer curbside pickup and dine in options. The DDA is encouraging everyone to shop local.

D. Mayor Pro Tem Crowley submitted June reports as follows:

1) **Electric Department**

- Construction continues on new residential housing in Madison Garden on Beamer Road and Willow Brook phase 2 on Dews Pond Road.
- Electrical Engineering continues on the 42 lot Waterside Subdivision on Dews Pond Road and the Gordon County Annex Expansion.

- Streetlight LED upgrade on Town Lake Road.
- Pole replacement and vegetation management continues behind Creek View Drive with vegetation management around Wellco Lane.

WORK ORDERS IN PROCESS OR COMPLETED FOR JUNE:

• NEWLY CREATED	62
• COMPLETED AND CLOSED	69
• CONSISTING OF:	
• CAPITAL CONSTRUCTION	19
• STREET AND SECURITY LIGHTING-	2
• DISTRIBUTION MAINTENANCE	1 5
• OUTAGES / TROUBLE CALLS	1 2
• WORK FOR OTHER DEPARTMENTS	21
• NEW METER SETS	12
• METER MAINTENANCE/REPLACEMENT	9
• ELECTRIC LOCATE TICKETS PROCESSED-	26 0

The City of Calhoun's Electrical load for June 2020 is estimated to be about 32 million kilowatt hours (kWh). This is about 3 million more than last month and about 2 million kWh less than June of 2019. Actual numbers will be released around July 17th.

2) Telecommunications

Telecommunications

- Installed internet service for five new customers, started construction on another, have two customers pending installation and waiting to hear back on five quotes for service.
- Increased existing customer bandwidth 100 Megabits.
- Repaired two customer fiber drops.
- No disconnects for June.
- Participated in Finance Department's training for document management and started setting up security for users.
- Work continues on new switch configurations, verifications and installation procedures.
- Installed four new computers and three new printers.
- Filed federal, annual, e-rate participation form.

- Opened 18 and closed 26 work orders.

Geographic Information Systems

- Worked with Engineering on water modeling.
- Updated circuit phasing and generated usage reports for Electric Department
- Updated maps for water, sewer, metering, and telecom.
- Updated City and GIS web sites
- City employee GIS login statistics
 - Total logins – 1227
 - Top three layers accessed
 - Water – 562
 - Electric - 244
 - Metering – 113

3) Building Inspections

- Issued 65 permits for an estimated cost of \$1,564,806, collected \$13,513 in permit fees. This included 10 new residential, 4 residential remodel, 2 new commercial, 15 residential plumbing, 13 residential electrical, 2 commercial plumbing, 7 residential HVAC, 4 commercial electrical, and 3 industrial electrical. 195 total inspections.

7. Public Hearing and Comments

Announce at this time, public hearings will be held. The public will have the opportunity to make pro and con comments with a ten minute maximum time limit for each side of the matter, with each person giving their name and address. An inquiry should be made to determine if any elected official has filed a disclosure statement regarding ownership or special interest in any of the agenda items. Zoning Land Use Maps on display in Council Chambers for Zoning Advisory Board and Council hearings.

A. Public hearing of a resolution regarding the election to renew the present contract for municipal garbage collection with Mauldin Trash Services for an additional five year period.

- Mayor Palmer opened the public hearing.
- City Administrator Worley gave the report on legal requirements and notices stating that all had been met.
- Mayor Palmer opened the floor for public comments.
- There being none, Mayor Palmer closed the public hearing and stated that a letter had been provided by Mauldin's Trash Service stating their willingness to continue services. Mayor Palmer read the header of the resolution as follows: "A Resolution of the Mayor and City Council of the City of Calhoun, Georgia, regarding the election to renew the present contract for Municipal Garbage Collection executed on or about February 1, 2016 for a period of an additional five (5) year term." Mayor Palmer then called for a motion concerning the resolution.

- Councilwoman Palazzolo made a motion to approve the resolution renewing the Mauldin Trash Services contract for an additional five year term. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved. Mayor Palmer noted that all City Departments were pleased with and work well with Mauldin Trash Services and this was an opportunity to continue with these services for an additional five years at the same price. (copy attached)

8. **Old Business**

None

9. **New Business**

- A. Mayor Palmer gave the first reading of a variance request of 15 feet, varying from 25 feet to 40 feet, at a location of 260 West Belmont Drive (parcel C42-151) to erect a billboard for advertising purposes, by Gabe Freeman. The Zoning Advisory Board meeting will be held on August 6th and the public hearing will be held on August 10th.
- B. Mayor Palmer gave the first reading of an annexation and zoning request of R-1 for .69 acre, at a location of 262 Thornwood Dr. SE (parcel 056B-066), by Lyn W. McCracken. The Zoning Advisory Board meeting will be held August 6th and the public hearing will be held August 10th.
- C. Mayor Palmer gave the first reading of an annexation and zoning request of C-2 for 1.027 acres, at a location of 1229 Hwy 41 North (parcel 042C-154), by Larry Rhinehart. The Zoning Advisory Board meeting will be held August 6th and the public hearing will be held August 10th.
- D. Mayor Palmer gave the first reading of an application by Nance Carpet & Rug Company, Inc. to borrow funds from the City Revolving Loan Program. Mayor Palmer stated that the application was eligible for a public hearing on July 27th and called for a motion to set the public hearing for this date. Mayor Pro Tem Crowley made the motion with a second by Councilwoman Palazzolo. All council members voted aye and the motion was approved.
- E. Mayor Palmer read a request from Calhoun Municipal Court to surplus a 2000 Ford Crown Vic on Govdeals. Mileage 147,928; VIN#2FAFP71W41X196700. Councilman Edwards made a motion to approve the surplus request. Councilman Denmon gave a second with all voting aye. Motion approved.
- F. Mayor Palmer stated that a motion was needed regarding a resolution for modification of Loan Number DW3001, DW13003, and DW10007 with the Georgia Environmental Finance Authority (GEFA), providing for (1) an interest-free period commencing on June 1, 2020 and ending on November 30, 2020 and (2) a payment-free period commencing on July 1, 2020 and ending on December 31, 2020. He then gave the floor to Mr. Vickery to provide a summary of the request. Mr. Vickery stated that the modification was offered by GEFA due to COVID-19 and its effects on some government entities; to allow for a forgiveness period for those cities having water and sewer system loans. Mr. Vickery stated that the City of Calhoun was in a good position financially and during the forgiveness period all monies that have been budgeted toward these payments will be set aside in an escrow account and used toward a payment to the principal balance of the loan at the end of the forgiveness period. Mayor Palmer called for a motion concerning the resolution. Councilman

Denmon made a motion to approve the resolution and allow Mayor Palmer to sign all related documents. Councilwoman Palazzolo gave a second with all voting aye. Motion approved. (copies attached)

- G. Mayor Palmer read a request from Calhoun Police Department to surplus a 2005 Dodge Durango VIN# 1D4HD38N55F622206, and a 2007 Jeep Liberty, VIN#1J4GK4K7W516195. Councilman Edwards made a motion to approve the request. Mayor Pro Tem Crowley gave a second with all voting aye. Motion approved.
- H. Mayor Palmer read a request from Calhoun Police Department to purchase a 2019 Dodge from Prater Ford, VIN# 2G4RDGCG1KR755597, using Federal Forfeiture Funds of \$17,965.00. Councilman Edwards made a motion to approve the request. Councilman Denmon gave a second with all voting aye. Motion approved.

10. Other Written Items Not on the Agenda

11. Work Reports

- A. Mr. Worley stated that the Calhoun Fire Department's new fire engine was now in service. Also, the Recycling Center has concreted and stabilized the pads and the remaining grounds have been asphalted to allow citizens better access to the facilities. A compactor was also purchased in an effort to reduce hauling bills by having the ability to move more cardboard per truck load. Mayor Palmer noted these improvements were made possible by using 2018 SPLOST funds and thanked those present for approving the SPLOST.
- B. Mr. Vickery stated that all electric, water and sewer loads were back to normal.
- C. George Govignon, City Attorney had nothing to report.

12. Motion to move to Executive Session, if needed

13. Motion to return to General Session

14. Motion to Adjourn

There being no other business to come before the Council, Mayor Pro Tem Crowley made a motion to adjourn. Councilwoman Palazzolo gave a second with all voting aye. The motion was approved and the meeting adjourned at 7:33 p.m.

Approved:


James F. Palmer, Mayor

Submitted:


Sharon Nelson, City Clerk



**CITY OF CALHOUN
COUNTY OF GORDON
STATE OF GEORGIA**

**A RESOLUTION
OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CALHOUN, GEORGIA,
REGARDING THE ELECTION TO RENEW THE PRESENT CONTRACT FOR
MUNICIPAL GARBAGE COLLECTION EXECUTED ON OR ABOUT FEBRUARY 1, 2016
FOR A PERIOD OF AN ADDITIONAL FIVE (5) YEAR TERM**

WHEREAS, the on or about the City of Calhoun, a municipal corporation of the State of Georgia (hereinafter called “the City”) did enter into the CONTRACT FOR MUNICIPAL GARBAGE COLLECTION (hereinafter called “said Contract”) with MAULDIN TRASH, INC. (hereinafter called “Contractor”) on or about February 1st, 2016, a copy of which is hereto attached as Exhibit “A;” and

WHEREAS, said Contract called for the initial term of service to be provided by the Contractor for the City for a period of five (5) years, beginning on February 1, 2016 and ending at midnight on January 31, 2021; and

WHEREAS, said Contract does contain therein the text the ability of the parties to renew the provision of services for an additional period of five (5) years in “**ITEM TWO: Renewal of Contract for Additional Term upon Election**” as follows:

“ The City and the Contractor may elect to renew or extend this Contract with the express terms herein for an additional five (5) year term beginning on February 1, 2021 and ending January 31, 2026, at midnight with the following provisions:

- (a) Both the City and the Contractor must agree in writing to said extension not later than August 1, 2020.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CALHOUN,
A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, REGARDING
THE ELECTION TO RENEW THE PRESENT CONTRACT
FOR MUNICIPAL GARBAGE COLLECTION EXECUTED ON OR ABOUT FEBRUARY 1, 2016
FOR A PERIOD OF AN ADDITIONAL FIVE (5) YEAR TERM

- (b) The written agreement for a five (5) year extension shall be subject to the approval of the municipal governing authority. The renewal shall be endorsed by the governing authority via resolution following a public hearing conducted during a regularly scheduled meeting of the Mayor and Council.
- (c) During the second five (5) year term, either party may terminate this agreement by giving the other party a two year notice made in writing. This notice shall be sent by certified mail to the respective party at either City Hall or the Contractor's principle office or place of business."

WHEREAS, the City seeks to hereby elect to exercise the renewal provisions of said Contract as set forth above through midnight of January 31, 2026; and

WHEREAS, the Contractor did cause to be delivered in writing their election to renew the terms and provisions for service under said Contract to the City on our about July 6, 2020, a copy of which is hereto attached as Exhibit "B"to this resolution; and

WHEREAS, the City hereby now seeks to employ this resolution for the dual purpose of the servicing as the municipality's written intent to the extension before August 2, 2020, as well as, the mandated endorsement of same by the governing authority following a public hearing conducted during a regularly scheduled meeting of the Mayor and Council on Monday, the ____ day of July, 2020; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF CALHOUN that the City and the Contractor hereby elect to mutually renew the provisions and terms for services for the as set forth in the **CONTRACT FOR MUNICIPAL GARBAGE COLLECTION** executed by the parties on or about the 1st day of February, 2016 for the additional term of five (5) years February 1, 2021 and ending January 31, 2026, at midnight in

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CALHOUN,
A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, REGARDING
THE ELECTION TO RENEW THE PRESENT CONTRACT
FOR MUNICIPAL GARBAGE COLLECTION EXECUTED ON OR ABOUT FEBRUARY 1, 2016
FOR A PERIOD OF AN ADDITIONAL FIVE (5) YEAR TERM

accordance with the terms of “**ITEM TWO: Renewal of Contract for Additional Term upon Election.**”

BE IT FURTHER RESOLVED that by passage and adoption of this resolution, the continued provision of services by the Contractor on and for the behalf of the City as set forth in the **February 2016 CONTRACT FOR MUNICIPAL GARBAGE COLLECTION** executed by the parties on or about the 1st day of February, 2016 shall continue uninterrupted and subject to the continued original agreed upon terms through midnight on January 31, 2026, subject to any pandemic related issues..

SO RESOLVED by the **MAYOR** and **CITY COUNCIL** at the regularly scheduled meeting of the governing authority, and a unanimous vote of approval by all members of the **COUNCIL** this the 13 day of July, ~~2019~~: 2020.

CITY OF CALHOUN
a municipal corporation of the
STATE OF GEORGIA

BY:



JAMES F. PALMER, MAYOR

ATTEST:



SHARON NELSON, MMC
Clerk of the City of Calhoun, Ga.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CALHOUN,
A MUNICIPAL CORPORATION OF THE STATE OF GEORGIA, REGARDING
THE ELECTION TO RENEW THE PRESENT CONTRACT
FOR MUNICIPAL GARBAGE COLLECTION EXECUTED ON OR ABOUT FEBRUARY 1, 2016
FOR A PERIOD OF AN ADDITIONAL FIVE (5) YEAR TERM

COUNTY OF GORDON
STATE OF GEORGIA

CONTRACT FOR MUNICIPAL GARBAGE COLLECTION

THIS CONTRACT, made and entered into this 1st of February, 2016, by and between the City of Calhoun, a Municipal Corporation of Gordon County, Georgia (hereinafter called the "City") and Maudlin Trash, Inc., (hereinafter called "Contractor")

WITNESSETH:

WHEREAS, the Contractor did on the 28th day of October, 2015, submit a Proposal to provide Residential Refuse collection within the corporate boundaries of the City of Calhoun, and perform such work as may be incidental thereof.

NOW THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

ITEM ONE: Initial Term of Contract for Services.

The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City and shall furnish all personnel, labor, equipment, trucks and other items necessary to provide Refuse collection, removal, and disposal service as specified and to perform all of the work called for and described in the Contract Documents for a five (5) year term beginning February 1, 2016 and ending January 31, 2021, at midnight.

ITEM TWO: Renewal of Contract for Additional Term Upon Election.

The City and the Contractor may elect to renew or extend this Contract with the express terms herein for an additional five (5) year term beginning on February 1, 2021 and ending January 31, 2026, at midnight with the following provisions:

- (a) Both the City and the Contractor must agree in writing to said extension not later than August 1, 2020.
- (b) The written agreement for a five (5) year extension shall be subject to the approval of the municipal governing authority. The renewal shall be endorsed by the governing authority via resolution following a public hearing conducted during a regularly scheduled meeting of the Mayor and Council.
- (c) During the second five (5) year term, either party may terminate this agreement by giving the other party a two year notice made in writing. This notice shall be sent by certified mail to the respective party at either City Hall or the Contractor's principal office or place of business.

**ITEM THREE: Documents Incorporated Expressly in this Contract
and Made a Part Thereof Explicitly by Reference.**

The Contract Document shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this contract:

- a. Request for Proposals issued on or about September 30, 2015 (Exhibit A);
- b. Contractor's Accepted Proposal of October 26, 2015 (Exhibit B);
- c. Attachment of General Specifications (Exhibit C);
- d. Performance Bond (Exhibit D), which due to understandable circumstances is not available at the time of execution, however the parties agree that same shall be produced and attached not more than forty-five (45) days from February 1, 2016; and
- e. Any addenda or changes to the foregoing documents agreed to by the parties

hereto.

ITEM FOUR: Compliance with the Terms of this Contract and Amendment Process.

All provisions of the Contract Documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this Contract shall be made except upon the written consent of the parties, which consent shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Document except as specifically provided for in such amendment.

ITEM FIVE: Contract Conditions.

This Contract is entered into subject to the following conditions:

- (a) The Contractor shall procure and keep in full force and effect throughout the terms of this Contract all of the Insurance policies specified in, and required by, the Contract Documents.
- (b) Neither the Contractor nor the City shall be liable for the failure to perform their duties if such failure is catastrophe, riot, war, governmental order or regulation, strike, fire, accident, Act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
- (c) In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Document.
- (d) The failure to comply with the provisions of this Contract by either party shall, at the

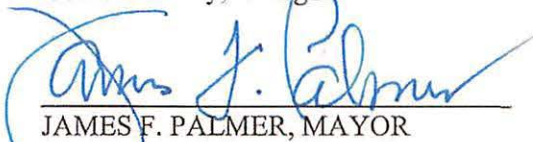
option of the non-offending party, terminate this agreement.

- (e) The covenants, conditions, terms, duties, responsibilities and requirements contained in this Contract shall bind and inure to the benefit of City and the Contractor and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this Contract, their assigns. This shall include any change in ownership of the Contractor, their board of directors, president or officers.

IN WITNESS WHEREOF, we the contracting parties, by our duly authorized agents, affix our signature and seals this 1st of February, 2016.

CITY OF CALHOUN, GEORGIA
A Municipal Corporation of
Gordon County, Georgia

SEAL of the City of Calhoun, Georgia



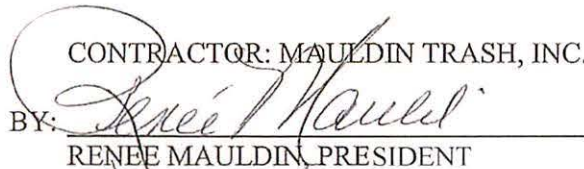
JAMES F. PALMER, MAYOR

ATTEST:



PAUL WORLEY, CITY CLERK

CONTRACTOR: MAULDIN TRASH, INC.

BY: 

RENEE MAULDIN, PRESIDENT

ATTEST: 

CORPORATE SECRETARY

(Corporate Seal)

EXHIBIT B

Mauldin

TRASH SERVICE

Residential • Small Commercial

2331 Hwy. 411, SE
Fairmount, GA 30139

706-337-2603
706-625-4053

mauldintrash@aol.com

July 6, 2020

RE: Contract Renewal

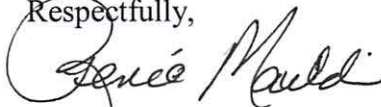
Dear Mr. Worley, Mayor Palmer and City Council,

I realize that this is the year the Sanitation Contract comes up for renewal. Mauldin Trash Inc, has enjoyed being your provider in the past and would love to continue serving the City of Calhoun. That being said, we would continue offering the same service at the exact same rate, \$8.40 per customer and \$5.00 per customer for the second container, no increase whatsoever. We feel this is a fair rate for Mauldin's and also the City of Calhoun. In the past, we true up with the City every month on the statement billed out. If there is any discrepancy, we accept what the city pays and we adjust the customer number on our end accordingly. As you know people come and go without advising they are moving so there is no way to ever be 100% correct with the number but we do stay very close with what the City has listed so there is not really any confusion or over charge to the City this way.

There is only one change we have implemented. Due to the Covid 19 pandemic, we have been extremely concerned about our drivers getting this virus handling trash as you NEVER know what you are getting into. We have been asking customers who consistently have extra trash to get a second trash cart so all the trash fits into the carts and there is not handling of the bags and boxes. We have also asked them to bag the trash and tie the bags so no loose trash falls out of the cart. This part has been difficult to do and seems to be a work in progress. It is our hope this dreaded virus goes away soon and we can get back to our "normal" routine picking up trash.

We hope you will decide to keep us on as the City's provider and look forward to serving you another five years. Should you have any further questions, please feel free to contact me.

Respectfully,



Renee Mauldin
Mauldin Trash, Inc.

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this "Modification") is made as of **JULY 1, 2020**, by and between **CITY OF CALHOUN** a Georgia public body corporate and politic (the "Borrower"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **CW13001**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **CW13001**, as amended prior to the date hereof (as so amended, the "**Note**").

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

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

Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

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

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

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

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

[Signatures and Seals To Follow]

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

CITY OF CALHOUN

Signature: James F. Palmer

Print Name: James F. Palmer

Title: Mayor

Approved as to Form:

[Handwritten Signature]
Borrower's Attorney

(SEAL)

Attest Signature: Sharon Nelson

Name: Sharon Nelson

Title: City Clerk

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF CALHOUN
Loan Number: CW13001

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 13th day of July 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed \$2,121,643.00 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **CW13001** (the "Loan Agreement"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **CW13001** (the "Note"), of the Borrower; and

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

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

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

James F. Palmer
(Name of Person to Execute Documents)

Mayor
(Title)

Paul Walley
(Name of Person to Attest Documents)

City Administrator
(Title)

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

Date: July 13, 2020.

Sharon Nelson
Secretary/Clerk

(SEAL)

George P. Govignon

Attorney at Law
109 North Wall Street
Calhoun, Georgia 30701

Office Electronic Mail
Govignonlawoffice@gmail.com

Telephone No. (706) 629-7070

June 22, 2020

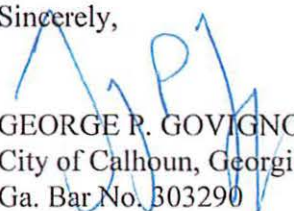
Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

EXHIBIT B

Ladies and Gentlemen:

A legal opinion from George P. Govignon as City Attorney for the City of Calhoun, a municipal corporation of the State of Georgia was delivered to you, dated on June 22, 2020 (the "Closing Opinion), relating to the Loan Agreement, numbered Loan No. **CW13001** (the "Loan Agreement"), between **CITY OF CALHOUN**, (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note, number Loan No. **CW13001** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **July 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above

Sincerely,


GEORGE P. GOVIGNON, *City Attorney*
City of Calhoun, Georgia
Ga. Bar No. 303290

GPG/coh

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this "Modification") is made as of **JULY 1, 2020**, by and between **CITY OF CALHOUN** a Georgia public body corporate and politic (the "Borrower"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW13003**, as amended prior to the date hereof (as so amended, the "**Loan Agreement**"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW13003**, as amended prior to the date hereof (as so amended, the "**Note**").

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

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

Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "**Interest-Free Period**") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "**Payment-Free Period**").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

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

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

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

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

[Signatures and Seals To Follow]

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

CITY OF CALHOUN

Signature: James F. Palmer

Print Name: James F. Palmer

Title: Mayor

Approved as to Form:

(SEAL)


Borrower's Attorney

Attest Signature: Sharon Nelson

Name: Sharon Nelson

Title: City Clerk

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF CALHOUN
Loan Number: DW13003

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 13th day of July 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed \$6,943,847.00 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. **DW13003** (the "Loan Agreement"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. **DW13003** (the "Note"), of the Borrower; and

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

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

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

Chris F. Palm
(Name of Person to Execute Documents)

Mayor
(Title)

Paul Waley
(Name of Person to Attest Documents)

City Administrator
(Title)

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

Date: July 13, 2020.

Sharon Nelson
Secretary/Clerk

(SEAL)

George P. Govignon

Attorney at Law
109 North Wall Street
Calhoun, Georgia 30701

Office Electronic Mail
Govignonlawoffice@gmail.com

Telephone No. (706) 629-7070

June 22, 2020

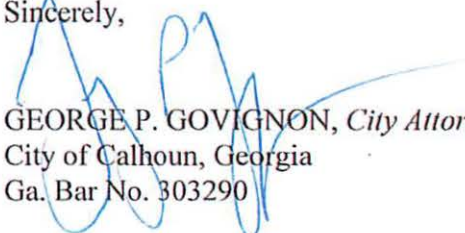
Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

EXHIBIT B

Ladies and Gentlemen:

A legal opinion from George P. Govignon as City Attorney for the City of Calhoun, a municipal corporation of the State of Georgia was delivered to you, dated on June 22, 2020 (the "Closing Opinion), relating to the Loan Agreement, numbered Loan No. **DW13003** (the "Loan Agreement"), between **CITY OF CALHOUN**, (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note, number Loan No. **DW13003** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **July 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above

Sincerely,


GEORGE P. GOVIGNON, *City Attorney*
City of Calhoun, Georgia
Ga. Bar No. 303290

GPG/coh

MODIFICATION OF PROMISSORY NOTE

THIS MODIFICATION OF PROMISSORY NOTE (this "Modification") is made as of **JULY 1, 2020**, by and between **CITY OF CALHOUN** a Georgia public body corporate and politic (the "Borrower"), and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").

Statement of Facts

A. The Lender and the Borrower are parties to that certain Loan Agreement, numbered Loan No. **DW10007**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender or the Lender's assignor made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, numbered Loan No. **DW10007**, as amended prior to the date hereof (as so amended, the "Note").

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

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

Statement of Terms

1. **Amendment of Note.** Subject to the fulfillment of the conditions precedent to the effectiveness of this Modification that are set forth below, the Note is hereby amended by adding the following two paragraphs:

Notwithstanding anything to the contrary contained in this Note, (1) the unpaid principal balance of this Note shall not bear any interest during the period commencing on **JUNE 1, 2020** and ending on **NOVEMBER 30, 2020** (the "Interest-Free Period") and (2) no principal, interest, or fees shall be due or payable pursuant to this Note during the period commencing on **JULY 1, 2020** and ending on **DECEMBER 31, 2020** (the "Payment-Free Period").

Monthly payments of principal of and interest on this Note shall recommence on **JANUARY 1, 2021**. If the Amortization Commencement Date occurred prior to the Payment-Free Period, the Maturity Date shall be extended by six (6) months, and principal of and interest on this Note shall continue to be payable after the original Maturity Date in consecutive monthly installments equal to the amounts specified in this Note, from the first day of the calendar month following the original Maturity Date and continuing to be due on the first day of each succeeding calendar month

thereafter until the extended Maturity Date. If the Amortization Commencement Date would have occurred during the Interest-Free Period, the Amortization Commencement Date shall be extended to **DECEMBER 1, 2020**.

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

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

4. **Conditions Precedent to Effectiveness of this Modification.** The effectiveness of this Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 3 above and to the fulfillment of the following additional conditions precedent:

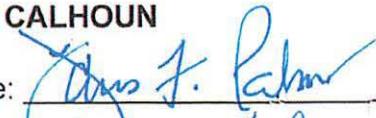
- (a) the Lender shall have received one or more counterparts of this Modification duly executed and delivered by the Borrower; and
- (b) the Lender shall have received (1) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit A attached hereto, and (2) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit B attached hereto.

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

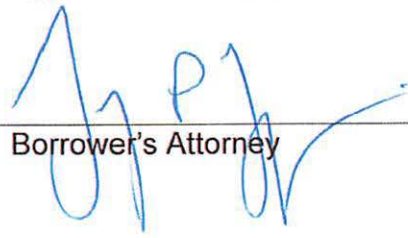
[Signatures and Seals To Follow]

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


CITY OF CALHOUN

Signature: 
Print Name: James F. Palmer
Title: Mayor

Approved as to Form:


Borrower's Attorney

(SEAL)

Attest Signature: 
Name: Sharon Nelson
Title: City Clerk

**GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY**

Signature: _____

Kevin Clark
Executive Director

(SEAL)

EXTRACT OF MINUTES
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF CALHOUN
Loan Number: DW10007

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the 13th day of July 2020, the following resolution was introduced and adopted.

WHEREAS, the Borrower has borrowed \$3,250,000.00 from the GEORGIA ENVIRONMENTAL FINANCE AUTHORITY (the "Lender") or the Lender's assignor, pursuant to the terms of a Loan Agreement, numbered Loan No. DW10007 (the "Loan Agreement"), between the Borrower and the Lender; and

WHEREAS, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note, numbered Loan No. DW10007 (the "Note"), of the Borrower; and

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

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

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

Chris F. Palmer
(Name of Person to Execute Documents)

Mayor
(Title)

Paul Wiley
(Name of Person to Attest Documents)

City Administrator
(Title)

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

Date: July 13, 2020.

Sharon Nelson
Secretary/Clerk

(SEAL)

George P. Govignon

Attorney at Law
109 North Wall Street
Calhoun, Georgia 30701

Office Electronic Mail
Govignonlawoffice@gmail.com

Telephone No. (706) 629-7070

June 22, 2020

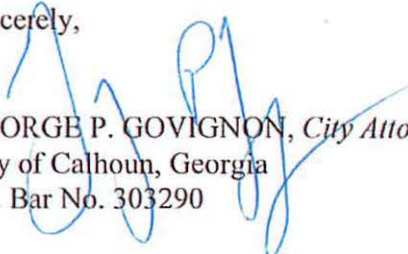
Georgia Environmental Finance Authority
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303

EXHIBIT B

Ladies and Gentlemen:

A legal opinion from George P. Govignon as City Attorney for the City of Calhoun, a municipal corporation of the State of Georgia was delivered to you, dated on June 22, 2020 (the "Closing Opinion"), relating to the Loan Agreement, numbered Loan No. **DW10007** (the "Loan Agreement"), between **CITY OF CALHOUN**, (the "**Borrower**") and the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Lender**"), and the Promissory Note, number Loan No. **DW10007** (the "**Note**"), of the Borrower. As counsel for the Borrower, I have examined a duly executed original of the Modification of Promissory Note, dated **July 1, 2020** (the "**Modification**"), between the Borrower and the Lender; the proceedings taken by the Borrower to authorize the Modification; the Closing Opinion; and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note (as defined in the Closing Opinion) shall be deemed to include a reference to the Modification. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above

Sincerely,


GEORGE P. GOVIGNON, *City Attorney*
City of Calhoun, Georgia
Ga. Bar No. 303290

GPG/coh