

R-17-PFA-03

A RESOLUTION TO AUTHORIZE AND APPROVE THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT, PROMISSORY NOTE AND RELATED DOCUMENTS WITH THE CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY.

WHEREAS, the City of Decatur Public Facilities Authority (the "Authority") has determined to borrow but not to exceed **\$11,452,000** from the **CLEAN WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender") to finance a portion of the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A to the hereinafter defined Loan Agreement (the "Project"), pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the Authority and the Lender, the form of which has been presented to this meeting; and

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

NOW, THEREFORE, BE IT RESOLVED by the Authority 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 Authority 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 Authority for the financing of the Project, and the Authority designates and authorizes its Chairperson and Secretary/Treasurer 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. The Loan Agreement and the Note shall be in substantially the form presented to this meeting, with such changes, insertions or omissions as may be approved by the Chairperson.

This 17th day of July, 2017.

Chairperson

Attest:

Secretary/Treasurer