

President Randall Walker Mayor, Perry

First Vice President Fred Perriman Mayor, Madison

Second Vice President Bianca Motley Broom Mayor, College Park

Third Vice President Andrea Gibby Mayor, Young Harris

Immediate Past President Julie Smith Mayor, Tifton

CEO & Executive Director Larry H. Hanson September 24, 2024

Ms. Nina Robinson Senior Accountant City of Forest Park 745 Forest Parkway Forest Park, Georgia 30297

RE: Direct Installment Program

Dear Ms Robinson:

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.

Please return the documents and invoice to GMA by October 31, 2024 to guarantee the 4.89% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.

If you have any questions, please contact me at (678) 686-6274.

Sincerely,

Philip Potter Financial Services Manager

/PP Enclosures

DOCUMENT NOTES

LEASE SUPPLEMENT

NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.

Exhibit E - Lease Supplement: Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

Exhibit E - Schedule A: Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

Exhibit E- Schedule B: No action is required for this schedule.

Exhibit E- Schedule C: Please date, sign, and have the City Clerk attest this document.

Exhibit E- Schedule D: IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease: Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association Attention: Financial Services Program Manager P.O. Box 105377 Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

<u>EXHIBIT "E"</u> LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 6, 2000, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

- 1. <u>Definitions</u>. Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
- 2. <u>Property</u>. The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
- 3. <u>Lease Payments</u>. The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
- 4. <u>Term of Lease</u>. The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
- 5. Agreements, Representations and Warranties. Lessee represents, warrants and agrees as follows:
- (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
- (b) (this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below) in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
- (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
- (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
- (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;

- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
- (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
- (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
 - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
 - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
- (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
- (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
- 6. <u>Non-Arbitrage Certificate</u>. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
- 7. <u>Quitclaim</u>. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
- 8. <u>Active Municipality</u>. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. <u>Bank-Qualified or Non-Bank-Qualified</u>.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

	TITLE	DATE	AMOUNT
(1)			
(2)			

11. <u>Payments Direction</u>. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

NAME AND ADDRESS OF VENDOR

City of Forest Park 745 Forest Parkway Forest Park, GA 30297 Attn: Ms. Nina Robinson (404) 366-4720 INVOICE # (attach invoices) Enclosed

AMOUNT

\$817,838.00

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. <u>Assignee and Servicer</u>. Lessor has assigned its rights and interests in the Lease to Magnolia Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. <u>Schedules</u>. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated:

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be duly executed.

LESSEE:	City of Forest Park				
(SEAL)	Signed By:	City Manager or Mayor			
	Print Name:				
	Attested By:				
	Print Name:	City Clerk			
	Date:				
LESSOR:	GEORGIA MUN	ICIPAL ASSOCIATION, INC.			
(SEAL)	Signed By:				
		Executive Director			
	Attested By:				
		Financial Services Program Manager			
	Date of Execution:				

Schedules Hereto:

- A. Property Schedule
- B. Rental Schedule
- C. Appropriation Certificate Form
- D. Form 8038G or 8038GC
- E. Form UCC-1 (If included)
- F. Ordinance/Resolution for Lease Supplement
- G. Assignment and Transfer of Lease Supplement (Schedule G will be completed by GMA)

SAMPLE Payment Amortization Report

CUSTOME CALL OF FOR DELING

Interest Rate:

4.8900% (Annual)

					Principal	Accrued	Accrued	
Per	Date	Payment	Principal	Interest	Balance	Interest	Int Bal	Net Balance
0	9/24	285,726.30	285,726.30	0.00	532,111.70	0.00	0.00	532,111.70
12	9/25	285,726.30	259,706.04	26,020.26	272,405.66	26,020.26	0.00	272,405.66
24	9/26	285,726.30	272,405.66	13,320.64	0.00	13,320.64	0.00	0.00
	Totals:	857,178.90	817,838.00	39,340.90		39,340.90		

SCHEDULE A

PROPERTY SCHEDULE

DESCRIPTION OF PROPERTY

IDENTIFICATION OR VIN NUMBER

AMOUNT FINANCED

Various Vehicles

\$817,838.00

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated June, 6, 2000 and Lease Supplement (the "Lease Supplement") dated ______, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Forest Park (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated:

Signed by:		
Print Name:		
Title:	 	
Attested By:		
Print Name:		
Title:		

(SEAL)

INSTRUCTIONS:

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.

2. Complete a separate certificate for each Lease Supplement in effect.

Form 8038-G

(Rev. September 2011)

Department of the Treasury

SCHEDULE D

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
 See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

	Revenue Service		,,			<u> </u>				
	Part I Reporting Authority					If Amended Return , check here ► 2 Issuer's employer identification number (EIN)				
1 Issuer's name						lentification numb	er (EIN)			
City of Forest Park					002562					
3a	Name of person (other than issu	er) with whom the IRS may communic	cate about this return (see ii	nstructions)	3b Telepho	ne number o	f other person show	vn on 3a		
4 1	Number and street (or P.O. box i	if mail is not delivered to street addres	ss)	Room/suite	5 Report	number <i>(For</i>	IRS Use Only)			
7	745 Forest Parkway						3			
6 (City, town, or post office, state,	and ZIP code			7 Date of	7 Date of issue				
H	Forest Park, GA 302	97								
	Name of issue				9 CUSIP number					
(City of Forest Park / C	GMA Essential Equipme	nt Lease-Purchase	2	None					
10a	2	employee of the issuer whom the IRS			10b Telephone number of officer or other employee shown on 10a					
Ν	Ms. Nina Robinson, S	Senior Accountant			(404) 366-47	720			
Part		enter the issue price). See	the instructions and	attach sche)				
11				allacitische	equie.	. 11				
12								+		
13							\$817,838.00			
14		· · · · · · · · · ·				. 14	\$017,030.00			
15	, U	sewage bonds)				. 15				
16	0					. 16				
17		· · · · · · · · ·				. 17				
18	Other. Describe ► Va					18				
19	•	or RANs, check only box 19a								
	•	check only box 19b								
20	If obligations are in the	form of a lease or installment	sale, check box .		🕨	X				
Part	III Description of (Obligations. Complete for	the entire issue for	which this	s form is be	ing filed.				
	(a) Final maturity date	(b) Issue price	(c) Stated redempt price at maturity		(d) Weighted average maturity	y	(e) Yield			
21		\$ \$817,838.00	\$ N/A		V	ears		%		
Part	V Uses of Procee	ds of Bond Issue (includi		discount)				,,,		
22	Proceeds used for accr					. 22				
23		ue (enter amount from line 21				. 23	\$817,838.00			
24						00				
25		lit enhancement	,		0					
26				. 26						
27										
28				. 28						
						. 29	0			
 Total (add lines 24 through 28)						· 29 · 30	0	00		
Part		Refunded Bonds. Comple				. 30	\$017,050.00			
		· · · · · · · · · · · · · · · · · · ·		<u>v</u>						
31	•	ighted average maturity of the		•				years		
32	•	ighted average maturity of the						years		
33		which the refunded bonds will	· ·	YYY)		▶				
34	Enter the date(s) the ref	unded bonds were issued >	(MM/DD/YYYY)							

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S Form **8038-G** (Rev. 9-2011)

Form 80	38-G (Rev	/. 9-2011)						Page 2	
Part	VI N	liscellaneous							
35			Illocated to the issue under section 14			35			
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contra								
	(GIC) (s	see instructions)		36a					
b	Enter the final maturity date of the GIC ►								
С		he name of the GIC provider \blacktriangleright							
37		d financings: Enter the amount of the proceeds of this issue that are to be used to make loans							
		0				37			
38a		-	ds of another tax-exempt issue, checl	k box 🕨 🗌	and ente	r the followi	ng inform	nation:	
b		he date of the master pool obligatior							
С		he EIN of the issuer of the master po	•						
d	Enter the name of the issuer of the master pool obligation ►								
39		0	r section 265(b)(3)(B)(i)(III) (small issuer	• •	-			X	
40			lieu of arbitrage rebate, check box .				. 🕨		
41a		•	here \blacktriangleright and enter the following info	ormation:					
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42							. 🕨		
43			cedures to ensure that all nonqualif ode and Regulations (see instructions)						
		•							
44 45 o		•	ures to monitor the requirements of se				. 🕨		
45a			o reimburse expenditures, check here			amount			
b		bursement				-			
b	Entert	he date the official intent was adopte	ed ►			-			
Signa and Conse		and belief, they are true, correct, and comple process this return, to the person that I have		sclosure of the	e issuer's retu	rn information			
		Signature of issuer's authorized representative Date Type or print r							
Paid Prepa	arer	Print/Type preparer's name	Preparer's signature	Date		k [] if employed	N		
Use (Firm's name			Firm's EIN	•			
	,	Firm's address ►			Phone no.				

Form 8038-G (Rev. 9-2011)

SCHEDULE F

ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND DIRECT AN OFFICER OF THE CITY TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 6, 2000, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

- 1. The _______ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for <u>Various Vehicles</u> (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
- 2. An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; <u>or</u>

(check box if applicable)

- An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.
- 3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.
- 4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Forest Park, Georgia (the "City"), and that the foregoing is a true copy of the \Box Resolution or, \Box Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the_______, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now is in full force and effect. Given under the seal of the City, this _______, 20____.

(SEAL)

City Clerk