

PUBLIC NOTICE

CITY OF LOCUST GROVE SPECIAL CALLED MEETING

PURSUANT TO THE OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT THERE WILL BE A SPECIAL CALLED MEETING WITH EXECUTIVE SESSION TO BE HELD ON FRIDAY, AUGUST 14, 2020 AT 1:00 P.M. THE PURPOSE OF THIS MEETING IS TO DISCUSS THE RECENT RFP RESPONSES FOR SANITATION, TO REVIEW, TO LEASE-PURCHASE VEHICLE AND EQUIPMENT FOR SANITATION/SLUDGE HAULING PURPOSES, TO ENTER INTO EXECUTIVE SESSION IF NECESSARY FOR ANY RELATED PURPOSE, FOR ANY NECESSARY ACTION ITEM REQUIRED FROM THE EXECUTIVE SESSION, AND FOR ANY NECESSARY ITEM OF CITY BUSINESS. THE MEETING WILL BE HELD AT THE LOCUST GROVE PUBLIC SAFETY BUILDING, 3640 HIGHWAY 42, LOCUST GROVE, GA 30248.

CITY OF LOCUST GROVE

SPECIAL CALLED MEETING AGENDA

FRIDAY, August 14, 2020 – 1:00 P.M.
Public Safety Building – Courtroom/Council Chamber
3640 Highway 42, Locust Grove, GA 30248

Social Distancing Protocols to be Observed

CALL TO ORDER Mayor Robert Price

INVOCATION Bert Foster, Assistant City Manager

PLEDGE OF ALLEGIANCE Councilman Taylor

PUBLIC COMMENT TBD

NEW BUSINESS/ACTION ITEMS 4 Items

1. Presentation of Sanitation RFP responses and evaluations by reviewers – Tim Young and Bert Foster
2. Decision on Sanitation RFP
3. Resolution to approve lease for roll-off truck for Sanitation and Sanitary Sewer Sludge Haul
4. Items related to local government operations and budget.

MAYOR'S COMMENTS Mayor Robert Price

EXECUTIVE SESSION (IF NEEDED FOR LITIGATION, PROPERTY ACQUISITION, PERSONNEL) TBD

ADJOURN

POSTED AT CITY HALL – August 11, 2020 at 10:45

ADA Compliance: Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities are required to contact the City Clerk at (770) 957-5043 promptly to allow the City to make reasonable accommodations for those persons.

Public Comment may be limited to no more than ten (10) minutes with up to 3 minutes per requesting applicant to speak. Please register your NAME and ADDRESS with the City Clerk.



Administration Department

P. O. Box 900
Locust Grove, Georgia 30248

Phone: (770) 957-5043
Facsimile: (866) 364-0996

Item Coversheet

Item: RFP for Sanitation – Findings from reviews.

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, General Fund; Utilities and Sanitation enterprise funds

Date Received: August 12, 2020

Workshop Date: N/A

Special Called Meeting Date August 14, 2020

Discussion:

Attached are the findings from the respondents of the RFP for Sanitation. Many thanks to Councilmen Boone, Greer and Shearouse for assisting myself and Bert Foster in the reviews and ranking process. I have attached a blank Reviewer Form and the compiled Ranking of the five (5) reviews collectively on the Qualitative Aspects (RFP Document) and then compiled with the pricing element for comparison and generation of a Composite Score and Rank. From the Qualitative Rank, Advanced was the highest ranked. With the pricing included, the rank essentially remained the same, as we did receive better pricing from Advanced given the removal of Bulk Pickup from their overall tasks.

Recommendation:

Discussion and decision-making for the next step in the RFP Process for either Award or other appropriate action.

RFP #COLG2020-540-01 Residential Solid Waste Collection			Proposer	
Criteria	Yes	No	Comments	Points
Proposal Form				1
Labeled Correctly?				1
Original Document				1
Digital Copy (Thumb Drive/Equiv)				1
Sealed Pricing				1
Attendance at Pre-Proposal				1
Local Business Preference				5
NonCollusion Affidavit				1
SAVE Affidavit				1
E-Verify				1
Operations in Georgia				1
Up to three (3) references comparable				3
Insurance 1/5/3				3
W/C Insurance				1
Self-Insured?				0
Other Insurance - Provisions				
General Liability/Automobile Coverage				1
Acceptability of Insurers				1
Binder Contents				
Proposal Forms				1
Occupation Tax/Business License				1
Company Information				1
Financial Information (W-9/TaxID/POI)				1
Experience/References				2
Service Proposal				10
Promotion/Education				1
Additional Services				2
Alternate Proposals/Exceptions				2
Innovation - Collaboration				2
Financial Strength				2
Scope of Services				
Residential Curbsite/Backyard				5
Residential Bulk Collection				N/A
Commercial Cart				3
Disposal Requirements				3
Collection Vehicles				3
Customer Service?				4
Routing/Software				1
Collection Routes				1
Hours of Collection				1
City Owned Facilities				5
3644 Hwy 42 - 4 95-gallon containers				
25 Frances Ward Drive Public Safety 8y				
Rolloff Facilities:				5
1116 Locust Rd. - 3-2 cy				

RFP #COLG2020-540-01 Residential Solid Waste Collection			Proposer	
Criteria	Yes	No	Comments	Points
100 Mose Brown:				
20 cy recycling				
30 cy construction				
30 cy with compactor solid waste				
20 cy metals				
Reporting				5
PRICING				15

RATINGS FROM INDIVIDUAL REVIEWERS

WITHOUT INPUT FROM SEPARATE PRICING

	Rod	Bert Foster	Keith Boone
AMwaste –	35	45	35
GFL –	60	74.5	73
WPro -	50	69	70
Advanced	75	74	80

	Carlos	Tim
AMwaste –	50	36.5
GFL –	60	64
WPro -	64	69
Advanced	71	65.5

	Composite	Mean Score
AMwaste –	201.5	40.3
GFL –	331.5	66.3
WPro -	322	64.4
Advanced	365.5	73.1

RFP #COLG20-540-01 Residential Solid Waste Collection

RFP Respondents						
Category	Amwaste	GFL	WP	ADVANCED	Unit/Mult	
Garbage Service 1/week 95 gallon (cart by City)	10.93	11.25	11.44	9.95	2901	
Additional Cart Service (service only)	4.50	2.00	9.44	6.00	76	
Commercial Service/Cart (service only)	20.00	11.25	11.44	9.95	70	
Ulimited Bulk (1/week with garbage)					N/A	
8 cy FEL Dumpster Public Safety	-	-	-	-	1	
3 2-cy Dumpster at WWTP					1	
Up to 4 95-carts City Hall	-	-	-	-	1	
One 20 cy roll off container/recycle (1/2)					1.3333	
One 30 cy const/demo (2/3)						
rental rate	-	-	50.00	-	1	
haul rate	250.00	150.00	185.00	175.00	2.25	
tonnage rate	31.00	45.00	39.00	43.50	8	
One 35 cy municipal waste/compactor (2/3)						
rental rate	-	-	385.00	-	1	
haul rate	375.00	150.00	205.00	175.00	2.25	
tonnage rate	31.00	45.00	48.00	43.50	8	
One 20 cy roll off metals (1/month)						
rental rate	-	-	50.00	-	1	
haul rate	188.00	150.00	185.00	175.00	1.5	
Exceptions / Additions						
Recycling bi-weekly			4.75	3.75		
Recycling			6.75			
In - Company Cart sale			55			
Side-Arm Service		10	12.69			
Bulk pickup			1.75	1.25		
Provided Cart Service		12.5	14.19			
Provided Cart Service - additional		15.5				
Other (Describe)						
B R E A K						
Garbage Service 1/week new 95 gallon	31,707.93	32,636.25	33,187.44	28,864.95	2901	
Additional Cart Service	342.00	152.00	717.44	456.00	76 Units	
Commercial Cart Service	1,400.00	787.50	800.80	696.50	70 "units"	
Ulimited Bulk (once/month)					2971 Units	
Ulimited Bulk (1/week with garbage)					2971 Units	
8 cy FEL Dumpster Public Safety					1	
Three 2-cy Dumpster at WWTP					1	
Up to 4 95-carts City Hall					1	
One 20 cy roll off container/recycle (1/2)					1.3333	
One 30 cy const/demo (2/3)						
rental rate	-	-	50.00	-	1	
haul rate	562.50	337.50	416.25	393.75	2.25	
tonnage rate	558.00	810.00	702.00	783.00	8	
One 35 cy municipal waste/compactor (2/3)						
rental rate	-	-	385.00	-	1	
haul rate	843.75	337.50	461.25	393.75	2.25	
tonnage rate	558.00	810.00	864.00	783.00	8	
One 20 cy roll off metals (1/month)						
rental rate	-	-	50.00	-	1	
haul rate	282.00	225.00	277.50	262.50	1.5	
BASE TOTAL	36,254.18	36,095.75	37,911.68	32,633.45		
Bulk Additional	-	-	-	-		
Subtotal	36,254.18	36,095.75	37,911.68	32,633.45		
Annualized Amount	435,050.16	433,149.00	454,940.16	391,601.40		
Difference from lowest	43,448.76	41,547.60	63,338.76	-	FY 2019 Sanitation	
Difference from prior year	78,423.16	76,522.00	98,313.16	34,974.40	356,627.00	
COMPOSITE SCORES - QUALITATIVE REVIEW	40.3	66.3	64.4	73.1		
Percent above lowest	10%	10%	15%	0%		
Percent above prior year	37%	36%	47%	17%		
Pricing Points (15 Points Max)	9	9.5	8	12.5		
Overall (Composite Score + Pricing Score)	49.3	75.8	72.4	85.6		
RANK	4	2	3	1		



Administration Department

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Item Coversheet

Item: **Economic breakdown of Sanitation Proposal
with Alternate Proposal**

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: **Yes, General Fund;
Utilities and Sanitation enterprise funds**

Date Received: **August 12, 2020**

Workshop Date: N/A

Special Called Meeting Date **August 14, 2020**

Discussion:

Two *pro forma* analyses are attached for your review. Note that these analyses contain cost estimations. Actual costs may vary.

In the analysis entitled "Proposal", Staff made the following assumptions:

- City charges residents \$14.50 per month for trash service
 - Trash cans remain property of Advanced
- Advanced charges the City \$9.95 per residence with an annual increase of 2.5%
- City picks up and hauls away all bulk items
 - Price of truck included
 - Price of trailer included
 - Additional employees included (3)
 - Estimated cost of fuel included
 - Estimated cost of dump fees included
- The estimated costs and revenues are detailed

In the analysis entitled "Alternate", Staff made the following assumptions:

- Beginning in or around 2021/2022, City assumes residential trash services from Advanced
 - Price of new trash truck included
 - Price of a used trash truck included, for back up
 - City purchases trash cans
 - Additional employees included (5/6)
 - Additional cost of fuel included
 - Estimated cost of dump fees included
- City charges residents \$15.00 per month
 - All sanitation services are handled in-house (pick-up, bulk, hauling, etc)

Recommendation:

Discussion and decision-making for the next step in the RFP Process for either Award or other appropriate action.

PROPOSAL

	2020	2021	2022	2023	2024	2025
Projected Annual Revenue based on population (\$14.50 per mo per residence.)	NA 3,059	10% 3,365	7.5% 3,617	5.0% 3,798	5% 3,988	5% 4,187
Paid to Advance for residential pick-up Annual (per mo per Truck for bulk & haul		\$ 585,493	\$ 629,405	\$ 660,875	\$ 693,919	\$ 728,614
Gooseneck trailer	\$ 20,000	0	0	0	0	0
Employees x 3		\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000	\$ 85,000
Diesel Fuel @ 500 gal/month		3*500	3.15*500	3.3075*500	3.4729*500	3.6465*500
Bulk Dump Cost - Jackson @ \$42 per ton	\$ 20,043	\$ 22,378	\$ 24,417	\$ 26,642	\$ 28,393	\$ 30,260

City Dump & Sewer Plant
 Estimated Yearly Cost Differential

Currently paying \$185 per rolloff exchange

\$ 564,513	\$ 608,382	\$ 645,308	\$ 684,381	\$ 726,390
\$ 20,980	\$ 21,022	\$ 15,567	\$ 9,537	\$ 2,225



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Item Coversheet

Item: Supplemental Lease Agreement – Equipment

Action Item: Yes No

Public Hearing Item: Yes No

Executive Session Item: Yes No

Advertised Date: N/A

Budget Item: Yes, General Fund; Utilities and Sanitation enterprise funds

Date Received: August 12, 2020

Workshop Date: N/A

Special Called Meeting Date August 14, 2020

Discussion:

Attached is a Resolution to enter into agreement with United Bank for the lease-purchase of a Freightliner Truck in the amount of \$174,200 (with associated financing costs) for use in bulk pickup of trash as well in the transport of wastewater plant sludge to the Pine Ridge Landfill. There is difficulty at times getting daily pickup of sludge, which is now growing in terms of necessity as overall growth picks up in the City. Those haul costs alone would cover nearly all the costs of the lease for this equipment based on prior billings at \$185/haul for essentially 15-20 days per month. Furthermore, the use of this equipment will also be used for haul bulk waste.

Recommendation:

APPROVE RESOLUTION FOR SUPPLEMENTAL LEASE AGREEMENT FOR THE LEASE - PURCHASE OF EQUIPMENT FOR USE IN SANITATION AND WASTEWATER UTILITY PURPOSES.

RESOLUTION NO. _____

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

WHEREAS, The City is authorized to enter into contracts and agreements with other governments and entities and with private persons, firms, and corporations pursuant to Article 9, Section 4, Paragraph 2 of the Constitution of the State of Georgia, regarding the provision of services; and

WHEREAS, the City of Locust Grove has determined that a true and very real need exists for the acquisition of a 2019 Freightliner 114 SD (“Equipment”), and the City (“Lessee”) desires to finance the Equipment by entering into an Equipment Lease Purchase Agreement (“Agreement”) with United Bank (“Lessor”) according to the terms set forth in the Bid Proposal from United Bank, presented at the August 14, 2020 special called council meeting. The Equipment will be used for the purpose of general maintenance activities in Public Works, and more specifically use in both the Sanitation Department and the Wastewater Treatment Plant for use in collection of bulk waste and hauling of wastewater sludge products; and,

WHEREAS, the City has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment: and,

WHEREAS, the City of Locust Grove (“City”) has entered into a Master Lease (the “Master Lease”) dated as of December 30, 2019, with United Bank for the leasing from time to time of certain equipment, machinery, or other personal property pursuant to Supplemental Leases;

WHEREAS, the City directs its legal counsel to review the Agreement and negotiate appropriate modification to said Agreement so as to assure compliance with state and local statutory law, prior to execution of the Agreement by those persons so authorized by the Lessee for such purpose Said Agreement is attached hereto as Exhibit “A” and made a part hereof; and

WHEREAS, the City wishes to authorize the Mayor to enter into and execute the Agreement and to authorize the City Clerk to attest signature and apply the City Seal on any necessary document; and

WHEREAS, the City finds that the foregoing action is necessary and beneficial to its citizens.

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

SECTION 1. **Master Lease.** The Master Lease is hereby ratified and deemed to be in full force and effect. The Mayor 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 a 2019 Freightliner 114 SD (the "Leased Property") as attached hereto and incorporated herein by reference as **Exhibit "A"** is hereby approved; 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.

SECTION 2. **Approval of Execution.** The terms of said Agreement are in the best interest of the Lessee for the acquisition of such Equipment and The Mayor is hereby authorized to execute the Agreement as described in **Exhibit "A"** upon verification of the contract as to form by the City Attorney, and the City Manager or his designee is authorized to take those actions necessary to effectuate this ordinance and perform the obligation of the City under said Agreement.

SECTION 3. **Appropriation and Tax Exempt Obligation.** An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made in the amount of \$74,731.32 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.

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.

SECTION 4. **Documents.** The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate the Agreement.

SECTION 5. **Severability.** The preamble of this Ordinance is incorporated herein and made a part hereof by reference to same. In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of Locust Grove that such adjudications shall in no manner affect the other sections, sentences, clauses, or phases of this ordinance which shall remain in full force and effect as if the invalid or unconstitutional section, sentence, clause or phrase were not originally part of the ordinance.

SECTION 6. **Repeal of conflicting provisions.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed, except as otherwise provided herein, all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 7. **Effective date.** This ordinance shall become effective immediately upon its adoption by the Mayor and the City Council of Locust Grove.

SO ORDAINED by the Council of the City this ____ day of August, 2020.

ROBERT PRICE, Mayor

ATTEST:

APPROVED AS TO FORM:

MISTY SPURLING, City Clerk

CITY ATTORNEY

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Locust Grove, Georgia (the "City"), and that the foregoing is a true copy of the Resolution adopted by the governing body of the City at a meeting duly held on the ____ day of _____, 2020, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this the ____ day of _____, 2020.

EXHIBIT A

LEASE SUPPLEMENT AGREEMENT

LEASE SUPPLEMENT

THIS LEASE SUPPLEMENT (hereinafter referred to as “Lease Supplement”) by and between **UNITED BANK**, a domestic banking corporation organized and existing under the laws of the State of Georgia, and its successors and assigns (hereinafter referred to as “Lessor”), and the **CITY OF LOCUST GROVE**, a Georgia municipal corporation (hereinafter referred to as “Lessee”), is made and entered into the date of its execution by Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (hereinafter referred to as the “Master Lease”), dated December 31, 2019, 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 of the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. Definitions. 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. Property. 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. Lease Payments. 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. Term of Lease. 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 Non-appropriation, 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 aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than Ten Million Dollars (\$10,000,000.00) 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 affect 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) 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 ten percent (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 One percent (1%) sales and use tax pursuant to O.C.G.A Title 48, Chapter 8, Article 3, Part 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 Seven and One-Half percent (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 One percent (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 Twenty Five Million Dollars (\$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 Non-appropriation has occurred with respect to any Lease entered into under the Master Lease.

6. Non-Arbitrage Certificate. 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 or no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under the Section.

7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to United Bank ("Lessor") such ownership interest 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. Active Municipality. 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 (6) 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. Bank-Qualified or Non-Bank-Qualified.

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, excepted 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 \$10,000,000.00 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
-------	------	--------

NONE

11. Payments Direction. Lessee authorizes and directs the Lessor or Servicer, if any, under this Lease Supplement to pay the Vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u>	<u>AMOUNT</u>
Peach State Freightliner 5884 Frontage Road Forest Park, GA 30297	114 SD	\$174,200.00

(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. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and E, described below.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Supplement to be
duly executed as of _____, 2020.

LESSEE
(SEAL)

CITY OF LOCUST GROVE

By: _____
Robert Price
Title: Mayor

Attested by: _____
Misty Spurling
Title: City Clerk

Date of Execution: _____

LESSOR
(SEAL)

UNITED BANK

By: _____
Title:

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. RESOLUTION FOR LEASE SUPPLEMENT**
- G. ASSIGNMENT AND TRANSFER OF LEASE SUPPLEMENT (if applicable)**

SCHEDULE A

PROPERTY SCHEDULE

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
Freightliner 114 SD 2019	VIN 1FVHG3DV1KHKL6638	\$ 174,200.00
		\$ 174,200.00

SCHEDULE B

**UNITED BANK GOVERNMENTAL FINANCE
AMORTIZATION SCHEDULE**

SEE ATTACHED

AMORTIZATION SCHEDULE

Principal \$174,000.00	Loan Date 08-10-2020	Maturity 08-10-2025	Loan No 57985923	Call / Coll 8 / 032	Account CAA1255	Officer ***	Initials
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*****" has been omitted due to text length limitations.							

Borrower: City of Locust Grove
PO Box 900
Locust Grove, GA 30248-0900

Lender: United Bank
P.O. Box 160
Barnesville, GA 30204
(770) 567-7211

Disbursement Date: August 10, 2020
Interest Rate: 2.385

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	08-10-2021	37,365.66	4,207.54	33,158.12	140,841.88
2	08-10-2022	37,365.66	3,405.73	33,959.93	106,881.95
3	08-10-2023	37,365.66	2,584.54	34,781.12	72,100.83
4	08-10-2024	37,365.66	1,748.26	35,617.40	36,483.43
5	08-10-2025	37,365.64	882.21	36,483.43	0.00
TOTALS:		186,828.28	12,828.28	174,000.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

SCHEDULE C

APPROPRIATION CERTIFICATE

Re: Master Lease dated December 31, 2019 and Lease Supplement (the "Lease Supplement" dated _____, 2020, between Lessee and Lessor.

The undersigned officers of the City of Locust Grove, Georgia (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 will be available therefore at the times and in the amounts required in accordance with the provisions of the above-referenced Lease Supplement.

Dated: _____

LESSEE
(SEAL)

CITY OF LOCUST GROVE

By: _____
Robert Price
Title: Mayor

Attested by: _____
Misty Spurling
Title: County Clerk

SCHEDULE D

FORM 8038 OR 8038GC

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Locust Grove, Georgia		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 3644 Highway 41	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Locust Grove, GA 30248		7 Date of issue August 2020	
8 Name of issue 2020A Lease Supplement		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Bob Thomson, City Manager		10b Telephone number of officer or other employee shown on 10a 770-786-2217	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		
12 Health and hospital		
13 Transportation		
14 Public safety		
15 Environment (including sewage bonds)		
16 Housing		
17 Utilities		
18 Other. Describe ► Vehicle		174200 00
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/10/2025	\$ 174,200.00	N/A	5 years	2.385 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest			0 00
23	Issue price of entire issue (enter amount from line 21, column (b))			174200 00
24	Proceeds used for bond issuance costs (including underwriters' discount)	0 00		
25	Proceeds used for credit enhancement	0 00		
26	Proceeds allocated to reasonably required reserve or replacement fund	0 00		
27	Proceeds used to currently refund prior issues	0 00		
28	Proceeds used to advance refund prior issues	0 00		
29	Total (add lines 24 through 28)			0 00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			174200 00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="checkbox"/> _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="checkbox"/> _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) <input type="checkbox"/> _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) _____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	0	00
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	0	00
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	0	00
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input checked="" type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>			
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative	Date	▶ Tim Young, City Manager Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

SCHEDULE E

RESOLUTION FOR SUPPLEMENTAL LEASES