



Finance Committee Meeting

AGENDA

April 4, 2017

I. CALL TO ORDER

II. MATTERS BEFORE COMMITTEE

1. [GMA Lease Purchase](#)
2. [Community Center Amended Lease Agreement and Fee Schedule](#)

III. ADJOURN



Finance Committee Meeting

AGENDA

April 4, 2017

Item:

GMA Lease Purchase

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [GMA Lease Purchase](#)



To: Finance Committee

From: Logan Propes, Finance Director

Date: 03/26/2017

Description: GMA Lease Purchase of Vehicles

Budget Account/Project Name: **100-520-07200-00542-542500 – CODE**
100-550-03200-00582-582200 – POLICE
100-530-03500-00581-581250 -- FIRE

Funding Source: FY 2017 CIP

Budget Allocation:	\$245,900	Allocated in each dept. \$179,900 – Police, \$26,000 Code
Budget Available:	\$245,900	Allocated in each dept. \$40,000, Fire
Requested Expense:	\$245,900	

Recommendation:

Staff recommends the Finance Committee approve the GMA Lease Purchase in the amount not to exceed \$245,900 for the purchase and equipping of Police, Fire, and Fire Marshal/Code vehicles.

Background:

As part of the FY 2017 Capital Budget there were three departments that had new vehicles approved; Fire, Police, and Code (for Fire Marshal since it is a hybrid position housed within Code). All funding comes from the General Fund. Due to the large expense of Police Vehicles, it was decided to provision them as a lease purchase over a three-year period as was previously. As such, of the \$179,900 allocated for purchasing and equipping police vehicles, \$47,714 is budgeted to cover the principal and interest in 2017. Subsequent years will have the full-year's payments budgeted. Code and Fire vehicles had funding allocated in full, however, in order to maximize cash flow in the General Fund it is recommended that the two vehicles are included with the GMA lease purchase. The interest rate from GMA is a very low 2.86%.

Attachment(s):

- 1) ***Vehicle Purchase Quotes***
- 2) ***Vehicle Purchase options***
- 3) ***GMA Lease Purchase Agreement***

Charger Police Equip Est. \$ 11,500.00
Durango Police Equip Est. \$ 6,000.00

LOW QUOTES	V8 Charger	Equipped	V6 Durango	Equipped
	24,822.00	36,322.00	28,082.00	34,082.00
Cost of vehicles:	36,322.00		136,328.00	
	1 vehicle		4 vehicles	

	Quotes		
	Budget	w/ est. equip	Difference
PD Vehicles	\$ 179,900	\$ 172,650.00	\$ 7,250.00
Fire Marshal truck- F-150	\$ 26,000	\$ 28,175.00	\$ (2,175.00)
Fire Dept truck - F-150	\$ 40,000	\$ 28,175.00	\$ 11,825.00
Amount to Finance	\$ 245,900	229,000.00	\$ 16,900.00

COURTESY CHRYSLER DODGE JEEP RAM
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Configuration Preview

Date Printed: 2017-03-15 11:32 AM VIN:
Estimated Ship Date: VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00J64 City of Monroe GA
FAN 2:
Client Code:
Bid Number: TB7059
PO Number:

Sold to:
COURTESY CHRYSLER DODGE JEEP RAM
(45575)
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Ship to:
COURTESY CHRYSLER DODGE JEEP RAM (45575)
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Vehicle: 2017 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	LDEE48	CHARGER POLICE AWD	36,375	35,498
Package:	29A	Customer Preferred Package 29A	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DGJ	5-Speed Auto W5A580 Transmission	0	0
Paint/Sea/Trim:	PW7	White Knuckle Clear Coat	0	0
	APA	Monotone Paint	0	0
	*X5	HD Cloth Bucket Seats w/Vinyl Rear	120	107
	-X9	Black	0	0
Options:	4ES	Delivery Allowance Credit	0	-363
	MAF	Fleet Purchase Incentive	0	-950
	LNF	Black Left Spot Lamp	210	187
	CW6	Deactivate Rear Doors/Windows	75	67
	LNK	LED Spot Lamps	150	134
	AV2	Integrated Display Package	2,240	1,994
	5UJ	Back-up Camera Credit	-350	-312
	AMV	Fleet Park Assist Group	350	312
	AHM	Convenience Group I	480	427
	4DH	Prepaid Holdback	0	-1,190
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	166	Zone 66-Orlando	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB7059	Government Incentives	0	-12,300
Discounts:	YGF	8 Additional Gallons of Gas	0	10
Destination Fees:			995	995

Total Price: 40,645 24,622

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority: 99

+ 200.00 mil
24,822.00
Sale
price

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

COURTESY CHRYSLER DODGE JEEP RAM
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Configuration Preview

Date Printed: 2017-03-16 2:25 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 00J64 City of Monroe GA
FAN 2:
Client Code:
Bld Number: TB7059
PO Number:

Sold to:
COURTESY CHRYSLER DODGE JEEP RAM
(45575)
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Ship to:
COURTESY CHRYSLER DODGE JEEP RAM (45575)
1890 DOGWOOD DR SE
CONYERS, GA 300135043

Vehicle:

2017 DURANGO SPECIAL SERVICE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO SPECIAL SERVICE AWD	34,195	33,930
Package:	26X	Customer Preferred Package 26X	0	0
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0	0
	DFL	8-Spd Auto 845RE Trans (Make)	0	0
Paint/Seal/Trim:	PXJ	DB Black Crystal Clear Coat	0	0
	APA	Monotone Paint	0	0
	*K7	Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	4DH	Prepaid Holdback	0	-1,080
	4ES	Delivery Allowance Credit	0	-341
	MAF	Fleet Purchase Incentive	0	-1,055
	AHX	Trailer Tow Group IV	695	619
	XAC	ParkView(TM) Rear Back-up Camera	1,095	975
	TBB	Full Size Spare Tire	0	0
	5NG	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	168	Zone 66-Orlando	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bld Number:	TB7059	Government Incentives	0	-6,450
Discounts:	YG1	7.5 Additional Gallons of Gas	0	15
Destination Fees:			995	995

Total Price: 36,830 27,474

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name:
Customer Address: USA

PSP Month/Week:
Build Priority:

99

+ 200.00 prof
+ 408.00
\$ 28082.00

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CNGP530

VEHICLE ORDER CONFIRMATION

02/27/17 11:12:13

==>

Dealer: F21480

2017 F-150

Page: 1 of 1

Order No: 1020 Priority: D2 Ord FIN: QS060 Order Type: 5B Price Level: 750

Ord PEP: 100A Cust/Flt Name: MONROE

PO Number:

W1E	F150 4X4 CREW	53A	TRAILER TOW PKG
	145" WHEELBASE		23 GAL TANK
YZ	OXFORD WHITE	85A	POWER EQUIP GRP
A	VINYL 40/20/40		
G	MED EARTH GRAY		
100A	EQUIP GRP		
	.XL SERIES		
	.17"SILVER STEEL		
99F	5.0L V8 FFV ENG		
446	ELEC 6-SPD AUTO		
	.265/70R-17		
X27	3.31 REG AXLE		
	7000# GVWR		

\$28,175.00 Sales Price

Includes DEALER INSTALLED

Spray-IN BedLINER

1/2 cent hour

AKINS

Item # 1

**President**

Boyd Austin
Mayor, Dallas

First Vice President

Dorothy Hubbard
Mayor, Albany

Second Vice President

Linda Blechinger
Mayor, Auburn

Third Vice President

Phil Best
Mayor, Dublin

Immediate Past President

Mike Bodker
Mayor, Johns Creek

Executive Director

Lamar Norton

March 28, 2017

Mr. Logan Propes
Finance Director
City of Monroe
PO Box 1249
Monroe, Georgia 30655

RE: Direct Installment Program

Dear Mr. Propes:

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 April 21, 2017 to guarantee the 2.86% 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) 686-6264.

Sincerely,

A handwritten signature in black ink that reads 'Darin Jenkins'. The signature is fluid and cursive, with the first name 'Darin' being more prominent.

Darin Jenkins
Financial Services Program Manager

/DJ
Enclosures

Item # 1

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

EXHIBIT "E"
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 September 5, 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. 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 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. 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 and 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 that Section.
7. Quitclaim. 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. 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 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, 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. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

<u>NAME AND ADDRESS OF VENDOR</u>	<u>INVOICE #</u> (attach invoices)	<u>AMOUNT</u>
BB&T Project Account	Enclosed	\$245,900.00

(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. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to BB&T Governmental Finance, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. 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: _____, 2017.

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

LESSEE:
(SEAL)

City of Monroe

Signed By: _____
City Manager or Mayor

Print Name: _____

Attested By: _____
City Clerk

Print Name: _____

Date: _____

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

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)**

SCHEDULE A**PROPERTY SCHEDULE**

<u>DESCRIPTION OF PROPERTY</u>	<u>IDENTIFICATION OR VIN NUMBER</u>	<u>AMOUNT FINANCED</u>
(4) Police Cars, (1) Police Truck, (1) Fire Marshal Truck, (1) Fire Dept SUV or similar		\$245,900.00

SCHEDULE B

03/28/2017 Page 1

BB&T Governmental Finance
Draft Amortization Schedule

City of Monroe
Various Vehicles

Nominal Annual Rate : 2.860 %

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/12/2017				245,900.00
1	05/12/2018	86,699.22	7,032.74	79,666.48	166,233.52
2	05/12/2019	86,699.22	4,754.28	81,944.94	84,288.58
3	05/12/2020	86,699.22	2,410.64	84,288.58	0.00
Grand Totals		260,097.66	14,197.66	245,900.00	

SCHEDULE C**APPROPRIATION CERTIFICATE**

Re: Master Lease dated September, 5, 2000 and Lease Supplement (the "Lease Supplement") dated _____, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Monroe (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: _____

City of Monroe

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
Internal Revenue Service

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

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Monroe		2 Issuer's employer identification number (EIN) 586000626	
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) PO Box 1249	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Monroe, GA 30655		7 Date of issue	
8 Name of issue City of Monroe / GMA Essential Equipment Lease-Purchase		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) Mr. Logan Propes, Finance Director		10b Telephone number of officer or other employee shown on 10a (770) 266-5114	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	\$245,900	
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► (4) Police Cars, (1) Police Truck, (1) Fire Marshal Truck,	18		
19 If obligations are TANS or FRANDs, 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		\$ 245,900	\$ N/A	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$245,900	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0	00
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29	0	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$245,900	

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		years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded		years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)		
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- 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
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ 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 ☒
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ 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 ☐
- 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 ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ 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.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative 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. _____	

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 September, 5, 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 (4) Police Cars, (1) Police Truck, (1) Fire Marshal Truck, (1) Fire Dept SUV or similar (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; or

(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 Monroe, Georgia (the "City"), and that the foregoing is a true copy of the ☐ Resolution or, ☐ 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 in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk

STATE OF NORTH CAROLINA
COUNTY OF WILSON

AFFIDAVIT OF LISA R. HEDGPETH

BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

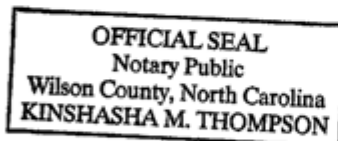
1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.

Lisa R. Hedgpeth

Lisa R. Hedgpeth, AVP
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.

(Seal)



Kinshasha M. Thompson

NOTARY PUBLIC

Printed Name: *Kinshasha M. Thompson*
My Commission Expires: 10/2/2012

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT is dated as of _____ and is by and between **CITY OF MONROE, GEORGIA**, a public body of the State of Georgia (the "City"), and **BRANCH BANKING AND TRUST COMPANY ("BB&T")**.

RECITALS

The City is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Lease Supplement dated as of _____ (the "Lease Supplement"), by and between the City and Georgia Municipal Association, Inc. ("GMA"). The purpose of the Lease Supplement is to provide for BB&T's advance of \$245,900.00 to the City to finance the City's acquisition of equipment, as defined in the Lease Supplement. In partial consideration for BB&T's entering into the Lease Supplement, the City has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS

In this Project Fund Agreement, the term "***Project Costs***" means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the City under the Lease Supplement, including (a) sums required to reimburse the City or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through the Lease Supplement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease Supplement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date, BB&T will deposit \$245,900.00 into a special account of the City at Branch Banking and Trust Company to be designated "2017-00003 City of Monroe Project Fund" (the "Project Fund"). This account shall be held separate and apart from all other funds of the City. The Project Fund is the City's property, but the City will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the City's obligations under the Lease Supplement.

2.2. Requisitions from Project Fund. The City may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds from the Project Fund only

to the City and only upon its receipt of written requisitions from one of the designated City Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

Upon receipt of a requisition from the City, BB&T will promptly undertake such review of the matters referred to in such requisition as it shall deem appropriate, and will then promptly notify the City of its approval of the requisition or the reasons for its disapproval.

2.3. Disposition of Project Fund Balance.

(a) ***Upon completion*** -- Promptly after the acquisition and installation of the Equipment has been completed, the City shall deliver to BB&T a certificate to such effect signed by a City Representative.

(b) ***Upon default*** -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) ***Upon event of nonappropriation*** -- Upon an event of nonappropriation, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) ***After delay or inactivity*** -- If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the City, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(e) ***Application of Project Fund balance*** -- BB&T will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Lease Supplement), of the outstanding principal components of Installment Payments. Such prepayment, however, will not affect any other City payment obligation under the Lease Supplement. BB&T will notify the City of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment. (a) The City and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the City will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the City's obligations under the Lease Supplement, unless the City has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the City, addressed to it at the following address: PO Box 1249 Attention: Finance Director, Monroe, Georgia 30655.

(ii) If intended for BB&T, addressed to it at the following address: BB&T Governmental Finance, Attention: Account Administration/Municipal – Project Fund Agreement Notice, 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the City in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that Georgia law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the City.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

CERTIFICATE DESIGNATING CITY REPRESENTATIVES

In accordance with the terms herein, the City designates the following persons as City Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:

Signature:

_____	_____
_____	_____
_____	_____
_____	_____

The City may designate additional Representatives to sign requisitions upon written notification to BB&T.

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

SEAL

MONROE, GEORGIA

ATTEST

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

**BRANCH BANKING AND
TRUST COMPANY**

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement dated as of _____]

EXHIBIT A*[To Be Prepared on City's Letterhead for Submission]***PROJECT FUND REQUISITION**

Date _____

E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com

Ms Trina Britt direct dial: 704-954-1873 fax: 704-954-1799
 BB&T Governmental Finance

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9910002853-00003 with City of Monroe, Georgia, dated _____.

Dear Ms. Britt,

Pursuant to the terms and conditions of the Project Fund Agreement dated as of _____, City of Monroe, Georgia (the "City"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number _____ from the Project Fund.

Disbursements will be to City of Monroe

Amount: \$ _____

For vehicles and equipment for which a title is issued, attach the following to this requisition

- **Copies of Vendor invoices;**
- **A copy of the certificate of origin (MSO) listing GMA, P. O. Box 105377, Atlanta, GA 30348 as 1st lienholder OR a copy of the GA MV-1 title application listing GMA, P. O. Box 105377, Atlanta, GA 30348 as 1st lienholder;**
- **Certificate of Insurance showing:**
 - **proof of property coverage with GMA listed as loss payee and certificate holder;**
 - **Year, make, model and VIN number of vehicles;**
 - **Loan contract number 9910002853-00003.**

For equipment other than vehicles attach the following to this requisition

- **Copies of Vendor invoices;**
- **Certificate of Insurance showing:**
 - **proof of property coverage with GMA listed as loss payee and certificate holder.**
 - **Make, model and serial number of each piece of equipment;**
 - **Loan contract number 9910002853-00003.**

Project Description: (4)Dodge Police Cars, (1) Dodge SUV, (1) F150 4X4, (1)2017 F250 4X4

Item # 1

Location of Equipment/Facilities:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of City:

City of Monroe makes this requisition pursuant to the following representations:

1. The City has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Financing Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The City will execute any Uniform Commercial Code financing statements with respect to this portion of the Facilities that BB&T may request to evidence its security interest.
8. The City has in place insurance on this portion of the Facilities that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the City for a Project Cost expenditure previously made, or (b) will be used by the City promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF MONROE, GEORGIA

By: _____

Title: _____



Finance Committee Meeting

AGENDA

April 4, 2017

Item:

Community Center Amended Lease Agreement and Fee Schedule

Department:

Additional Information:

Financial Impact:

Budgeted Item:

Recommendation / Request:

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

📎 [Amended Lease and Fee Schedule](#)



To: Finance Committee
From: Finance Department
Department: Community Center
Date: 3/24/17
Description: Amended Community Center Lease Agreement and Fee Schedule.

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation: N/A

Budget Available: N/A

Requested Expense: N/A **Company of Purchase:** N/A

Recommendation:

Staff recommends the APPROVAL of the amended Community Center Lease Agreement and Fee Schedule.

Background:

It is the practice of the City of Monroe to continually examine and adjust agreements that improve operations.

Approval is being sought for the acceptance of the amended Community Center Lease Agreement and Fee Schedule. The proposed lease agreement corrects issues for accounting, increases specific area fees to cover additional costs, and adjusts wording and structure to better clarify conditions in the lease agreement.

The requested changes are as follows:

- Requirement of separate checks for the lease deposit and damage deposit to correct accounting issues.
- Increase of fees for the Small Public Use Room, Large Public Use Room, and 2nd Floor Auditorium as an update to costs incurred for the continual maintenance of the building and lease areas by staff.
- Clarity of wording and structure to better express requirements of the lease agreement.

Community Center fees have not been changed since rentals began in 2003.

Attachment(s):

Community Center Lease Agreement and Fee Schedule (proposed) – 2 pages

Community Center Fee Schedule and Lease Agreement (existing) – 2 pages

CITY OF MONROE
Community Center
Lease Agreement and Fee Schedule

Lessee: _____

Address: _____ Phone: _____

Type of Event: _____ Event Date: _____

Will there be a catered meal? ☐ Yes ☐ No

If so, please provide the following information:

Caterer: _____ Phone: _____

The Community Center lease is for a period of _____ hours beginning:

_____ am/pm on _____ (date) and ends _____ am/pm on _____ (date).

CHECK	LEASED AREA	FEE	LEASE DEPOSIT	TOTAL PAID	BALANCE DUE
<input type="checkbox"/>	Small Public Use Room	\$100.00	\$50.00	_____	_____
<input type="checkbox"/>	Large Public Use Room	\$200.00	\$100.00	_____	_____
<input type="checkbox"/>	2 nd Floor Auditorium	\$250.00	\$125.00	_____	_____
<input type="checkbox"/>	Entire Building	\$500.00	\$250.00	_____	_____

NOTE: A \$250.00 damage/cleanup deposit is required upon the execution of this lease agreement. The damage/cleanup deposit is refundable if the final inspection checklist is signed prior to departure by the Lessee and City Representative.

If payment is by check or money order, separate payment is required for the lease deposit and damage deposit. **One (1) check or money order as a combined payment for both will not be accepted.** Lessee agrees to pay the City of Monroe any costs incurred for the use of additional equipment and space not specified in the Lease Agreement. Lessee agrees to pay a lease deposit and damage/cleanup deposit upon the execution of this agreement. The balance due is required no later than two (2) weeks prior to the event date. Non-payment of full amount of rental cost by due date results in cancellation of reservation and forfeiture of received lease payments and/or lease deposits. Lease deposits and fees are nonrefundable upon cancellation of this agreement by the Lessee. All deposits and advance fees will be refunded if the City calls for cancellation of the agreement. The City reserves the right to cancel all agreements it deems necessary. Lessee agrees to leave the facility clean and orderly. All decorations must be removed from the building. Furniture and equipment at the Community Center must be left undamaged. Lessee agrees to abide by all of the conditions attached to this contract and to all laws, rules, or regulations of the City and state. Events must be concluded by no later than 11:00 pm on any day.

City of Monroe: _____ Date: _____

Lessee: _____ Date: _____

CITY OF MONROE COMMUNITY CENTER CONDITIONS

1. **ALCOHOLIC BEVERAGES:** Alcoholic beverages will not be allowed on the premises. No one under the influence of alcohol will be allowed on the premises.
2. **RELEASE OF LIABILITY:** In consideration of the use of the premises, the User hereby releases and holds harmless the City of Monroe, their officials, officers, board members, employees, or representatives from any liability or responsibility for any damages to the person or property of User, User's guests, invitees, or other persons, arising out of or in any way connected with User's use of the premises. User agrees to indemnify the City of Monroe for any costs or damages to any persons or any person's property arising out of or connected in any way with User's use of the premises and further agrees to pay all costs of defense. Including attorney's fees and court costs, incurred by the City of Monroe or their officials, officers, board members, employees or representatives.
3. **TERMINATED EVENTS:** At any time the event custodian or officer sees an event becoming disorderly or any contract rules have been broken, the event will be terminated and all guests will be asked to leave. No refunds will be granted for terminated events.
4. **USE OF EQUIPMENT:** User shall be allowed to use the equipment, tables and chairs located on the premises, but the equipment, tables, and chairs shall not be removed from the premises. The User must provide all stereo and sound equipment if having a DJ, live music, or a band. There is no public phone available for phone calls of any kind, conference or otherwise. The City of Monroe will provide a podium, TV, DVD and VCR. The city does **NOT** provide table linens, napkins, serving utensils, cookware or tableware.
5. **HOURS OF OPERATION:** All events shall end by 11:00 p.m. and the building shall be empty of all persons by 12:00 a.m. No event shall start earlier than 6:00 a.m. The City of Monroe reserves the right to limit the number of hours beyond the maximum number of eight consecutive hours per event. There are no hourly rentals of the community center. If an event runs over their specified time limit, all persons pertaining to that event will be asked to leave.
6. **DECORATIONS:** User shall not use any wall decorations. Only table and floor decorations are permitted. **The use of confetti and glitter of any type is prohibited inside the building.** Birdseed and bubbles are permitted outside the building.
7. **DAMAGED PREMISES:** User agrees to pay the full cost of any repairs deemed necessary in the sole discretion of the City of Monroe for any damages caused by the User or its guests or invitees or by any other person in connection with the event. User accepts the premises in their current condition, as is, and agrees that they are fully suited for the purpose of the event.
8. **GENERAL CONDITIONS:** the premises shall not be used in violation of any regulation or law of any governmental body nor in any manner to create any nuisance or trespass, or in such a manner as to endanger the construction capabilities of the premises. The User, its guests and invitees shall use the parking area adjacent to the premises. The premises shall not be used in any manner to hinder or obstruct the activities or other occupants of the Community Center.
9. **AVAILABILITY OF FACILITIES:** The User understands that if the entire facility (all rooms) is not leased by the User, the remaining rooms may be rented by other parties during the same time period. The City of Monroe reserves the right to require the rental of the entire facility for large functions such as wedding receptions and on weekends. **Use is limited to twelve (12) times per calendar year to any one group, organization or individual.**
10. **NO SMOKING:** No smoking or use of tobacco products is allowed in the premises.
11. **GRATUITIES:** The City of Monroe does not allow tipping, gratuities, or any type of contracts made with the event custodian or officers. All arrangements and payments are to be made at Monroe Public Works, 213 Cherry Hill Road, Monroe, GA. Phone 770-267-6933.
12. **PAYMENTS:** If the lessee does not complete payments at least two weeks prior to the event, the City of Monroe may cancel the event and send a refund for any money paid over the amount of the deposit. **The deposit will not be refunded under any circumstances.**

City of Monroe _____ Lessee _____

Date _____ Date _____ Item # 2 _____

CITY OF MONROE
P.O. Box 1249, Monroe, GA 30655
770-267-6933
Community Center
Fee Schedule and Lease Agreement

Lessee: _____ Date of event: _____

Address: _____

Phone #: _____ Contact Person: _____

Type of Event: _____

Will there be a catered meal? ☐ Yes ☐ No

If so, Name and Telephone Number of Caterer: _____

The Community Center lease is for a period of _____ hours beginning:

_____ a.m. _____ p.m. on _____ (date) and ending:

_____ a.m. _____ p.m. on _____ (date)

NOTE: EVENTS MUST CONCLUDE BY 11:00 P.M.

CHECK	LEASED AREA	FEE	DEPOSIT (Hold)	TOTAL
_____	Small Public Use Room	\$ 50.00	\$ 25.00	_____
_____	Large Public Use Room	\$125.00	\$ 50.00	_____
_____	2 nd Floor Auditorium	\$200.00	\$100.00	_____
_____	Entire Building	\$500.00	\$250.00	_____

NOTE: A \$250.00 DAMAGE/CLEANUP DEPOSIT IS REQUIRED. DAMAGE DEPOSIT IS REFUNDABLE IF THE FINAL WALK-THROUGH CHECKLIST IS SIGNED BEFORE DEPARTURE BY LESSEE AND CITY REPRESENTATIVE.

Lessee agrees to pay the City of Monroe any costs incurred for use of additional equipment and space not specified in the Lease Agreement. Lessee agrees to pay a lease deposit of \$_____ and \$_____ damage deposit in advance upon execution of the agreement. The balance of \$_____ shall become due and payable on _____ (date). Deposits and advance fees are nonrefundable upon cancellation of this agreement by the Lessee. All deposits and advance fees will be refunded if the city calls for cancellation of the agreement. The city reserves the right to cancel all agreements it deems necessary. Lessee agrees to leave the facility clean and orderly. All trash and debris must be put in garbage bags and taken to the dumpster after the event. All decorations must be removed from the building. Furniture and equipment at the Community Center must be left undamaged. Lessee agrees to abide by all of the conditions attached to this contract and to all laws, rules or regulations of the city and state.

City of Monroe: _____

Date: _____

Lessee: _____

Date: _____

CITY OF MONROE COMMUNITY CENTER CONDITIONS

1. **ALCOHOLIC BEVERAGES:** Alcoholic beverages will not be allowed on the premises. No one under the influence of alcohol will be allowed on the premises.
2. **RELEASE OF LIABILITY:** In consideration of the use of the premises, the User hereby releases and holds harmless the City of Monroe, their officials, officers, board members, employees, or representatives from any liability or responsibility for any damages to the person or property of User, User's guests, invitees, or other persons, arising out of or in any way connected with User's use of the premises. User agrees to indemnify the City of Monroe for any costs or damages to any persons or any person's property arising out of or connected in any way with User's use of the premises and further agrees to pay all costs of defense. Including attorney's fees and court costs, incurred by the City of Monroe or their officials, officers, board members, employees or representatives.
3. **TERMINATED EVENTS:** At any time the event custodian or officer sees an event becoming disorderly or any contract rules have been broken, the event will be terminated and all guests will be asked to leave. No refunds will be granted for terminated events.
4. **USE OF EQUIPMENT:** User shall be allowed to use the equipment, tables and chairs located on the premises, but the equipment, tables, and chairs shall not be removed from the premises. The User must provide all stereo and sound equipment if having a DJ, live music, or a band. There is no public phone available for phone calls of any kind, conference or otherwise. The City of Monroe will provide a podium, TV, DVD and VCR. The city does **NOT** provide table linens, napkins, serving utensils, cookware or tableware.
5. **HOURS OF OPERATION:** All events shall end by 11:00 p.m. and the building shall be empty of all persons by 12:00 a.m. No event shall start earlier than 6:00 a.m. The City of Monroe reserves the right to limit the number of hours beyond the maximum number of eight consecutive hours per event. There are no hourly rentals of the community center. If an event runs over their specified time limit, all persons pertaining to that event will be asked to leave.
6. **DECORATIONS:** User shall not use any wall decorations. Only table and floor decorations are permitted. **The use of confetti and glitter of any type is prohibited inside the building.** Birdseed and bubbles are permitted outside the building.
7. **DAMAGED PREMISES:** User agrees to pay the full cost of any repairs deemed necessary in the sole discretion of the City of Monroe for any damages caused by the User or its guests or invitees or by any other person in connection with the event. User accepts the premises in their current condition, as is, and agrees that they are fully suited for the purpose of the event.
8. **GENERAL CONDITIONS:** the premises shall not be used in violation of any regulation or law of any governmental body nor in any manner to create any nuisance or trespass, or in such a manner as to endanger the construction capabilities of the premises. The User, its guests and invitees shall use the parking area adjacent to the premises. The premises shall not be used in any manner to hinder or obstruct the activities or other occupants of the Community Center.
9. **AVAILABILITY OF FACILITIES:** The User understands that if the entire facility (all rooms) is not leased by the User, the remaining rooms may be rented by other parties during the same time period. The City of Monroe reserves the right to require the rental of the entire facility for large functions such as wedding receptions and on weekends. **Use is limited to twelve (12) times per calendar year to any one group, organization or individual.**
10. **NO SMOKING:** No smoking or use of tobacco products is allowed in the premises.
11. **GRATUITIES:** The City of Monroe does not allow tipping, gratuities, or any type of contracts made with the event custodian or officers. All arrangements and payments are to be made at Monroe Public Works, 213 Cherry Hill Road, Monroe, GA. Phone 770-267-6933.
12. **PAYMENTS:** If the lessee does not complete payments at least two weeks prior to the event, the City of Monroe may cancel the event and send a refund for any money paid over the amount of the deposit. **The deposit will not be refunded under any circumstances.**

City of Monroe _____ Lessee _____

Date _____ Date _____ Item # 2 _____