

COUNTY OF CLAYTON

STATE OF GEORGIA

RESOLUTION NO. 2019-156

A RESOLUTION AUTHORIZING CLAYTON COUNTY TO ENTER INTO A LEASE/PURCHASE FINANCING AGREEMENT WITH SUNTRUST EQUIPMENT FINANCE & LEASING CORP PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH EQUIPMENT WILL BE LEASED TO THE COUNTY; TO AUTHORIZE THE CHAIRMAN TO EXECUTE THE AGREEMENT AND TO OTHERWISE PERFORM ALL OTHER ACTS NECESSARY TO ACCOMPLISH THE INTENT OF THIS RESOLUTION; TO AUTHORIZE THE CHIEF FINANCIAL OFFICER TO AMEND THE BUDGET WHERE NECESSARY TO REFLECT AN APPROPRIATE REVENUE SOURCE AND EXPENSE ALL AS MAY BE REQUIRED UNDER THE TERMS OF THE AGREEMENT; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, Clayton County, Georgia (the "County"), desires to lease certain property (the "Equipment") from time to time pursuant to the Tax Exempt Lease/Purchase Agreement (the "Equipment Lease") with SunTrust Equipment Finance and Leasing Corporation (the "Lessor"); and

**WHEREAS**, it is found that the Equipment, and the leasing thereof, is essential to the operation of the governmental functions of the County; and

**WHEREAS**, the County is authorized to acquire, construct, own, repair, add to, extend, improve, equip, operate, maintain, and manage projects and to hold and dispose of real and personal property of every kind and character for public purposes; and

**WHEREAS**, the County proposes to enter into a Lease/purchase agreement in order to finance the acquisition of (8) 2020 Pierce Pumpers (the "Property").

**WHEREAS**, the interest rate has been established on the assumption that the County is a state or political subdivision within the meaning of Section 103 of the Internal Revenue Code, and that therefore interest will be exempt from federal income tax. The County will make customary representations, warranties and covenants to establish and maintain the exemption. If qualified, the County will designate the Agreement as "bank qualified". If the interest component of rental payments is determined to be taxable, the County will pay Lessor on demand such amounts (including additional interest, fines, penalties and other additions to tax) as will restore to Lessor its contemplated after-tax yield on the financing.

**WHEREAS**, the Board of Commissioners has determined that accomplishing the foregoing is in the best interests of the County, and the Board has found and does hereby declare that such undertaking is for a lawful, valid, and necessary public purpose, which will develop and promote civic and cultural growth, public welfare, trade, commerce, education, amusement, or recreation, all to the public benefit and good; and

**WHEREAS**, the County has determined to enter into this Lease/purchase agreement with SunTrust Equipment Finance & Leasing Corp. at an interest rate of 2.122% for a term of sixty (60) months.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF

CLAYTON COUNTY, GEORGIA AND IT IS HEREBY RESOLVED

Section 1. In order to further the public purposes of the Act, the County is hereby authorized to enter into this agreement. It is hereby found, ascertained, determined, and declared that the Project constitutes a "project," within the meaning of that term as defined in the Act, and that the acquisition, and installation of the Project and related costs is for a public purpose and is necessary to develop and promote civic and cultural growth,

public welfare, trade, commerce, education, amusement, or recreation, all to the public benefit and good.

Section 2. For the purpose of paying related costs, the maximum principal component of this lease is \$4,156,256.00.

Section 3. Lessor's standard form documentation will be used, which such proposed changes as Lessor may approve in its sole discretion.

Section 4. An escrow account at SunTrust Bank will be established to hold the financing proceeds. Monies in escrow will be disbursed from time to time, upon delivery of documentation specified in the escrow agreement and approval of Lessor, to pay costs of the Property. Lessee will pay a \$250 fee at closing for the escrow account set up. Any additional fees, costs and expenses specified in the escrow agreement will be paid out of the escrow account earning. However, in the event there are not sufficient escrow account earning to pay any such fees, costs and expenses, the Lessee agrees to pay the shortfall amount. Any surplus escrow account earning will be for the benefit of the Lessee.

Section 5. The Chairman of the Board of Commissioners is authorized and directed on behalf of the County to execute and deliver a Lease Agreement as to the reasonable expectations of the County regarding the amount and terms of the Lease.

Section 6. Annual payments will be made based on the anticipated commencement date of December 30, 2019, a proposed payment schedule is below:

Date	Starting Balance	Takedowns	Debt Service	Interest	Principal	Ending Balance	Prepayment Price
12/30/2019	-	4,156,256.00	-	-	-	4,156,256.00	NA
7/1/2020	4,156,256.00	-	44,342.86	44,342.86	-	4,156,256.00	4,280,943.68
1/1/2021	4,156,256.00	-	840,617.50	44,097.88	796,519.62	3,359,736.38	3,460,528.47
7/1/2021	3,359,736.38	-	35,646.80	35,646.80	-	3,359,736.38	3,426,931.11
1/1/2022	3,359,736.38	-	849,313.55	35,646.80	813,666.75	2,546,069.63	2,596,991.02
7/1/2022	2,546,069.63	-	27,013.80	27,013.80	-	2,546,069.63	2,571,530.33
1/1/2023	2,546,069.63	-	857,946.56	27,013.80	830,932.76	1,715,136.87	1,732,288.24
7/1/2023	1,715,136.87	-	18,197.60	18,197.60	-	1,715,136.87	1,715,136.87
1/1/2024	1,715,136.87	-	866,762.76	18,197.60	848,565.16	866,571.71	866,571.71
7/1/2024	866,571.71	-	9,194.33	9,194.33	-	866,571.71	866,571.71
1/1/2025	866,571.71	-	875,766.04	9,194.33	866,571.71	(0.00)	(0.00)
Total		4,156,256.00	4,424,801.80	268,545.80	4,156,256.00		

Section 7. No representation, statement, covenant, stipulation, obligation, or agreement herein contained, or any certificate or other instrument to be executed in connection with the signing of the Lease, shall be deemed to be a representation, statement, covenant, stipulation, obligation, or agreement of any member, officer, employee, or agent of the County in his or her individual capacity, and none of the foregoing persons nor any of the officers of the County executing the County Contracts, or any certificate or other instrument to be executed in connection with this agreement shall be liable personally thereon or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

Section 8. All acts, conditions, and things relating to the passage of this Authorizing Resolution and to the execution and delivery of the County Contracts, required by the Constitution or other laws of the State of Georgia to happen, exist, and be performed precedent to the passage hereof, have happened, exist, and have been performed as so required.

Section 9. The members of the County and its officers, attorneys, engineers, or other agents or employees are hereby authorized to do all acts and things required of them by this Authorizing Resolution, and the County Contracts and to do all acts and things that are desirable and consistent with the requirements hereof and the County Contracts, for the full, punctual, and complete performance of all the terms, covenants, and agreements contained herein and the County Contracts.

Section 10. All motions, orders, ordinances, bylaws, resolutions, and parts thereof in conflict herewith are hereby repealed to the extent only of such conflict. This repealer shall not be construed as reviving any motion, order, ordinance, bylaw, resolution, or part thereof.

Section 11. This Authorizing Resolution shall become effective immediately, and if any section, paragraph, clause, or provision hereof shall for any reason be held invalid or unenforceable, the invalidity or unenforceability thereof shall not affect any of the remaining provisions hereof.

**PASSED, ADOPTED, SIGNED, APPROVED, and EFFECTIVE** this 17  
day of December, 2019.

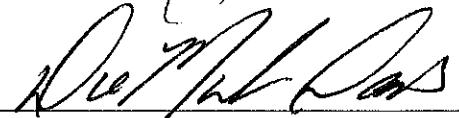
**CLAYTON COUNTY BOARD OF COMMISSIONERS**

  
JEFFREY E. TURNER, CHAIRMAN


  
FELICIA FRANKLIN WARNER, VICE CHAIRMAN

  
SONNA GREGORY, COMMISSIONER

  
GAIL HAMBRICK, COMMISSIONER

  
DEMONT DAVIS, COMMISSIONER

ATTEST:

  
BRENDA B. JAMES, CLERK

**SECRETARY-TREASURER'S CERTIFICATE**

I, Brenda James, the duly appointed, qualified, and acting Clerk of the Clayton County Board of Commissioners (the "County"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter pertaining to the Lease Agreement with SunTrust Equipment Finance & Leasing Corp. constitute a true and correct copy of the Authorizing Resolution adopted on December \_\_\_, 2019 by the members of the County in a meeting duly called and assembled, after due and reasonable notice was given in accordance with the procedures of the County and with applicable provisions of law, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Authorizing Resolution appears of public record in the Minute Book of the County, which is in my custody and control.

I further certify that such Authorizing Resolution has not been rescinded, repealed, or modified.

Given under my signature and the seal of the County, this 17 day of December 2019.



BRENDA B. JAMES  
Clerk, Clayton County Board of Commissioners

