

RESOLUTION NO. 03-86.1

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A MUNICIPAL LEASE PURCHASE PLAN FOR VILLAGE TRUCKS WITH SUNTRUST LEASING CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay adopted Resolution no. 03-68 authorizing the Village Manager to issue a Purchase Order to procure trucks from Blake Chevrolet, following Invitation to Bid Number 2003-100, in the amount of \$153,000; and,

WHEREAS, staff determined that the most cost efficient manner in which to pay for these vehicles is through a lease purchase plan ("Plan"); and

WHEREAS, a sealed bid opening was conducted on September 25, 2003, wherein the Village received proposals from the following five companies: Sofisa Bank of Florida, Leasing 2, SunTrust Leasing Corporation, Bank United, and Wachovia; and

WHEREAS, staff determined that SunTrust Leasing Corporation remains the most responsive bidder, providing the lease rate of 3.2% over the five year term of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The terms of the contract substantial in the form of the Plan which is attached and incorporated in this resolution, are in the best interests of the village for the acquisition of the trucks.

Section 2. Execution of the Plan is approved. The Village Manager is authorized to execute and deliver the Plan with any changes, insertions and omissions as may be approved by the Council. The Village Clerk shall affix the official seal of the Village of Palmetto Bay and attest to same.

Section 3. The Village Manager is authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other

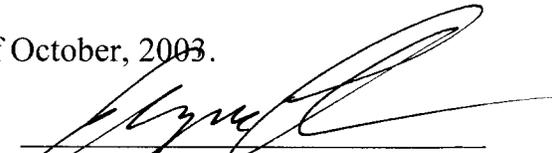
documents, and to do or cause to be done any and all acts and things necessary or proper for carrying out this resolution and the Plan.

Section 4. This resolution has not been repealed or amended and remains in full force and effect. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 7th day of October, 2003.

Attest:


Meighan Pier
Village Clerk


Eugene P. Flinn, Jr.
Mayor

APPROVED AS TO FORM:


Earl G. Gallop,
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>Yes</u>
Council Member Paul Neidhart	<u>Yes</u>
Council Member John Breder	<u>Yes</u>
Vice-Mayor Linda Robinson	<u>Yes</u>
Mayor Eugene P. Flinn, Jr.	<u>Yes</u>

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SUNTRUST

September 23, 2003

Mr. Alfredo Acin,
Finance Director
Village of Palmetto Bay
8950 SW 152nd Street
Palmetto Bay, FL 33157

Dear Mr. Acin:

SunTrust Leasing Corporation ("SLC") is pleased to present to the Village of Palmetto Bay, Florida its proposal for equipment financing.

The terms and conditions of our proposal are outlined as below:

- LESSEE:** Village of Palmetto Bay, Florida. Lessee is a state or political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- LESSOR:** SunTrust Leasing Corporation, or its Assignee.
- TYPE OF FINANCING:** Master Lease Agreement. Said Agreement shall be a net lease arrangement whereby Lessee is responsible for all costs of operation, maintenance, insurance, and taxes. The Agreement shall be based on the annual appropriation of funds during each year of the lease term and shall be substantially the same as the sample document attached.
- BANK QUALIFICATION:** Lessee reasonably anticipates the total amount of tax-exempt obligations (other than private activity bonds) to be issued by Lessee during calendar year 2003 will not exceed ten million (\$10,000,000.00) dollars.
- EQUIPMENT TYPE:** Various

Village of Palmetto Bay, Florida
Proposal for Equipment Financing
Page 2 of 4

**APPROXIMATE
EQUIPMENT COST:** \$147,110.00

**APPROXIMATE
LEASE AMOUNT:** \$147,110.00

LEASE TERM: Five (5) years

LEASE RATE: 3.20%

LEASE PAYMENT: Twenty (20) payments of \$7,988.95 collected quarterly in arrears.

**FINANCING FEES /
CLOSING COSTS:** **WAIVED**

ESCROW FUNDING: If requested by Lessee, SLC will fund an escrow account for this transaction on or about October 8, 2003. The Equipment Acquisition Fund will be used to pay equipment vendors/contractors and any escrow expenses, which can be used from the proceeds. Escrow Agent will be SunTrust Banks. STL to review and approve escrow disbursements prior to Escrow Agent disbursing of funds. It is assumed that all interest earnings will accrue for benefit of Lessee. This proposal also does not take into consideration the application of any interest earnings from the escrow fund of the account.

REIMBURSEMENT: If Lessee intends to be reimbursed for any equipment cost associated with this Agreement, intent for reimbursement from the proceeds of this Agreement must be evidenced, and must qualify under the Treasury Regulation Section 1.150.2.

- INSURANCE:** The Lessee shall furnish confirmation of all risk physical damage insurance coverage for the full cost of the property plus one million (\$1,000,000.00) dollars combined single limit property damage and bodily injury insurance covering the property. SLC shall be named as loss payee and additional insured on such coverage. If Lessee is self-insured, the appropriate documentation will need to be provided to SLC.
- AUTHORIZED SIGNORS:** The Lessee's governing board shall provide SLC with its resolution or ordinance authorizing this Agreement and shall designate the individual(s) to execute all necessary documents used therein.
- LEGAL OPINION:** The Lessee's counsel shall furnish SLC with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to SLC.
- LEGAL TITLE:** Title to the equipment will be in the name of Lessee.
- DOCUMENTATION:** Lessor's form of lease documentation will be used and will remain substantially the same as the sample document provided herein. If the Lessee is required to use their own form of documentation, Lessee will bear all legal costs incurred by Lessor in having the documents reviewed and revised, if necessary, by Lessor's counsel.
- PROPOSAL EXPIRATION:** This proposal must be accepted by October 8, 2003. If acceptance is received by this date, the quoted Lease Rate of choice will remain fixed if funding takes place by October 15, 2003. If acceptance is not received by October 8, 2003, or funding does not take place by October 15, 2003 the Lease Rate and Lease Payment Amounts will be adjusted to market conditions three (3) days prior to funding. Once set, the Lease Rate will remain fixed for the Lease Term.

***Village of Palmetto Bay, Florida
Proposal for Equipment Financing
Page 4 of 4***

This proposal has been credit approved by the Credit/Investment Committee of SunTrust Bank and subject to further approval of the lease documents in SunTrust Leasing Corporation's sole discretion.

Upon receipt of the signed proposal, we will endeavor to provide you with a timely commitment. It is a pleasure to offer this proposal to the County and we look forward to your favorable acknowledgment.

Sincerely,



Martha A. Santoni
Assistant Vice President

AGREED TO AND ACCEPTED BY:

_____ (Name)

_____ (Title)

_____ (Date)