



CITY OF NORTH MIAMI BEACH

City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19 Avenue
North Miami Beach, FL 33162

**Tuesday, July 15, 2014
7:30 PM**

Mayor George Vallejo
Vice Mayor Frantz Pierre
Councilman Anthony F. DeFillipo
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilwoman Phyllis S. Smith
Councilwoman Beth E. Spiegel

City Manager Ana M. Garcia
City Attorney Jose Smith
City Clerk Pamela L. Latimore, CMC

Notice to All Lobbyists

Any person who receives compensation, remuneration or expenses for conducting lobbying activities is required to register as a Lobbyist with the City Clerk prior to engaging in lobbying activities before City Boards, Committees, or the City Council.

AGENDA

1. **ROLL CALL OF CITY OFFICIALS**
2. **INVOCATION** - Reverend Simon Mangru NMB Church of the Nazarene
3. **PLEDGE OF ALLEGIANCE**
4. **REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA**
5. **PRESENTATIONS /DISCUSSIONS**
 - 5.1 **Dr. Martin Karp Miami Dade School Board Member**
 - 5.2 **North Miami Beach Beautiful Home Awards (Councilwoman Barbara Kramer)**
 - 5.3 **Presentation of Community Champion Award (Chief of Police J. Scott Dennis)**

Chief Dennis will present the NMBPD Community Champion Award to a former Police Explorer for his assistance in a recent criminal investigation.

6. **PUBLIC COMMENT**

To All Citizens Appearing Under Public Comment

The Council has a rule which does not allow discussion on any matter which is brought up under Public Comment. We are, however, very happy to listen to you. The reason for this is that the Council must have Staff input and prior knowledge as to the facts and figures, so that they can intelligently discuss a matter. The Council may wish to ask questions regarding this matter, but will not be required to do so. At the next or subsequent Council meeting you may have one of the Councilpersons introduce your matter as his or her recommendation. We wish to thank you for taking the time to bring this matter to our attention. Under no circumstances will personal attacks, either from the public or from the dais, be tolerated.

Speaking Before the City Council

There is a three (3) minute time limit for each speaker during public comment and a three (3) minute time limit for each speaker during all public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If you have a matter you would like to discuss which requires more than three (3) minutes, please feel free to arrange a meeting with the appropriate administrative or elected official. In the Council Chambers, citizen participants are asked to come forward to the podium, give your name and address, and the name and address of the organization you are representing, if any. If you are speaking on a public hearing item, please speak only on the subject for discussion. Thank you very much, in advance, for your cooperation.

Pledge of Civility

A resolution was adopted by the Mayor and City Council of the City of North Miami Beach recognizing the importance of civility, decency, and respectful behavior in promoting citizen participation in a democratic government. The City of North Miami Beach calls upon all residents, employees, and elected officials to exercise civility toward each other. (Resolution Nos. R2007-57, 11/06/07 and R2011-22, 4/26/11)

7. APPOINTMENTS - *None*

8. CONSENT AGENDA

8.1 Regular Meeting Minutes of June 17th 2014 (City Clerk Pamela Latimore)

9. CITY MANAGER'S REPORT

9.1 City Auction of Surplus Vehicles and Equipment, July 19, 2014, 10:00AM, Public Services Operations Center (City Manager Ana M. Garcia)

9.2 State of the Police Department (Chief of Police J. Scott Dennis)

9.3 Utility Rate Study Review (Public Utilities Director Barbara Trink)

9.4 Swimming Pools Update (Public Works Director Esmond Scott)

9.5 Future Meeting Dates for NMB Council/CRA Commissioners (City Manager Ana M. Garcia)

10. CITY ATTORNEY'S REPORT

10.1 Litigation List

Litigation List

11. MAYOR'S DISCUSSION

12. MISCELLANEOUS ITEMS

12.1 Date Change for Second Meeting in September

Due to the budget hearings in September, a vote from Mayor and Council will be needed to reschedule the meeting of September 16, 2014 to September 23, 2014.

13. BUSINESS TAX RECEIPTS - *None*

14. DISCUSSION ITEMS

14.1 Policy Discussion of Waiver of Fees for City Facilities (Councilwoman Martell)

14.2 Policy Discussion Regarding Council's Allowable Travel and Expenses (Councilwoman Martell)

14.3 City Clerk Contract Review

15. LEGISLATION

15.1 Resolution No. R2014-28 (Finance Director Janette Smith)

16. CITY COUNCIL REPORTS

17. NEXT REGULAR CITY COUNCIL MEETING - Tuesday, August 5th, 2014

18. ADJOURNMENT



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Councilwoman Kramer
VIA:
DATE: Tuesday, July 15, 2014

RE: North Miami Beach Beautiful Home Awards (Councilwoman Barbara Kramer)

BACKGROUND ANALYSIS: The Beautification Committee will present four beautiful home awards for the 2nd quarter.

RECOMMENDATION:

FISCAL/BUDGETARY IMPACT:

ATTACHMENTS:

 [Photos of Beautiful Home Awards](#)



500 NE 178th Street



1470 NE 151st Street



2075 NE 186th Drive



2035 NE 186th Drive



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM:
VIA:
DATE: Tuesday, July 15, 2014

RE: Regular Meeting Minutes of June 17th 2014 (City Clerk Pamela Latimore)

**BACKGROUND
ANALYSIS:
RECOMMENDATION:
FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

-  [Regular Meeting Minutes of June 17th 2014](#)



CITY OF NORTH MIAMI BEACH
City Council Meeting
Council Chambers, 2nd Floor
City Hall, 17011 NE 19th Avenue
North Miami Beach, FL 33162
Tuesday, June 17th, 2014
7:30 PM

Mayor George Vallejo
Vice Mayor Frantz Pierre
Councilman Anthony F. DeFillipo
Councilwoman Barbara Kramer
Councilwoman Marlen Martell
Councilwoman Beth E. Spiegel
Councilwoman Phyllis S. Smith

City Manager Ana M. Garcia
City Attorney Jose Smith
City Clerk Pamela L. Latimore, CMC

REGULAR MEETING MINUTES

ROLL CALL OF THE CITY OFFICIALS

The meeting was called to order at 7:40 p.m. Present at the meeting were Mayor George Vallejo, Council Members Barbara Kramer, Beth E. Spiegel, Phyllis S. Smith, and Anthony DeFillipo. Also present were City Attorney Jose Smith, City Clerk Pamela L. Latimore, and City Manager Ana Garcia. Vice Mayor Frantz Pierre was not present.

INVOCATION- Rabbi Avrohom Anton-Samuel Scheck Hillel Community Day School

PLEDGE OF ALLEGIANCE was lead by Mayor and Council

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND ADDITIONS TO AGENDA- There were none

APPOINTMENTS- There were no appointments scheduled

PRESENTATIONS/DISCUSSIONS- There were no presentations made before council.

Mayor Vallejo opened the meeting for **PUBLIC COMMENT**.

Vice Mayor Pierre entered the meeting at 8:00 pm

City Clerk Latimore read the rules of public comment into the record. The following person(s) made comments on the record:

1. Allison Robie 2131 NE 179th Street. North Miami Beach, FL
2. Former Councilman Philippe Derose 18870 NE 21st Avenue, North Miami Beach, FL
3. Charles Loeb 16800 NE 15th Avenue, North Miami Beach, FL

4. Rolland Veilleux 13730 Highland Drive, North Miami Beach, FL
5. Richard Riess 23 NW 169th Street, North Miami Beach, FL
6. Mubarak Kazan 15564 NE 12th Avenue, North Miami Beach, FL
7. Timothy Laboy 2345 NE 137th St. North Miami Beach, FL
8. Muriel Kemp 1479 N.E. 178th Street, North Miami Beach, FL
9. Marilyn Baumoehl 18635 NE 20th Court, North Miami Beach, FL

Mayor Vallejo closed the meeting for **PUBLIC COMMENT**.

CONSENT AGENDA:

City Clerk Latimore informed Mayor and Council of a correction made to the minutes.

8.1 Regular Meeting Minutes of May 20th, 2014.

Motion to approve Consent Agenda was made by Councilman Defillipo, seconded by Vice Mayor Pierre. **Motion Passed 6-1** with Councilwoman Smith dissenting

CITY MANAGER'S REPORT

City Manager Garcia deferred item 9.1 and 9.2 of her report to a later date.
(9.1 Police Department Crime Statistics Update and 9.2 Parks and REC Summer Programs Update).

City Manager Garcia reminded Council of the final meeting of the Strategic Planning Session that will be held June 25th 2014.

City Manager Garcia informed the Mayor and Council that a report would be forthcoming on an issue of a non-conforming use associated with Nova Southeastern University.

City Manager Garcia responded to Councilwoman Spiegel inquiry of dates for upcoming budget workshops. A calendar of dates will be provided to the council at a later date.

CITY ATTORNEY'S REPORT

City Attorney Smith advised Council of several forfeitures included in their packets. He provided details and update of pending litigation and answered questions from Council.

Councilwoman Spiegel directed City Attorney Smith to look into making a clarification of information that came out a Pension Board meeting to residents and employees of the city.

Litigation List

As of June 17th, 2014

MAYOR'S DISCUSSION: There were no items for discussion.

MISCELLANEOUS ITEMS: There were no miscellaneous items.

BUSINESS TAX RECEIPTS: There were no Business Tax Receipts brought before Mayor and Council.

DISCUSSION ITEMS: There were no items for discussion.

LEGISLATION

Mayor Vallejo designated a time certain for agenda item 15.1 Resolution 2014-19. The Mayor stated that the item would come back to Council at 9:15pm.

Mayor Vallejo explained that his decision was for expediency purposes and to facilitate a seamless meeting process.

City Attorney Smith outlined the Florida statutes on the matter and what was within the powers of the Chair.

Council discussed the decision and offered their positions on the matter.

Motion to appeal the decision of the chair was made by Councilwoman Spiegel, seconded by Councilwoman Smith. **Motion passed 6-1.** (Mayor Vallejo dissenting)

Motion to approve taking legislative item **15.2 Ordinance No 2014-5** out of order was made by Councilwoman Smith, seconded by Councilwoman Kramer. **Motion passed (7-0)**

Ordinance No. 2014-5 (Second and Final Reading) (City Planner, Carlos Rivero)

AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, REZONING PROPERTY WITHIN THE CITY OF NORTH MIAMI BEACH LOCATED AT 85 NW 168TH STREET FROM A CLASSIFICATION OF "RO", RESIDENTIAL OFFICE DISTRICT, TO A CLASSIFICATION OF "CF", COMMUNITY FACILITY DISTRICT, AND INSTRUCTING THE COMMUNITY DEVELOPMENT DIRECTOR TO MAKE ALL NECESSARY CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF NORTH MIAMI BEACH TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

The item was read into the record by City Attorney Smith. A brief summary was given by City Planner Rivero and he indicated his support for the item.

JENNINGS DISCLOSURE:

Councilman DeFillipo stated No contact.

Councilwoman Kramer stated that she had contact with the applicant's representative (Evan Ross) and the applicant Jarret Gross concerning the property.

Councilwoman Martell stated that she had contact with the applicant's representative Evan Ross concerning the property.

Councilwoman Spiegel stated that she had contact with the applicants representative Evan Ross concerning the property.

Vice Mayor Pierre stated No contact.

Councilwoman Smith stated that she had contact with the applicants representative Evan Ross concerning maintenance issues.

Mayor Vallejo stated that he had contact with the applicant Jarrett Gross concerning his support for the item.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

The following persons made comments on the record:

1. Richard Riess 23 NW 169th St, North Miami Beach, FL
2. Muriel Kemp 1479 N.E. 178th Street, North Miami Beach, FL
3. Jarret Gross OFG Investments-1557 NE 164th St. North Miami Beach, FL

Mayor Vallejo closed the **PUBLIC HEARING**.

Council discussed the adoption of the item.

The applicant Jarret Gross was sworn in and provided testimony in regards to questions and concerns posed by Council.

Councilwoman Smith read into the record a portion of a letter from Myra Perez, the owner of an adjacent property to the one being discussed in the item.

Motion to adopt Ordinance No 2014-5 was made by Vice Mayor Pierre, seconded by Councilwoman Smith.

ROLL CALL VOTE: DeFillipo - Yes, Kramer - Yes, Martell-Yes, Spiegel - Yes, Pierre – Yes, Smith - Yes, Vallejo – Yes (**Passes 7 – 0**)

Motion to approve taking the remaining legislative items 15.3 and 15.4 out of order was made by Councilwoman Smith, seconded by Vice Mayor Pierre. **Motion passed (7-0)**

Ordinance No. 2014-6 (Second and Final Reading)(City Planner, Carlos Rivero)

**AN ORDINANCE OF THE CITY OF NORTH MIAMI BEACH, FLORIDA
REZONING PROPERTIES WITHIN THE CITY OF NORTH MIAMI BEACH
LOCATED AT 17031 NE 20TH AVENUE AND 17051 NE 20TH AVENUE FROM A
CLASSIFICATION OF "RO", RESIDENTIAL OFFICE DISTRICT, TO A
CLASSIFICATION OF "RM-23", RESIDENTIAL MID-RISE MULTI-FAMILY
(HIGH DENSITY) DISTRICT; DIRECTING THE DIRECTOR OF COMMUNITY**

DEVELOPMENT TO MAKE ALL NECESSARY CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF NORTH MIAMI BEACH TO CARRY OUT THE INTENT OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

The item was read into the record by City Attorney Smith. A brief summary was given by City Planner Rivero and he indicated his support for the item.

JENNINGS DISCLOSURE:

Councilman DeFillipo stated he has had no contact.

Councilwoman Kramer stated she has had contact with someone associated with the project discussing the project.

Councilwoman Martell stated she has had no contact.

Councilwoman Spiegel stated she has had contact with Mr. Bolado explaining her vote at the last meeting.

Vice Mayor Pierre stated he had no contact.

Councilwoman Smith stated she has had contact with Mr. Bolado discussing real estate, investments, and the quality of his rendering.

Mayor Vallejo stated he has had contact with Mr. Bolado discussing his support for the project.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

There were no speakers during Public Hearing.

Mayor Vallejo closed the **PUBLIC HEARING**.

Council held a discussion about the item, with City Attorney Smith providing legal explanations to various issues.

Motion to approve Ordinance No. 2014-6 on Second and Final Reading was made by Vice Mayor Pierre, seconded by Councilwoman Kramer. **Motion Passed 6-1** (Councilwoman Spiegel dissenting).

ROLL CALL VOTE: DeFillipo - Yes, Kramer - Yes, Martell-Yes, Spiegel - No, Pierre – Yes, Smith - Yes, Vallejo – Yes

Resolution No.R2014-23 Townhouses (City Planner, Carlos Rivero)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, GRANTING SITE PLAN APPROVAL, IN ORDER TO CONSTRUCT SIX (6) THREE-BEDROOM, THREE-STORY, 2,053 SQUARE FEET TOWNHOUSE UNITS ON TWO LOTS CONTAINING 11,280 SQUARE FEET OF COMBINED LAND, AS PROPOSED; AND GRANTING A VARIANCE FROM SECTION 24-48(D)(2) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE THREE THOUSAND SEVEN HUNDRED AND TWENTY SQUARE FEET (3,720 SQ. FT.) OF THE MINIMUM FIFTEEN THOUSAND SQUARE FEET (15,000 SQ. FT.) REQUIRED LOT AREA, WHERE LOT AREA OF ELEVEN THOUSAND TWO HUNDRED AND EIGHTY SQUARE FEET (11,280 SQ. FT.) IS PROPOSED; AND GRANTING A VARIANCE FROM SECTION

24-48 (D)(4) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE TEN FEET (10') OF THE MINIMUM REQUIRED FRONT YARD SETBACK OF TWENTY-FIVE FEET (25'), WHERE FRONT YARD SETBACK OF AS CLOSE AS FIFTEEN FEET (15') IS PROPOSED; AND GRANTING A VARIANCE FROM SECTION 24.48(D)(4) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO WAIVE FIFTEEN FEET (15') OF THE MINIMUM REQUIRED INTERIOR SIDE YARD SETBACK OF TWENTY FEET (20'), WHERE INTERIOR SIDE YARD SETBACK OF FIVE FEET (5') IS PROPOSED; AND GRANTING A VARIANCE FROM SECTION 24-48 (D)(5) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO ADD FOUR FEET SIX INCHES (4'6") TO THE MAXIMUM BUILDING HEIGHT OF THIRTY-FIVE FEET (35'), WHERE BUILDING HEIGHT OF THIRTY-NINE FEET SIX INCHES (39'6") IS PROPOSED; AND GRANTING A VARIANCE FROM SECTION 24-48 (D) (6) OF THE CODE OF ORDINANCES OF THE CITY OF NORTH MIAMI BEACH TO ADD TWENTY-FIVE PERCENT (25%) TO THE MAXIMUM LOT COVERAGE OF TWENTY-FIVE PERCENT (25%), WHERE LOT COVERAGE OF FIFTY PERCENT (50%) IS PROPOSED, ON PROPERTIES LEGALLY DESCRIBED AS: The South 40 Feet of Lot C and the North 10 Feet of Lot D, Block 42, Fulford-by-the-Sea, Section "D" according to the Plat thereof, recorded in Plat Book 8, Page 58 of the Public Records of Miami-Dade County, Florida A/K/A 17031 NE 20th Avenue, North Miami Beach, Florida; and The South 25 Feet of Lot B and the North 25 Feet of Lot C, Block 42, Fulford-by-the-Sea, Section "D" according to the Plat thereof, recorded in Plat Book 8, Page 58 of the Public Records of Miami-Dade County, Florida A/K/A 17051 NE 20th Avenue, North Miami Beach, Florida. (P&Z Item No. 14-002 of May 5, 2014)

JENNINGS DISCLOSURE:

Councilman DeFillipo stated he has had no contact.

Councilwoman Kramer stated that she has had contact with a gentleman who has been identified as not having anything to do directly with the project.

Councilwoman Martell stated that she has had no contact.

Councilwoman Spiegel – stated she has had contact with Mr. Bolado explaining her vote at the last meeting.

Vice Mayor Pierre stated that he has had no contact.

Councilwoman Smith stated she has had contact with Mr. Bolado discussing real estate, investments, and the quality of his rendering.

Mayor Vallejo stated he has had contact with Mr. Bolado discussing his support for the project.

The item was read into the record by City Attorney Smith. A brief summary was given by City Planner Carlos Rivero and he indicated his support for the item.

There was discussion about the proposed resolution and City Planner Rivero answered questions from Council Members.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**

The following persons made comments on the record:

1. Gustavo Bolado 346 Conversation Dr. Weston, FL 33327

Mayor Vallejo closed the **PUBLIC HEARING**.

Motion to adopt Resolution No 2014-23 was made by Councilwoman Smith, seconded by Councilwoman Martell. **Motion Passed 7-0.**

ROLL CALL VOTE: DeFillipo - Yes, Kramer - Yes, Martell-Yes, Spiegel - Yes, Pierre – Yes, Smith - Yes, Vallejo – Yes

Resolution No. R2014-19 (City Manager Ana Garcia)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH WASTE PRO OF FLORIDA, INC., THE FIRST RANKED FIRM, FOR WASTE COLLECTION, DISPOSAL AND RECYCLING SERVICES FOR THE CITY OF NORTH MIAMI BEACH, AND PROVIDING AN EFFECTIVE DATE.

City Manager Garcia spoke about the item and her intentions to do what was in the best interest of the City, residents, and City employees.

Regional Vice President of Waste Pro, Russell Mackie presented his case for the adoption of the item.

Union Representative Janice Coakley presented her case against the adoption of the item.

Mayor Vallejo opened the meeting for **PUBLIC HEARING**.

- 1 Russell Mackie 17302 Pines Boulevard. Pembroke Pines, FL (Representative of Waste-Pro)
- 2 Janice Coakley PO Box 600951. North Miami Beach, FL (AFSCME Union President)
4. Jarrett Gross 1557 NE 164th Street. North Miami Beach, FL
5. Robert Taylor 1951 NE 157th Terrace. North Miami Beach, FL
6. Terrence Thomas 1535 NE 170th Street. North Miami Beach, FL
7. Charles Loeb 16800 NE 15th Avenue, North Miami Beach, FL
8. Muriel Kemp 1479 N.E. 178th Street, North Miami Beach, FL
9. Ronald Hayes 5212 SW 32nd Street. Hollywood, FL
10. Marilyn Baumoehl 18635 NE 20th Court, North Miami Beach, FL
11. David Greenberg 311 NE 180th Drive. North Miami Beach, FL
12. Gaston Siroit 13795 NE 20th Place. North Miami Beach, FL
13. Allison Robie 2131 NE 179th Street. North Miami Beach, FL
14. Mubarak Kazan 15564 NE 12th Avenue, North Miami Beach, FL
15. David Diaz 2110 NE 197th Terrace. North Miami Beach, FL
16. Rolland Veilleux 13730 Highland Drive, North Miami Beach, FL
17. Jean Jean-Louis 15604 NE 12th Avenue. North Miami Beach, FL
18. Richard Riess 23 NW 169th Street, North Miami Beach, FL
19. Antonio Ortega 1632 NE 182nd Street. North Miami Beach, FL
20. Livingston Richie 5901 NW 19th Street. Lauderhill, FL

21. Hans Mardy 3703 NE 166th Street. North Miami Beach, FL
22. Joe Simmons Junior 99 NW 183rd Street. North Miami Beach, FL
23. Jaime Miller 2130 NE 171st Street. North Miami Beach, FL

Mayor Vallejo closed the meeting for **PUBLIC HEARING**.

City Manager Garcia spoke about some of the issues brought up in public hearing.

Russell Mackie (Representative from Waste Pro) addressed some of the concerns brought up by speakers in public hearing and responded to questions from Council.

Council discussed the item. Assistant City Manager Mac Serda addressed comments made by Council.

Janice Coakley (AFSCME) addressed concerns raised by staff and Council.

Human Resources Director Rose Amberson provided input on some of the remarks made regarding the item.

MOTION to continue the meeting past midnight was made by Vice Mayor Pierre and seconded by Mayor Vallejo. **Motion Passed 7-0**

Motion to adopt Resolution No 2014-19 was made by Vice Mayor Pierre, seconded by Mayor Vallejo. **Motion Failed 3-4** (Councilman DeFillipo, Vice Mayor Pierre, Councilwoman Smith, and Councilwoman Spiegel dissenting.

ROLL CALL VOTE: DeFillipo - **No**, Kramer -**Yes**, Martell-**Yes**, Spiegel - **No**, Pierre – **No**, Smith - **No**, Vallejo – **Yes**

CITY COUNCIL REPORTS

Councilman DeFillipo announced a list of recommendations for policy improvements that he was submitting to the manager's office. He expressed optimism about the challenges the City faces and that he was certain a solution would be reached.

Councilwoman Kramer announced the next meeting of the Beautification Committee and invited residents to join and participate.

Councilwoman Martell invited and encouraged residents to attend the Islam in the West workshop taking place at the library.

Councilman Pierre wished everyone a happy summer and urged safety.

Councilwoman Smith reminded residents about the board and committee meetings taking place and where they would be held. She thanked staff and residents for their time and participation. She encouraged parents to get their children swimming lessons.

Vice Mayor Spiegel thanked everyone for their hard work and efforts. She wished residents a good night.

Mayor Vallejo thanked residents for viewing and participating.

Next Council Meeting Date: July 1st, 2014

ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 12:47am.

ATTEST:

(SEAL)

Pamela L. Latimore, CMC

The City of North Miami Beach

NMB



Now More Beautiful!

City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

Print

TO: Mayor and City Council
FROM:
VIA:
DATE: Tuesday, July 15, 2014

RE: City Auction of Surplus Vehicles and Equipment, July 19, 2014,
10:00AM, Public Services Operations Center (City Manager
Ana M. Garcia)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

[postcard auction](#)

Absolute Public Auction



CITY OF NORTH MIAMI BEACH

**Surplus Vehicles • Trucks
Miscellaneous Equipment *and more...***

SATURDAY • JULY 19th • 10 AM

LOCATION: Public Services Operations Center
2101 NE 159th Street, North Miami Beach, Florida 33162

DIRECTIONS: From I-95 Exit #12 East on 826 Expressway
(NE 167th Street) to Dixie Highway (NE 22 Avenue).
Turn South to NE 159th St. Turn Right to Address.

INSPECTION: 2 HOURS PRIOR TO AUCTION

PARTIAL LISTING: Ford Crown Victorias ('06, '04's, '02's, '01's, '00's, '99's, '98's), '92 Isuzu Pick-up, '01 Mazda Millenia, '04 Ford Van, '02 Ford Explorer, '02 Chrysler Town Country, Chevy Blazer, Excavator, JRB Bucket, Vac Truck, Misc. Tools, Misc. Computers, Office Equipment, TV's, Refrigerators and More!

TERMS: Cash or Certified Funds - \$100 Refundable Cash Deposit will be required to Bid. All personal property must be paid for and removed auction day by 2:00 p.m. A 25% Cash Deposit will be required on all vehicles day of Auction. Balances must be paid prior to removal and no later than 12:00 noon Monday, July 21, 2014. All Items Sold in "As is Condition with all Faults" to the Highest Bidder(s) with a 10% Buyer's Premium. Non-Dealer purchases will require title transfer prior to release of vehicle. Tag/Title agency will be available Auction day. Subject to additions and deletions. All announcements made Auction day take precedence over any written materials. Subject to all terms of sale.

Preliminary inventory available on website

www.fisherauction.com
954.942.0917





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North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM:
VIA:
DATE: Tuesday, July 15, 2014

RE: Future Meeting Dates for NMB Council/CRA Commisioners
(City Manager Ana M. Garcia)

**BACKGROUND
ANALYSIS:**

RECOMMENDATION:

**FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

 [Council Dates](#)

City of North Miami Beach Interoffice Memorandum



City Manager's Office

TO: Mayor and Council
VIA: Ana M. Garcia, City Manager
FROM: Mac Serda, Assistant City Manager
DATE: July 11, 2014

RE: Future Council Meetings

Below is the schedule for meetings occurring from July through September, particularly related to the FY 2015 Budget. Note that Council's approval is requested to change the Council Meeting scheduled for September 16th to September 23rd.

Date	Time	Purpose
(Sat.) 26-Jul	9:30am	Strategic Planning Implementation (Council & Staff)
(Tues.) 5-Aug	7:30pm	Council Meeting & Budget Distribution
(Tues.) 12-Aug	6:00pm	Budget Workshop
(Thurs.) 14-Aug	6:30pm	CRA/RAB Workshop (McDonald Center)
(Tues.) 19-Aug	7:30pm	Council Meeting
(Wed.) 20-Aug	6:00pm	PUC
(Tues.) 26-Aug	6:00pm	Budget Workshop
(Thurs.) 28-Aug	6:30pm	CRA Budget Hearing
(Tues.) 2-Sep	7:30pm	Council Meeting
(Tues.) 9-Sep	6:00pm	Budget Hearing
(Tues.) 23-Sep	6:00pm	Budget Hearing
(Tues.) 23-Sep	7:30pm	Council Meeting (Requested change from Sept 16)

The City Clerk will handle all public notifications. Should you have any questions, please do not hesitate to contact me.



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www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Jose Smith, City Attorney
VIA: Jose Smith, City Attorney
DATE: Tuesday, July 15, 2014

RE: Litigation List

**BACKGROUND
ANALYSIS:
RECOMMENDATION:
FISCAL/BUDGETARY
IMPACT:**

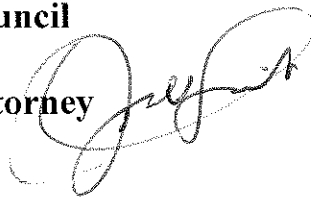
ATTACHMENTS:

▣ [Litigation List](#)

TO: Mayor and City Council

FROM: Jose Smith, City Attorney

DATE: July 15, 2014



LITIGATION LIST

I. Civil Rights:

II. Personal Injury:

**State Farm a/s/o Jesus Munoz,
and Jesus Munoz, individually v. CNMB**

SETTLED

III. Other Litigation:

IV. Forfeitures:

V. Mortgage Foreclosures:

Wells Fargo Bank v. CNMB (Diaz, Silet)

FORECLOSED

Bank of New York Mellon v. CNMB (Riderelli, Gabriel)

FORECLOSED

Bayview Loan Servicing v. Mauricio Monsalve

CASE DISMISED

Deutsche Bank, N.A. v. Tracie McCullough

FORECLOSED

VI. Bankruptcies:

*** New Cases**



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www.citynmb.com

MEMORANDUM

 **Print**

TO: Mayor and City Council
FROM: Pamela L. Latimore
VIA:
DATE: Tuesday, July 15, 2014

RE: City Clerk Contract Review

**BACKGROUND
ANALYSIS:
RECOMMENDATION:
FISCAL/BUDGETARY
IMPACT:**

ATTACHMENTS:

- ▣ [City Clerk Contract 2013-2014](#)

CONDITIONS OF EMPLOYMENT

EMPLOYER: City of North Miami Beach

POSITION: City Clerk

EMPLOYEE: Pamela L. Latimore

EFFECTIVE DATE: October 1, 2013 - September 30, 2014

RENEWAL/

EXPIRATION DATE: This contract shall be reviewed and renewed by the Mayor and City Council at a Council meeting in July 2014.

DUTIES: Employee shall perform the duties and exercise the powers as provided by state law, the City Charter and City Code, and to perform such other legally permissible and proper duties and functions as assigned by the City Council from time to time.

SALARY: Employee's compensation shall be \$1,730.75 per week or a \$89,999.00 yearly equivalent and includes cellular phone allowance. Employee may be entitled to receive a cost of living increase annually. Employee's salary and/or benefits may be enhanced at the City Council's discretion. Employee may also receive an annual discretionary performance bonus in the maximum amount of ten percent (10%) of Employee's current salary.

LEAVE: Employee shall be entitled to the following:

Annual Leave:	20 days/160 hours (Formerly 30 days/240 hours)
Sick leave:	10 days/80 hours (Formerly 28 days/224 hours)
Floating Holiday:	2 days/16 hours per year
Birthday:	1 day/8 hours per year

PENSION

ELIGIBILITY: Employee shall continue her participation in a City of North Miami Beach Pension Plan. Employee's mandatory employee contribution is 8% and is subject to change as determined by the City.



CITY



LATIMORE

HEALTH

INSURANCE: City shall provide Employee with Health benefits that are consistent with the benefits that are provided to the City's senior management.

DENTAL

INSURANCE: City shall provide Employee with dental benefits that are consistent with the benefits that are provided to the City's senior management.

DISABILITY: Employee shall be provided long and short term disability insurance at no cost cost to employee.

LIFE

INSURANCE: City shall provide Employee with life insurance in an amount that is twice Employee's annual salary. For this purpose, salary shall be capped at \$200,000.00. At separation, City's obligation to continue to pay for Employee's life insurance shall discontinue. Employee's insurance shall be portable so that, if Employee elects, the policy maybe converted.

SEVERANCE: Employee may be terminated from employment with or without cause at anytime. If employee is terminated without cause, the City shall pay Employee a lump sum cash payment equal to twelve (12) weeks salary pursuant to Florida State Statutes Chapter 112. Furthermore, the City Council may, within its discretion, provide Employee an additional eight (8) weeks of severance pursuant to Florida State Statutes Chapter 112. Employee shall not be entitled to any severance if terminated for cause pursuant to the City Charter and laws of North Miami Beach and the laws of the State of Florida.

PROFESSIONAL

DEVELOPMENT: City shall pay Employee's reasonable dues, subscriptions and travel expenses along with subsistence expenses for continuing education, membership and participation in professional associations and organizations.

City of North Miami Beach, Florida:

By: _____

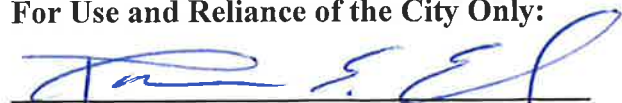

GEORGE VALLEJO, Mayor

Employee:


PAMELA L. LATIMORE

PURSUANT TO Motion Approved and Adopted at the August 6, 2013 City Council Meeting.

Approved as to Form and Legal Sufficiency For Use and Reliance of the City Only:


Darcee S. Siegel, City Attorney



City of North Miami Beach
17011 NE 19 Avenue
North Miami Beach, FL 33162
305-947-7581
www.citynmb.com

MEMORANDUM

 [Print](#)

TO: Mayor and City Council
FROM: Ana M. Garcia, City Manager
VIA: Janette Smith, Finance Director
DATE: Tuesday, July 15, 2014

RE: Resolution No. R2014-28 (Finance Director Janette Smith)

**BACKGROUND
ANALYSIS:**

During the fiscal year 2014 budget process, the Council approved the list of equipment included on Exhibit I. Some of the items include \$2.7 million for an Enterprise Resource Planning System (ERP), \$1.6 million for vehicles and equipment needed to support the solid waste function and \$1.3 million for vehicles throughout other City functions, such as Public Works, Stormwater, Water, Sewer and Building. The financing for these capital acquisitions was also proposed and approved as part of the budgeting process. The City executed a master lease agreement with Suntrust Leasing Corporation during 2001 (see Exhibit H) and has leased capital equipment and vehicles utilizing this agreement periodically since that time. The current financing request of \$5,576,270 would cover the cost of all of the equipment and vehicles, including the Enterprise Resource Planning System (ERP). The annual cost is approximately \$1,442,100 across all of the funds making purchases. The term of the arrangement is four years at an interest rate of 1.6047%. Exhibit J provides the details of the payments that will be made by fund over the next four years as follows:

General Fund:	\$737,303 per year	Building Fund:
	\$20,759 per year	
Stormwater Fund:	\$96,979 per year	Solid Waste Fund:
	\$415,589 per year	
Water Fund:	\$119,479 per year	

Sewer Fund: \$51,981 per year

Purchases under this lease will be made in accordance with all City procurement requirements and with the direction of the City Manager.

In consideration of the bid for outsourcing the solid waste function, equipment budgeted for solid waste will be purchased only on an as needed basis and with City Manager's approval.

RECOMMENDATION: Staff recommends approval of the capital lease financing agreement.

**FISCAL/BUDGETARY
IMPACT:** See attached.

ATTACHMENTS:

- ▣ [Resolution No. R2014-28](#)
- ▣ [Lease Agreement](#)
- ▣ [Exhibit H](#)
- ▣ [Exhibit I \(Equipment List\)](#)
- ▣ [Exhibit J](#)

RESOLUTION NO. R2014-28
Amendment No. 11 to Master Lease Agreement

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY BY THE MAYOR OF A MASTER LEASE AGREEMENT EQUIPMENT SCHEDULE NO. 12, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS, BETWEEN THE CITY OF NORTH MIAMI BEACH AND SUNTRUST EQUIPMENT FINANCE & LEASING CORPORATION TO FINANCE THE COST OF ACQUIRING EQUIPMENT; AUTHORIZING THE CITY MANAGER AND OTHER APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER OTHER NECESSARY DOCUMENTS TO CARRY OUT THE INTENT OF THIS RESOLUTION AND THE FINANCING DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 31, 2001, pursuant to Resolution No. R2001-50, the City of North Miami Beach and SunTrust Equipment Finance & Leasing Corporation entered into a Master Lease Agreement (Exhibit "H" attached hereto) to obtain vehicles and other equipment as needed by the City of North Miami Beach; and

WHEREAS, the governing body of the City of North Miami Beach desires to obtain certain equipment (the "Equipment") pursuant to Equipment Schedule No. 12 to the Master Lease Agreement, attached hereto as Exhibit "I"; and

WHEREAS, the Equipment is essential for the City to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with SunTrust Bank ("Escrow Agent") pursuant to an Escrow Agreement between the City and Escrow Agent (the "Escrow Agreement"), attached hereto in the legal documents comprising Exhibit "A-G.2"

RESOLUTION R2014-28

as Exhibit "F" therein, and will be applied to the acquisition of the Equipment in accordance with the Escrow Agreement; and

WHEREAS, by entering into this Escrow Agreement, the City of North Miami Beach will be able to spread the cost of the equipment payments over four years instead of paying the entire cost each fiscal year, as shown in the Amortization Schedule, attached hereto as Exhibit "J" hereto, in an aggregate principal amount of \$5,576,270.00 with an annual interest rate of 1.6047% totaling \$192,054.00, for a total amount of principal and interest not to exceed \$5,768,324.00; and

WHEREAS, prior to equipment acquisition, the City will satisfy the legal requirements, including those relating to any applicable competitive bidding requirements to arrange for the acquisition of the Equipment described in the attached Exhibit "T" Equipment List, and the execution and delivery of the Escrow Agreement; and

WHEREAS, the payment of the costs from legally available funds has been approved by the City and such payment is authorized and directed; and

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

Section 1. The foregoing recitals are true and correct, and are incorporated fully herein by reference.

Section 2. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the "Financing Documents") in substantially the forms presented to the City Council and incorporated in this Resolution are in the best interests of the City for the acquisition of the Equipment.

Section 3. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions, as described in the Financing Documents are hereby approved. The Mayor of the City of North Miami Beach is hereby authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the Mayor and the City Attorney, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk is authorized to affix the official seal of the City to the Financing Documents and attest the same.

Section 4. The payments to be made under the Escrow Agreement shall be payable over four years, as shown in the Amortization Schedule, attached hereto as Exhibit "J" in an aggregate principal amount of \$5,576,270.00 with an annual interest rate of 1.6047% totaling \$192,054.00, for a total amount of principal and interest not to exceed \$5,768,324.00.

Section 5. The City Manager and the Mayor of the City of North Miami Beach are hereby authorized, empowered 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 other acts and things necessary or proper for carrying out the intent of this resolution and the Financing Documents.

Section 6. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the "Code"), the City hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 7. This Resolution shall take effect immediately upon adoption.

APPROVED AND ADOPTED by the City of North Miami Beach City Council at the regular meeting assembled this 15th day of July, 2014.

ATTEST:

PAMELA L. LATIMORE
CITY CLERK

(CITY SEAL)

GEORGE VALLEJO
MAYOR

APPROVED AS TO FORM AND
LANGUAGE, AND FOR EXECUTION



JOSÉ SMITH
CITY ATTORNEY

SPONSORED BY: Mayor George Vallejo and Council

RESOLUTION R2014-28

CITY OF NORTH MIAMI BEACH, FLORIDA

INDEX TO LEGAL DOCUMENTS

BANK-QUALIFIED ESCROW

Master Lease Agreement No. 01003, Dated October 31, 2001; **ON FILE**

Exhibit A - Equipment Schedule No. 12;

Acceptance Certificate;

Payment Schedule;

Exhibit B-1 - Tax Agreement and Arbitrage Certificate;

Exhibit C - Resolution of Governing Body;

Exhibit D - Incumbency Certificate;

Exhibit E - Opinion of Counsel;

Exhibit F – Escrow Agreement, with its Schedule I and Exhibit A;

Exhibit G-1 Confirmation of Outside Insurance;

Exhibit G-2 Questionnaire for Self-Insurance to Lease and Addendum;

Form 8038-G.

**EQUIPMENT SCHEDULE NO. 12
TO LEASE NO. 1003**

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as October 31, 2001 (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms as of the Lease Date (as defined below) each of its representations, warranties and covenants contained in the Agreement. The Lease Date for this Equipment Schedule is July 17, 2014 (the "Lease Date"). Lessee warrants that no Non-Appropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement as of the Lease Date. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

The cost of the Equipment Group to be funded by Lessee under this Lease is **\$5,576,270.00** (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

**VARIOUS TRUCKS, FORKLIFT, BACKHOE, VAN AND SEDAN
(SEE ATTACHED EXHIBIT I TO THE EQUIPMENT SCHEDULE)
ESCROW FUNDED – VINS TBD**

The Equipment Group is essential to the governmental functions of Lessee. The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

IN WITNESS WHEREOF, Lessor has caused this Equipment Schedule No. 012 to Lease No. 1003 to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Equipment Schedule to be executed in its name by its duly authorized officer.

CITY OF NORTH MIAMI BEACH, FL

Lessee

By: _____
Name: George Vallejo
Date: _____

Address: 17011 NE 19th Avenue
North Miami Beach, FL 33162

Telephone: 305/948-2430

**SUNTRUST EQUIPMENT FINANCE
& LEASING CORP.,**

Lessor

By: _____
Name: _____
Date: _____

Address: 300 E. Joppa Road, Suite 700
Towson, MD 21286

Telephone:
Facsimile:

ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the above referenced Equipment Schedule and Lease, that:

1. The Equipment described below has been delivered and installed in accordance with Lessee's specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date indicated below:

2. Attached are (a) evidence of insurance with respect to the Equipment in compliance with Article VII of the Agreement; (b) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws.

3. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on the Payment Schedule attached to the Equipment Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be available to make all Rental Payments due in subsequent Fiscal Years.

4. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

5. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

_____ 6. **Final Acceptance Certificate.** This Acceptance Certificate constitutes final acceptance of all of the Equipment identified in the Equipment Schedule described above. Lessee certifies that upon payment in accordance with paragraph 4 above, or direction to Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease. [CHECK BOX IF APPLICABLE.]

CITY OF NORTH MIAMI BEACH, FLORIDA
Lessee

By: _____
Name: George Vallejo
Title: Mayor
Date: _____

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall be July 17, 2014. The annual Interest rate applicable to the Equipment Group shall be 1.6047%. The amounts of the interest component of Rental Payments payable under this Equipment Schedule have been calculated based on the assumption that the proceeds of this Equipment Schedule were disbursed on the Funding Date and such payments of interest component will be payable as set forth in this Payment Schedule regardless of when the proceeds of this Equipment Schedule were actually disbursed. The first Rental Payment is due on October 17, 2014, and subsequent payments are due quarterly as set forth below.

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Principal Balance</u>
					5,576,270.00
1	10/17/14	360,520.25	338,149.56	22,370.69	5,238,120.44
2	01/17/15	360,520.25	339,506.14	21,014.11	4,898,614.30
3	04/17/15	360,520.25	340,868.16	19,652.09	4,557,746.14
4	07/17/15	360,520.25	342,235.64	18,284.61	4,215,510.50
5	10/17/15	360,520.25	343,608.61	16,911.64	3,871,901.89
6	01/17/16	360,520.25	344,987.09	15,533.16	3,526,914.80
7	04/17/16	360,520.25	346,371.09	14,149.16	3,180,543.71
8	07/17/16	360,520.25	347,760.65	12,759.60	2,832,783.05
9	10/17/16	360,520.25	349,155.79	11,364.46	2,483,627.26
10	01/17/17	360,520.25	350,556.52	9,963.73	2,133,070.74
11	04/17/17	360,520.25	351,962.87	8,557.38	1,781,107.87
12	07/17/17	360,520.25	353,374.86	7,145.39	1,427,733.01
13	10/17/17	360,520.25	354,792.52	5,727.73	1,072,940.49
14	01/17/18	360,520.25	356,215.86	4,304.39	716,724.63
15	04/17/18	360,520.25	357,644.92	2,875.33	359,079.71
16	07/17/18	360,520.25	359,079.71	1,440.54	0
	Totals	\$5,768,324.00	\$5,576,270.00	\$192,054.00	

CITY OF NORTH MIAMI BEACH, FLORIDA
 Lessee

By: _____
 Name: George Vallejo
 Title: Mayor
 Date: _____

* After payment of Rental Payment due on such date.

[Escrow]

Lease Number: 1003
Equipment Schedule: 12**TAX AGREEMENT AND ARBITRAGE CERTIFICATE**

This **TAX AGREEMENT AND ARBITRAGE CERTIFICATE** (this "Certificate") is executed and delivered as of the Lease Date (the "Lease Date") specified in the Equipment Schedule referenced above (the "Equipment Schedule") by **CITY OF NORTH MIAMI BEACH, FLORIDA** ("Lessee") in favor of **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** and (its successors and assigns ("Lessor")) in connection with that certain Master Lease Agreement dated as of October 31, 2001 (the "Agreement") and the Equipment Schedule, each by and between Lessor and Lessee. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Agreement and the Equipment Schedule (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **\$5,576,270.00** (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the Lease Date and held by **SUNTRUST BANK**, as escrow agent ("Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of the Lease Date (the "Escrow Agreement"), by and between Lessor, Lessee and Escrow Agent.

1.4. Lessee will complete and timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Lessee has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the Lease) in the amount of more than \$10,000,000 during the current calendar year. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the Lease Date, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Other than the Principal Amount held under the Escrow Agreement, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents. As used in this certificate, the term "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the Lease Date, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the Lease Date. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield in excess of the yield on the Lease.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by no later than 18 months from the Lease Date.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless: (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Lease Date or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the Lease Date; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the Lease Date; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the Lease Date.

[(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.]¹

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s)

¹ Not applicable to all transactions; see amount limitation.

of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Post-Issuance Compliance.

8.1 In the event an action takes place (or is anticipated to take place) that will cause the Equipment not to be used for qualified uses under Section 141 of the Code, Lessee will consult with bond counsel as soon as practicable about taking remedial action as described in Treasury Regulation Section 1.141-12. Lessee will take all actions necessary to ensure that the "nonqualified bonds" (as defined in Treasury Regulation Section 1.141-12) are properly remediated in accordance with the requirements of the Treasury Regulations. Lessee is familiar with the Internal Revenue Service's Voluntary Compliance Agreement Program pursuant to which issuers of tax-exempt debt may voluntarily resolve violations of the Code and applicable Treasury Regulations on behalf of the holders of such debt or themselves through closing agreements with the Internal Revenue Service.

8.2. Lessee will actively monitor the requirements of the Code and the Treasury Regulations (a) set forth in this certificate and confirm that such requirements are met no less than once per year; (b) related to the allocation and accounting of proceeds to capital projects and will maintain a list that specifies the allocation of proceeds of the Lease to the costs of the Equipment; (b) related to arbitrage limitations, including yield restriction, rebate requirements and the investment of gross proceeds of the Lease. The offices within Lessee that are currently responsible for such monitoring are the administration and accounting departments.

Section 9. Miscellaneous.

9.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

9.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

9.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of

_____.

CITY OF NORTH MIAMI BEACH, FLORIDA

Lessee

By: _____

Name: George Vallejo

Title: Mayor

Date: _____

[Escrow]

Lease Number: 1003
Equipment Schedule: 12

RESOLUTION OF GOVERNING BODY

At a duly called meeting of the governing body of Lessee held in accordance with all applicable legal requirements, including open meeting laws, on the ____ day of _____, _____, the following resolution was introduced and adopted:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 01, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

WHEREAS, the governing body of [LESSEE] (“Lessee”) desires to obtain certain equipment (the “Equipment”) described in Equipment Schedule No. 01 to the Master Lease Agreement (collectively, the “Lease”), between [LESSOR] (“Lessor”) and Lessee, the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with SUNTRUST BANK (“Escrow Agent”) pursuant to an Escrow Agreement between Lessor, Lessee and Escrow Agent (the “Escrow Agreement”) and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, Lessee has satisfied the legal requirements, including those relating to any applicable public bidding requirements, to arrange for the acquisition of the Equipment and the execution and delivery of the Lease and the Escrow Agreement; and

WHEREAS, Lessee proposes to enter into the Lease with [LESSOR] and the Escrow Agreement with Lessor and Escrow Agent substantially in the forms presented to this meeting.

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

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the “Financing Documents”) in substantially the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Mayor of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk of Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby 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 other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), Lessee hereby specifically designates the Lease as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 5. This resolution shall take effect immediately.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Lease and Escrow Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

CITY OF NORTH MIAMI BEACH, FLORIDA
Lessee

By: _____
Name: George Vallejo
Title: Mayor

Attested By: _____
Name: Pamela Latimore
Title: City Clerk

EXHIBIT D

Lease No.: 1003
Equipment Schedule: 12

INCUMBENCY CERTIFICATE

I do hereby certify as of the Lease Date specified in the Equipment Schedule referenced above (the "Lease Date") that I am the duly elected or appointed and acting **City Clerk** of **CITY OF NORTH MIAMI BEACH, FLORIDA**, a political subdivision duly organized and existing under the laws of the State of Florida ("Lessee"), that I have custody of the records of such entity, and that the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names.

I further certify as of the Lease Date that (i) the officers of Lessee listed below have the authority on behalf of Lessee to execute and deliver the Master Lease Agreement dated as of October 31, 2001 between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, and Lessee, all Equipment Schedules thereunder and all other documents, agreements and certificates contemplated by the foregoing; and (ii) the signatures set opposite the respective names and titles of such officers are their true and authentic signature.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>	<u>PHONE NUMBER</u>
George Vallejo	Mayor	_____	305/948-2430
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate as of the Lease Date.

By: _____
Name: Pamela Latimore
Title: City Clerk

[LETTERHEAD OF LESSEE'S COUNSEL]

“Lease Date”

SunTrust Equipment Finance & Leasing Corp.
300 East Joppa Road, 7th Floor
Towson, Maryland 21286

Re: Master Lease Agreement dated as of October 31, 2001 (the "Agreement") by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** (“Lessor”) and **CITY OF NORTH MIAMI BEACH, FLORIDA** (“Lessee”)

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the above-referenced Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and Equipment Schedule No. 01 executed pursuant thereto (the “Equipment Schedule,” together with the Agreement, the “Lease”) [and the Escrow Agreement dated as of the Lease Date specified in the Equipment Schedule between Lessor, Lessee and SunTrust Bank, as escrow Agent (the “Escrow Agreement,” and together with the Lease, the “Financing Documents”). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that as of the Lease Date specified in the Equipment Schedule:

1. Lessee is a political subdivision of the State of Florida (the “State”) within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee is authorized and has the power under applicable law to enter into the Financing Documents, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Financing Documents have been duly authorized, executed and delivered by and on behalf of Lessee, and are legal, valid and binding obligations of Lessee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Lease and the obligation to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Financing Documents, the proper authorization and/or execution of the Financing Documents or the documents contemplated thereby, the obligation of Lessee to make Rental Payments under the Lease, or the ability of Lessee otherwise to perform its obligations under the Financing Documents and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State.

8. Resolution No. _____ of the governing body of Lessee was duly and validly adopted by such governing body on _____, _____, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Very truly yours,

(type name and title under signature)

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as of the Date shown on Schedule I, by and among **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, a Virginia corporation (“Lessor”), the lessee named on Schedule I, which is a political subdivision or public body politic and corporate of the State or Commonwealth shown on Schedule I (“Lessee”), and **SUNTRUST BANK**, a Georgia banking corporation, as Escrow Agent (“Escrow Agent”).

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Escrow Agreement, have the meanings specified below or on Schedule I.

“**Acquisition Costs**” means, with respect to the Equipment, the contract price paid or to be paid to the person entitled to such payment upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract herefore. Acquisition Costs may include the administrative, engineering, legal, financial and other costs incurred by Lessee in connection with the acquisition, delivery and financing of the Equipment, if approved by Lessor.

“**Equipment**” means the personal property described in the Acceptance Certificate executed pursuant to the Lease, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Equipment Acquisition Fund.

“**Equipment Acquisition Fund**” means the account by that name established and held by Escrow Agent pursuant to Article II of this Escrow Agreement.

“**Escrow Agent Fee**” has the meaning set forth in Section 6.1 and the amount of such Escrow Agent Fee is shown on Schedule I.

“**Escrow Agreement**” means this Escrow Agreement and any duly authorized and executed amendment or supplement hereto.

“**Initial Deposit Amount**” means the amount shown as the Initial Deposit Amount on Schedule I.

“**Lease**” means the Master Lease, together with the Equipment Schedule identified on Schedule I, by and between Lessee and Lessor, and any duly authorized and executed amendment or supplement thereto.

“**Master Lease**” means the Master Lease Agreement, dated as of the date shown on Schedule I, by and between Lessee and Lessor, including any Equipment Schedules entered into thereunder and any duly authorized and executed amendment or supplement thereto.

“**Payment Request Form**” means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

“**Qualified Investments**” means the ST Leasing – Corp Agency NOW Account, a SunTrust Deposit Account for Escrow customers of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and SunTrust Bank. By signing this Escrow Agreement, Lessee acknowledges that such Qualified Investment is a permitted investment under any state, county or municipal law applicable to the investment of Lessee’s funds.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and to perform certain other functions, all as

hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder.

Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of Escrow Agent so acting or failing to so act; *provided, however*, Escrow Agent shall not be relieved from liability for damages arising out of its proven negligence or willful misconduct under this Escrow Agreement. Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall not be bound in any way by any agreement or contract between Lessor and Lessee, including the Master Lease, whether or not Escrow Agent has knowledge of any such agreement or contract.

Section 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the representatives whose signatures are affixed hereto.

ARTICLE III. EQUIPMENT ACQUISITION FUND

Section 3.1. Equipment Acquisition Fund. Escrow Agent shall establish a special escrow account designated as the “Equipment Acquisition Fund” (the “Equipment Acquisition Fund”), shall keep such Equipment Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Fund as provided in this Escrow Agreement.

Section 3.2. Deposit. Upon execution of the Lease and delivery to Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with Escrow Agent an amount equal to the Initial Deposit Amount. Escrow Agent shall credit such amount to the Equipment Acquisition Fund. The Initial Deposit Amount is to be sent by Lessor to Escrow Agent by wire transfer to: **SunTrust Bank, ABA# 061000104, Account# 9443001321, Account Name: Escrow Services Richmond, Beneficiary as shown on Schedule I, Attention: Matthew Ward.**

Section 3.3. Disbursements. Escrow Agent shall use the moneys in the Equipment Acquisition Fund from time to time to pay the Acquisition Cost of each item of Equipment, within a reasonable time of receipt with respect thereto of a Payment Request Form executed by Lessor and Lessee. Upon receipt of a Payment Request Form executed by Lessor and Lessee, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 3.4. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5, on the Ending Date shown on Schedule I, Escrow Agent shall pay upon written direction all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid Principal under the related Lease. Any amounts paid pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Master Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to Principal payments thereafter due under the Lease in the inverse order of their maturities or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 3.4, but not defined herein, shall have the meanings given to such terms in the Lease. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 3.4.

Section 3.5. Liquidation. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to Sections 3.2 or 12.2 thereof, Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof

and all other moneys held in the Equipment Acquisition Fund to Lessor.

Section 3.6. Responsible Party. Lessee shall be responsible for the initiation of the disbursement process pursuant to Section 3.3 hereof. Neither Escrow Agent nor Lessor shall be responsible for any additional monies assessed to Lessee resulting from disbursements made from the Equipment Acquisition Fund.

ARTICLE IV. TRUST; INVESTMENT

Section 4.1. Irrevocable Trust. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor and Lessee, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee (other than Lessor's security interest granted hereunder).

Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Equipment Acquisition Fund or any part thereof.

Section 4.2. Investment. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent only in Qualified Investments. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Lessor and Lessee. Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article IV. Such investments and re-investments shall be made giving full consideration for the time at which funds are required to be available. Any income received on such investments shall be credited to the Equipment Acquisition Fund and any loss on such investments shall be charged to the Equipment Acquisition Fund. Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article IV.

Section 4.3. Disposition of Investments. Escrow Agent shall, without further direction from Lessor or Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund.

Section 4.4. Accounting. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor or Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. Escrow Agent shall furnish to Lessor and Lessee no less than quarterly an accounting of all investments and interest and income therefrom.

Section 4.5. Termination. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder. Notwithstanding the foregoing, this Escrow Agreement shall not be considered to be terminated until all fees, costs and expenses of Escrow Agent have been paid in full. Upon termination, Escrow Agent shall be discharged from all duties and responsibilities under this Escrow Agreement.

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1. Validity. Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

Escrow Agent shall be entitled to rely upon any statement, certificate, document or instrument presented to it by or on behalf of Lessee by any of Lessee's Authorized Representatives shown on Schedule I and shall be entitled to rely upon any such statement, certificate, document or instrument presented to it by any other person who identifies himself or herself as an authorized representative of Lessee.

Section 5.2. Use of Counsel and Agents. Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers. Escrow Agent shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder and shall be paid or reimbursed the reasonable fees and expenses of such counsel, as provided in Section 6.1. Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 5.3. Interpretation. As an additional consideration for and as an inducement for Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between the parties to this Escrow Agreement or among them or any

other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, Escrow Agent shall be entitled, at the option of Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, Escrow Agent shall make no delivery or other disposition of the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund. Anything herein to the contrary notwithstanding, Escrow Agent shall not be or become liable to such parties or any of them for the failure of Escrow Agent to comply with the conflicting or adverse demands of such parties or any of such parties.

Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Equipment Acquisition Fund or any part thereof or to otherwise act hereunder, as stated above, unless and until:

1. the rights of such parties have been finally settled by binding arbitration or duly adjudicated in a court having jurisdiction of the parties and the Equipment Acquisition Fund; or

2. the parties have reached an agreement resolving their differences and have notified Escrow Agent in writing of such agreement and have provided Escrow Agent with indemnity satisfactory to Escrow Agent against any liability, claims or damages resulting from compliance by Escrow Agent with such agreement.

In the event of a disagreement between such parties as described above, Escrow Agent shall have the right, in addition to the rights described above and at the option of Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all money and property comprising the Equipment Acquisition Fund and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties and responsibilities under this Escrow Agreement; *provided, however*, that the filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing and discharge of Escrow Agent of its duties and responsibilities hereunder.

The parties hereto jointly and severally agree that, whether under this Section 5.3 or any other provisions of this Escrow Agreement, in the event any controversy arises under or in connection with this Escrow Agreement or the Equipment Acquisition Fund or in the event that Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Equipment Acquisition Fund, to pay to Escrow Agent reasonable additional compensation for its extraordinary services and to reimburse Escrow Agent for all costs and expenses associated with such controversy or litigation, including reasonable attorney's fees.

Section 5.4. Limited Liability of Escrow Agent. Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its proven gross negligence or willful misconduct. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Master Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

Section 5.5. Indemnification. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this Section 5.5, shall be furnished.

To the extent permitted by applicable law, Lessee agrees to indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Lessor or Lessee, (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessee agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the

payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified Party shall have the right, and Lessee agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Lessor or Lessee. Lessee hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow Agreement.

ARTICLE VI. COMPENSATION

Section 6.1. Escrow Agent Fee. Escrow Agent and/or Lessor shall be paid by Lessee the Escrow Agent Fee shown on Schedule I for the ordinary services to be rendered hereunder (the “Escrow Agency Fees”) from interest earnings from a deduction taken by Lessor and expressly authorized by Lessee at the time the Escrow Account is closed, and will be paid and/or reimbursed by Lessee upon request for all costs, expenses, disbursements and advances, such as reasonable attorney’s fees and court costs, incurred or made by Escrow Agent in connection with carrying out its duties hereunder, including the costs, expenses, disbursements and advances described in Sections 5.2, 5.3 and 6.2. The Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable solely from the interest earnings from the Equipment Acquisition Fund. In the event a shortfall occurs, said shortfall shall be the responsibility of Lessee and not the responsibility of Escrow Agent, Lessor, or their agents or assigns. Such shortfall shall be paid by Lessee to Escrow Agent within 30 days following receipt by Lessee of a written statement setting forth such shortfall.

Section 6.2. Investment Fees. Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the “Investment Fees”). Investment Fees are more fully delineated and defined in any prospectus referenced in or attached to the attached Schedule I. Other Investment Fees may apply for self-directed investment choices or for extraordinary investments outside the Qualified Investment defined herein. Lessor and Lessee hereby authorize Escrow Agent to periodically deduct the Investment Fees from investment earnings on the Equipment Acquisition Fund.

Section 6.3. Security for Fees and Expenses. As security for all fees and expenses of Escrow Agent hereunder and any and all losses, claims, damages, liabilities and expenses incurred by Escrow Agent in connection with its acceptance of appointment hereunder or with the performance of its obligations under this Escrow Agreement and to secure the obligation of Lessee to indemnify Escrow Agent as set forth in Section 5.5, Escrow Agent is hereby granted a security interest in and a lien upon the Equipment Acquisition Fund, which security interest and lien shall be prior to all other security interests, liens or claims against the Equipment Acquisition Fund or any part thereof.

ARTICLE VII. CHANGE OF ESCROW AGENT

Section 7.1. Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

Section 7.2. Resignation of Escrow Agent. Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, Escrow Agent shall be entitled to tender into the custody of a court of competent jurisdiction all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

Section 7.3. Merger or Consolidation. Any entity into which Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 7.1) shall be the successor to Escrow Agent without any execution or filing or further act.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail, by facsimile or by overnight courier to the party entitled thereto at its contact information specified on Schedule I, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address or facsimile number specified in Schedule I. Any notice given by any party shall be given to both other parties.

Section 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Lease.

Section 8.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Master Lease.

This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 8.6. Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 8.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

Section 8.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the Commonwealth of Virginia.

Section 8.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Escrow Agreement.

Section 8.10. Waiver of Jury Trial. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

Section 8.11. No Tax Reporting. Escrow Agent will not be responsible for tax reporting of any income on the Equipment Acquisition Fund.

[SIGNATURE PAGES FOLLOW]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the Date of Escrow Agreement shown on Schedule I.

SUNTRUST BANK,
Escrow Agent

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**
Lessor

By: _____
Name:
Title:

By: _____
Name:
Title:

CITY OF NORTH MIAMI BEACH, FLORIDA
Lessee

[SEAL]

By: _____
Name: George Vallejo
Title: City Manager

Schedule I Information to Complete Escrow Agreement
Exhibit A Payment Request Form

SCHEDULE I

INFORMATION TO COMPLETE ESCROW AGREEMENT

Lease Number: 1003

Equipment Schedule: 012

Date of Escrow Agreement: July 17, 2014

Name of Lessee: CITY OF NORTH MIAMI BEACH, FLORIDA

Lessee's State / Commonwealth: FLORIDA

Escrow Agent Fee: \$250.00
Investment Fees, if any, are more fully defined on the attached prospectus, if any

Initial Deposit Amount: \$5,576,270.00

Date of Master Lease Agreement: October 31, 2001

Beneficiary Name for Fund: City of North Miami Beach, FL

Ending Date: January 17, 2016

Lessee's Address: 17011 NE 19th Avenue
North Miami Beach, FL 33162

Attention: George Vallejo
Lessee's Telephone: 305/948-2430
Lessee's Facsimile: 305/957-3522
Lessee's Taxpayer Identification Number: 59-6000389
Lessee's Authorized Representatives: George Vallejo, Mayor [name/title] _____ [signature]
_____ [name/title] _____ [signature]

Escrow Agent's Address: SunTrust Bank
919 East Main Street, 7th Floor
Richmond, VA 23219
Attention: Matthew Ward

Escrow Agent's Telephone: (804) 782-7182
Escrow Agent's Facsimile: (804) 782-7855

Lessor's Address: SunTrust Equipment Finance & Leasing Corp.
300 East Joppa Road, 7th Floor
Towson, Maryland 21286
Attention: Escrow Disbursement Coordinator

Lessor's Telephone: (410) 307-6749
Lessor's Facsimile: (410) 307-6665
Lessor's Taxpayer Identification Number: 26-1256148

EXHIBIT A

PAYMENT REQUEST FORM NO. _____

SUNTRUST BANK, as Escrow Agent under an Escrow Agreement dated as of _____ (the "Escrow Agreement") by and among the Escrow Agent, **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor, and **CITY OF NORTH MIAMI BEACH, FLORIDA**, as Lessee, is hereby requested to pay, from the Equipment Acquisition Fund, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

Payee

Amount

Equipment

The Lessee hereby certifies that:

1. Attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (a) a manufacturer's or dealer's invoice; and (b) unless this Payment Request Form relates to partial payment of a Vendor, as defined in the Lease, in connection with a purchase order approved by Lessor, Lessee's Acceptance Certificate relating to the Equipment.

2. The representations and warranties contained in the Lease are true and correct as of the date hereof.

3. No Non-Appropriation or Event of Default, as each such term is defined in the Lease, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated: _____, 2014

CITY OF NORTH MIAMI BEACH, FLORIDA,
Lessee

By _____

Name: _____

Title: _____

Date: _____

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**

Lessor

By _____

Name: _____

Title: _____

Date: _____

EXHIBIT G-1

Lease No.: 1003

Equipment Schedule: 12

TO: _____

Insurance Agent Name & Address
Phone Number and Fax Number

Gentlemen:

City of North Miami Beach, Florida has entered into a Master Lease Agreement dated as of October 31, 2001 with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**. In accordance with the Agreement, Lessee certifies that it has instructed the insurance agent named above to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a **Certificate of Insurance and Long Form Loss Payable Clause naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Loss Payee.**

The Coverage Required is **\$5,576,270.00**

- b. Public Liability Insurance evidenced by a **Certificate of Insurance naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Additional Insured.**

The following minimum coverage is required:

Liability:	\$ 500,000.00 per person
Liability - Bodily Injury:	\$1,000,000.00 aggregate
Liability - Property Damage:	\$1,000,000.00 property damage liability

**PROPERTY: VARIOUS TRUCKS, FORKLIFT, BACKHOE, VAN AND SEDAN
(SEE ATTACHED EXHIBIT I TO THE EQUIPMENT SCHEDULE)
ESCROW FUNDED – VINS TBD**

LOCATION: VARIOUS CITY FACILITIES (SEE ATTACHED LISTING)

Upon issuance of the coverage outlined above, please mail a certificate of insurance to SUNTRUST EQUIPMENT FINANCE & LEASING CORP., 300 E. Joppa Road, Suite 700, Towson, MD 21286.

Your courtesy in issuing and forwarding the requested certificate at your earliest convenience will be appreciated.

Very truly yours,

CITY OF NORTH MIAMI BEACH, FLORIDA

By: _____
Name: George Vallejo
Title: Mayor
Date: _____

**QUESTIONNAIRE FOR SELF-INSURANCE TO
MASTER LEASE AGREEMENT**

In connection with the Master Lease Agreement (the "Agreement"), dated as of October 31, 2001, made and entered into by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor (the "Lessor"), and the lessee identified below, as Lessee (the "Lessee"), Lessee warrants and represents to Lessor the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. Property Insurance.

- a. Lessee is self-insured for damage or destruction to the Equipment.

YES NO (circle one)

If yes, the dollar amount limit for property damage to the Equipment under the Lessee's self-insurance program is \$_____.

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage.

YES NO (circle one)

If yes, the dollar limit for property damage to the Equipment under such umbrella policy is \$_____.

2. Liability Insurance.

- a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar limit for such liability claims under the Lessee's self-insurance program is \$_____.

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is \$_____.

3A. Self Insurance Fund.

- a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:

Monies in the self-insurance fund are subject to annual appropriation.

YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____.

- b. Amounts paid from the Lessee's self-insurance fund are subject to limitations for each claim.

YES NO (circle one)

If yes, the dollar amount of limit per claim is \$_____.

3B. No Self Insurance Fund.

a. If Lessee does not maintain a self-insurance fund, please complete the following:
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

b. The limitations on the amounts payable for claims from the above sources are as follows:

4. Authority.

a. The following entity or officer has authority to authorize payment for claim:

b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?
YES NO (circle one)
If yes, to whom does the claimant have recourse?

5. Certificates of Insurance.

Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

IN WITNESS WHEREOF, Lessee has caused this Questionnaire to be executed as a supplement to the representations of Lessee in the Agreement by its duly authorized officer.

CITY OF NORTH MIAMI BEACH, FLORIDA
Lessee

By: _____
Name: George Vallejo
Title: Mayor
Date: _____

Telephone: 305/948-2430

Attachment

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

**ADDENDUM TO EQUIPMENT SCHEDULE NO. 12
TO MASTER LEASE AGREEMENT (LEASE NO. 1003)
RELATING TO SELF-INSURANCE**

THIS ADDENDUM is made as of July 17, 2014, between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** (the "Lessor") and **CITY OF NORTH MIAMI BEACH, FLORIDA** (the "Lessee").

Recitals

- A. Lessor and Lessee have entered into a Master Lease Agreement dated as of October 31, 2001 (the "Agreement").
- B. Lessee desires to lease equipment described in Equipment Schedule No. 12 to the Agreement (the "Equipment") and Lessee has requested that Lessor lease such Equipment to Lessee.
- C. With respect to Equipment Schedule No. 12, Lessee has requested that Lessor permit it to provide self-insurance for liability claims and property damage.
- D. Lessor is willing to grant Lessee's request subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

- 1. The terms capitalized in this Addendum but not defined herein shall have the meanings assigned to them in the Agreement.
- 2. Lessee hereby represents and warrants that all representations and warranties contained in the Agreement are true and correct as of the date hereof and that neither a Non-Appropriation nor any Event of Default or event which, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.
- 3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and affect and are hereby ratified and confirmed by Lessee.
- 4. Lessee represents and warrants that all representations and warranties contained in the Questionnaire for Self- Insurance to Master Lease Agreement (the "Questionnaire") are true and correct as of the date hereof.
- 5. Lessor acknowledges receipt of the Questionnaire and, in reliance upon the information provided therein, agrees that Lessee may satisfy the requirements of Sections 7.1 through 7.3 of the Agreement with respect to Equipment Schedule No. 12 through self-insurance.
- 6. By written notice to Lessee, Lessor may revoke its agreement relative to Equipment Schedule No. 12 to accept self-insurance in lieu of the insurance required by Section 7.1 through 7.3 of the Agreement at any time during the related Lease Term when Lessor deems itself insecure with respect to such self-insurance. Within thirty (30) days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 7.1, 7.2 and 7.3 of the Agreement and provide evidence thereof to Lessor.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

CITY OF NORTH MIAMI BEACH, FLORIDA
Lessee

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
Lessor

By: _____
Name: George Vallejo
Title: Mayor
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION NO. R2001-50

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, RATIFYING THE MASTER LEASE AGREEMENT DATED OCTOBER 31, 2001 BETWEEN SUNTRUST LEASING CORPORATION AND THE CITY OF NORTH MIAMI BEACH, FLORIDA, FOR THE LEASE/PURCHASE OF VEHICLES AND EQUIPMENT AND AUTHORIZING PRINCIPAL AND INTEREST PAYMENTS TALLING \$1,234,882.34.

WHEREAS, the City of North Miami Beach issued requests for proposals (RFF#2001-28) for the lease-purchase financing of vehicles and equipment with a total capital cost of \$1,157,080.00; and

WHEREAS, Suntrust Leasing Corporation submitted a bid with the lowest interest rate of 3.10%; and

WHEREAS, the City Council of the City of North Miami Beach, at a public meeting of October 16, 2001, authorized the City Manager to execute an agreement with SunTrust Leasing Corporation for the lease purchase of listed vehicles and equipment in a principal amount of \$1,157,080.00 with interest of \$77,802.34 for a total cost of \$1,234,882.34; and

WHEREAS, in order to hold the bid interest rate all documents and agreements were executed as of October 31, 2001; and

WHEREAS, the Mayor and City Council of the City of North Miami Beach desire to ratify the Master Lease-Purchase Agreement and all related documents attached hereto and incorporated herein as composite Exhibit "A".

NOW, THEREFORE,

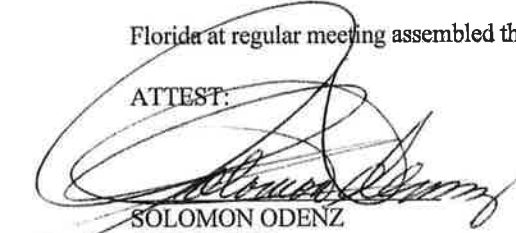
BE IT RESOLVED by the City Council of the City of North Miami Beach, Florida.

1. The Mayor and City Council of the City of North Miami Beach hereby ratify and approve execution by the City Manager and the City Clerk of the Master Lease-Purchase Agreement and related documents attached hereto as composite Exhibit "A" and incorporated herein by reference.

APPROVED AND ADOPTED by the City Council of the City of North Miami Beach,

Florida at regular meeting assembled this **6th day of November, 2001.**

ATTEST:



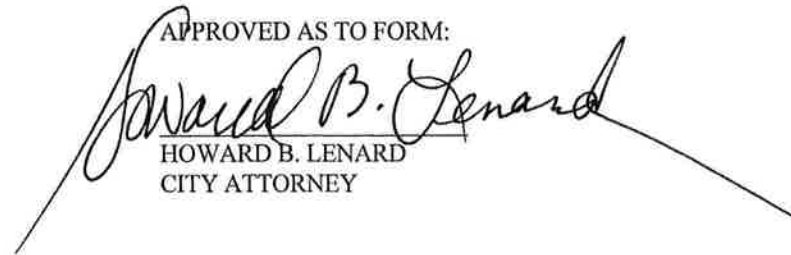
SOLOMON ODENZ
CITY CLERK



JEFFREY A. MISHCON
MAYOR

(CITY SEAL)

APPROVED AS TO FORM:



HOWARD B. LENARD
CITY ATTORNEY

SPONSORED BY: Mayor and City Council

SUNTRUST LEASING CORPORATION

MASTER LEASE AGREEMENT

LEASE NUMBER 1003

This **MASTER LEASE AGREEMENT** (the "Agreement"), dated as of October 31, 2001 is made and entered into by and between **SUNTRUST LEASING CORPORATION**, a VIRGINIA corporation, as lessor (the "Lessor"), and **CITY OF NORTH MIAMI BEACH, FLORIDA**, a political subdivision of the State of FLORIDA, as lessee ("Lessee").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. The following terms have the meanings specified below.

"Acceptance Certificate" means each Acceptance Certificate delivered by Lessee as part of an Equipment Schedule certifying as to the delivery, installation and acceptance of Equipment.

"Agreement" means this Master Lease Agreement and all Equipment Schedules hereto.

"Agreement Date" means the date first written above.

"Code" means the Internal Revenue Code of 1986, as amended, together with Treasury Regulations promulgated from time to time thereunder.

"Date Affected Information Technology" means a system comprised of one or more components including computer hardware, computer software or equipment with computerized functions, which reads, produces or processes date data by input, output or otherwise.

"Equipment" means all items of property described in Equipment Schedules and subject to this Agreement.

"Equipment Group" means each group of Equipment listed in a single Equipment Schedule.

"Equipment Schedule" means each sequentially numbered schedule executed by Lessor and Lessee with respect to an Equipment Group.

"Escrow Account" means the equipment acquisition account established by Lessor and Lessee with the Escrow Agent pursuant to the Escrow Agreement.

"Escrow Agent" means **SunTrust Bank**, a Virginia banking corporation, and any successor escrow agent under the Escrow Agreement .

"Escrow Agreement" means the Escrow Agreement, substantially in the form of Exhibit F hereto, to be executed by Lessor, Lessee and the Escrow Agent upon the first funding of an Equipment Schedule using the procedure described in Section 2.4.

"Events of Default" means those events described in Section 12.1.

"Fiscal Year" means each 12-month fiscal period of Lessee.

"Fully Date Capable" means the ability to correctly process date data (including, but not limited to, reading, producing, calculating, comparing, and sequencing date data) from, into, and between the twentieth and twenty-first centuries) without material degradation in performance and without unusual intervention, including correct and continuous processing during the transition between 1999 and 2000, and correct processing if leap years.

"Funding Date" means, with respect to each Lease, the date Lessor makes payment to the Vendor(s) named in the related Equipment Schedule or reimburses Lessee for the purchase price of the related Equipment Group or, if the procedure described in Section 2.4 is utilized, the date Lessor deposits funds equal to such purchase price into the Escrow Account.

"Interest" means the portion of a Rental Payment designated as and comprising interest as provided in a Payment Schedule.

"Lease" means, with respect to each Equipment Group, this Agreement and the Equipment Schedule relating thereto, which together shall constitute a separate contract between Lessor and Lessee relating to such Equipment Group.

"Lease Date" means, with respect to each Lease, the date so designated in the related Equipment Schedule.

"Lease Term" means, with respect to each Equipment Group, the period during which the related Lease is in effect as specified in Section

3.1.

"Net Proceeds" means any insurance proceeds or condemnation awards paid with respect to any Equipment remaining after payment therefrom of all expenses incurred in the collection thereof.

"Non-Appropriation" means the failure of Lessee, Lessee's governing body, or, if applicable, the governmental entity from which Lessee obtains its operating and/or capital funds to appropriate money for any Fiscal Year sufficient for the continued performance by Lessee of all of Lessee's obligations under this Agreement, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Agreement with respect to any Equipment, and from using any moneys to pay any Rental Payments due under this Agreement for a designated Fiscal Year and all subsequent Fiscal Years.

"Payment Date" means each date upon which a Rental Payment is due and payable as provided in a Payment Schedule.

"Payment Schedule" means the schedule of Rental Payments attached to an Equipment Schedule.

"Principal" means the portion of any Rental Payment designated as and comprising principal as provided in a Payment Schedule.

"Prepayment Price" means the amount so designated and set forth opposite a Payment Date in a Payment Schedule indicating the amount for which Lessee may purchase the related Equipment Group as of such Payment Date after making the Rental Payment due on such Payment Date.

"Rental Payment" means each payment due from Lessee to Lessor on a Payment Date.

"Specifications" means the bid specifications and/or purchase order pursuant to which Lessee has ordered any Equipment from a Vendor.

"State" means the state or commonwealth in which Lessee is situated.

"Vendor" means each of the manufacturers or vendors from which Lessee has ordered or with which Lessee has contracted for the manufacture, delivery and/or installation of the Equipment.

Section 1.2. Exhibits.

Exhibit A: Equipment Schedule including form of Acceptance Certificate and form of Payment Schedule.

Exhibit B-1: Form of Tax Agreement and Arbitrage Certificate (Escrow).

Exhibit C-1: Form of Resolution of the Governing Body of Lessee relating to each Lease (Escrow).

Exhibit D: Form of Incumbency Certificate as to each officer or representative of Lessee executing this Agreement or any Lease.

Exhibit E: Form of Opinion of Independent Counsel to Lessee.

Exhibit F: Form of Escrow Agreement.

Exhibit G-1: Form of Confirmation of Outside Insurance.

Exhibit G-2: Form of Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance.

ARTICLE II. LEASE OF EQUIPMENT

Section 2.1. Acquisition of Equipment. Prior to the addition of any Equipment Group, Lessee shall provide Lessor with a description of the equipment proposed to be subject to a Lease hereunder, including the cost and vendor of such equipment, the expected delivery date and the desired lease terms for such equipment, and such other information as the Lessor may require. If Lessor, in its sole discretion, determines the proposed equipment may be subject to a Lease hereunder, Lessor shall furnish to Lessee a proposed Equipment Schedule relating to the Equipment Group for execution by Lessee and then Lessor. By execution hereof, Lessor has made no commitment to lease any equipment to Lessee.

Section 2.2. Disbursement. Lessor shall have no obligation to make any disbursement to a Vendor or reimburse Lessee for any payment made to a Vendor for an Equipment Group (or, if the escrow procedure described in Section 2.4 hereof is utilized, consent to a disbursement by the Escrow Agent) until five (5) business days after Lessor has received all of the following in form and substance satisfactory to Lessor: (a) a completed Equipment Schedule executed by Lessee; (b) an Acceptance Certificate in the form included with Exhibit A hereto; (c) a resolution or evidence of other official action taken by or on behalf of the Lessee to authorize the acquisition of the Equipment Group on the terms provided in such Equipment Schedule; (d) a Tax Agreement and Arbitrage Certificate in the form of Exhibit B-1 (as applicable) attached hereto; (e) evidence of insurance with respect to the Equipment Group in compliance with Article VII of this Agreement; (f) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment Group, and if such invoices have been paid by Lessee, evidence of payment thereof and evidence of official intent to reimburse such payment as required by the Code; (g) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is part of such Equipment Group and is subject to certificate of title laws; (h) a completed and executed Form 8038-G or 8038-GC, as applicable, or evidence of filing thereof with the Secretary of Treasury; (i) an opinion of counsel to the Lessee substantially in the form of Exhibit E hereto, and (j) any other documents or items reasonably required by Lessor.

Section 2.3. Lease; Possession and Use. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from

Lessor, upon the terms and conditions set forth herein. Lessee shall have quiet use and enjoyment of and peaceably have and hold each Equipment Group during the related Lease Term, except as expressly set forth in this Agreement.

Section 2.4. Escrow Procedure. If Lessor and Lessee agree that the cost of an Equipment Group is to be paid from an Escrow Account: (a) Lessor and Lessee shall execute an Escrow Agreement substantially in the form of Exhibit F; (b) Lessor and Lessee shall execute an Equipment Schedule relating to such Equipment Group; and (c) Lessor shall deposit an amount equal to the cost of the Equipment Group into the Escrow Account. All amounts deposited by Lessor into the Escrow Account shall constitute a loan from Lessor to Lessee which shall be repaid by the Rental Payments due under the related Lease.

ARTICLE III. TERM

Section 3.1. Term. This Agreement shall be in effect from the Agreement Date until the earliest of (a) termination under Section 3.2 or (b) termination under Section 12.2; provided, however, no Equipment Schedules shall be executed after any Non-Appropriation or Event of Default. Each Lease with respect to an Equipment Group shall be in effect for a Lease Term commencing upon the Lease Date and ending as provided in Section 3.4.

Section 3.2. Termination by Lessee. In the sole event of Non-Appropriation, this Agreement and each Lease hereunder shall terminate, in whole, but not in part, as to all Equipment effective upon the last day of the Fiscal Year for which funds were appropriated, in the manner and subject to the terms specified in this Article. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of such termination not less than ninety (90) days prior to the end of the Fiscal Year for which appropriations were made, and shall notify Lessor of any anticipated termination. In the event of termination of this Agreement as provided in this Section, Lessee shall comply with the instructions received from Lessor in accordance with Section 12.3.

Section 3.3. Effect of Termination. Upon termination of this Agreement as provided in Section 3.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due in succeeding Fiscal Years, but if Lessee has not complied with the instructions received from Lessor in accordance with Section 12.3, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 3.4. Termination of Lease Term. The Lease Term with respect to any Lease will terminate upon the occurrence of the first of the following events: (a) the termination of this Agreement by Lessee in accordance with Section 3.2; (b) the payment of the Prepayment Price by Lessee pursuant to Article V; (c) an Event of Default by Lessee and Lessor's election to terminate such Lease pursuant to Article XII; or (d) the payment by Lessee of all Rental Payments and all other amounts authorized or required to be paid by Lessee pursuant to such Lease.

ARTICLE IV. RENTAL PAYMENTS

Section 4.1. Rental Payments. Lessor and Lessee confirm their understanding and agreement that (a) all payment due under the Agreement are to be made only from Lessee's legally available and appropriated revenues from sources other than ad valorem or other taxes, (b) that Lessee shall not be obligated to pay any sums due under the Agreement from the proceeds of ad valorem or other taxes, and (c) that Lessee's contractual obligations to request annual appropriations from which payments due under the Agreement may be made does not constitute an indebtedness of Lessee within the meaning of any constitutional or statutory provision or limitation. The Lessee agrees to pay the Rental Payments due as specified in the Payment Schedule in Exhibit A. A portion of each Rental Payment is paid as interest as specified in the Payment Schedule of each lease, and the first Rental Payment will include Interest accruing from the Funding Date. Lessor is authorized to insert the due date of the first Rental Payment in the Payment Schedule in Exhibit A. All Rental Payments shall be paid to Lessor, or to such assignee(s) Lessor has assigned as stipulated in Article XI, at such places as Lessor or such assignee(s) may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor.

Section 4.2. Current Expense. The obligations of Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of a Lease Term, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of Lessee for this Agreement and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due hereunder.

Section 4.3. Unconditional Rental Payments. The Lessee's obligation to make Rental Payments shall be absolute and unconditional. Also, any other payments required hereunder shall be absolute and unconditional. Lessee shall make these payments when due and shall not withhold any of these payments pending final resolution of any disputes. The Lessee shall not assert any right of set-off or counterclaim against its obligation to make these payments. Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment. The Lessee shall be obligated to continue to make payments required of it by this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE V. OPTION TO PREPAY

Section 5.1. Option to Prepay. Lessee shall have the option to prepay its obligations under any Lease in whole but not in part on any Payment Date for the then applicable Prepayment Price (which shall include a prepayment fee) as set forth in the related Payment Schedule, provided there has been no Non-Appropriation or Event of Default.

Section 5.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under the related Lease (including the Rental Payment due on the Payment Date on which the option shall be effective) and the applicable Prepayment Price set forth in the related Payment Schedule. In the event that all such amounts are not received by Lessor on such Payment Date, such notice by Lessee of exercise of shall be void and the related Lease shall continue in full force and effect.

Section 5.3. Release of Lessor's Interest. Upon receipt of the Prepayment Price in good funds with respect to any Equipment Group, the Lease with respect to such Equipment Group shall terminate and Lessee shall become entitled to such Equipment Group AS IS, WHERE IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that such Equipment Group shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VI. REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 6.1. Representations and Warranties of Lessee. Lessee represents and warrants as of the Agreement Date and as of each Lease Date as follows:

- (a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the Constitution and laws of the State, and is authorized under the Constitution and laws of the State to enter into this Agreement, each Lease and the transactions contemplated hereby and thereby, and to perform all of its obligations under this Agreement and each Lease.
- (b) The execution and delivery of this Agreement and each Lease have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement, each Lease and the acquisition and financing of the Equipment by Lessee.
- (c) This Agreement and each Lease have been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms.
- (d) The execution, delivery and performance of this Agreement and each Lease by Lessee shall not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.
- (e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any Lease or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any Lease.
- (f) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.
- (g) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the current Fiscal Year, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.
- (h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the applicable Lease Term. Lessee presently intends to continue each Lease hereunder for its entire Lease Term and to pay all Rental Payments relating thereto.

Section 6.2. Covenants of Lessee. Lessee agrees that so long as any Rental Payments or other amounts due under this Agreement remain unpaid:

- (a) Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition would change or impair the originally intended functions, value or use of such Equipment.
- (b) Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder.
- (c) Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or

other claim with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such claim.

(d) The person or entity in charge of preparing Lessee's budget will include in the budget request for each Fiscal Year the Rental Payments to become due during such Fiscal Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee acknowledges that this Agreement does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the applicable Lease Terms.

(e) Lessee shall assure that its obligation to pay Rental Payments is not directly or indirectly secured by any interest in property, other than the Equipment, and that the Rental Payments will not be directly or indirectly secured by or derived from any payments of any type or any fund other than Lessee's general purpose fund.

(f) Upon Lessor's request, Lessee shall provide Lessor with current financial statements, budgets, and proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Agreement and each Lease as may be reasonably requested by Lessor.

(g) Lessee shall promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.

Section 6.3. Tax Related Representations, Warranties and Covenants.

(a) *Incorporation of Tax Agreement and Arbitrage Certificate.* As of each Lease Date and with respect each Lease, Lessee makes each of the representations, warranties and covenants contained in the Tax Agreement and Arbitrage Certificate delivered with respect to such Lease. By this reference each such Tax Agreement and Arbitrage Certificate is incorporated in and made a part of this Agreement.

(b) *Event of Taxability.* If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), the Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

ARTICLE VII. INSURANCE AND RISK OF LOSS

Section 7.1. Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and/or assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence unless specified differently in the related Equipment Schedule, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price of each Equipment Group.

Section 7.2. Workers' Compensation Insurance. If required by State law, Lessee shall carry workers' compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

Section 7.3. Insurance Requirements.

(a) *Insurance Policies.* All insurance policies required by this Article shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each insurance policy shall name Lessor and/or its assigns as an additional insured party and loss payee regardless of any breach of warranty or other act or omission of Lessee and shall include a lender's loss payable endorsement for the benefit of Lessor and/or is assigns. Prior to the delivery of Equipment, Lessee shall deposit with Lessor evidence satisfactory to Lessor of such insurance and, prior to the expiration thereof, shall provide Lessor evidence of all renewals or replacements thereof.

(b) *Self Insurance.* With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor in form acceptable to Lessor.

(c) *Evidence of Insurance.* Lessee shall deliver to Lessor upon acceptance of any Equipment evidence of insurance which complies with this Article VII with respect to such Equipment to the satisfaction of Lessor, including, without limitation, the confirmation of insurance in the form of Exhibit G-1 attached hereto together with Certificates of Insurance, when available, or the Questionnaire for Self-Insurance and Addendum to Equipment Schedule Relating to Self-Insurance in the form of Exhibit G-2 attached hereto, as applicable.

Section 7.4. Risk of Loss. To the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, for loss or damage to any Equipment and for injury to or

death of any person or damage to any property. Whether or not covered by insurance, Lessee hereby assumes responsibility for and agrees to indemnify Lessor from all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses, including reasonable attorneys' fees, imposed on, incurred by or asserted against Lessor that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) a breach of Lessee of any of its covenants or obligations hereunder, (f) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (g) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement.

Section 7.5. Destruction of Equipment. Lessee shall provide a complete written report to Lessor immediately upon any loss, theft, damage or destruction of any Equipment and of any accident involving any Equipment. Lessor may inspect the Equipment at any time and from time to time during regular business hours. If all or any part of the Equipment is stolen, lost, destroyed or damaged beyond repair ("Damaged Equipment"), Lessee shall within thirty (30) days after such event either: (a) replace the same at Lessee's sole expense with equipment having substantially similar Specifications and of equal or greater value to the Damaged Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (b) pay the applicable Prepayment Price of the Damaged Equipment determined as set forth in the related Equipment Schedule. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If, within forty-five (45) days of the loss occurrence, (a) Lessee fails to notify Lessor; (b) Lessee and Lessor fail to execute an amendment to the applicable Equipment Schedule to delete the Damaged Equipment and add the replacement equipment or (c) Lessee has failed to pay the applicable Prepayment Price, then Lessor may, at its sole discretion, declare the applicable Prepayment Price of the Damaged Equipment, to be immediately due and payable. The Net Proceeds of insurance with respect to the Damaged Equipment shall be made available by Lessor to be applied to discharge Lessee's obligation under this Section.

ARTICLE VIII. OTHER OBLIGATIONS OF LESSEE

Section 8.1. Maintenance of Equipment. Lessee shall notify Lessor in writing prior to moving the Equipment to another address and shall otherwise keep the Equipment at the address specified in the related Equipment Schedule. Lessee shall, at its own expense, maintain the Equipment in proper working order and shall make all necessary repairs and replacements to keep the Equipment in such condition including compliance with State and federal laws. Any and all replacement parts must be free of encumbrances and liens. All such replacement parts and accessories shall be deemed to be incorporated immediately into and to constitute an integral portion of the Equipment and as such, shall be subject to the terms of this Agreement.

Section 8.2. Taxes. Lessee shall pay all taxes and other charges which are assessed or levied against the Equipment, the Rental Payments or any part thereof, or which become due during the Lease Term, whether assessed against Lessee or Lessor, except as expressly limited by this Section. Lessee shall pay all utilities and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body that may be secured by a lien on the Equipment. Lessee shall not be required to pay any federal, state or local income, succession, transfer, franchise, profit, excess profit, capital stock, gross receipts, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Section 8.3. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE IX. TITLE

Section 9.1. Title. During the Lease Term, ownership and legal title of all Equipment and all replacements, substitutions, repairs and modification shall be in Lessee and Lessee shall take all action necessary to vest such ownership and title in Lessee. Lessor does not own the Equipment and by this Agreement and each Lease is merely financing the acquisition of such equipment for Lessee. Lessor has not been in the chain of title of the Equipment, does not operate, control or have possession of the Equipment and has no control over the Lessee or the Lessee's operation, use, storage or maintenance of the Equipment.

Section 9.2. Security Interest. All provisions referencing Lessor having a security interest in the Equipment are hereby cancelled and shall not have any force or effect. Lessor and Lessee agree that the Agreement does not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment or any other asset of Lessee.

Section 9.3. Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment.

Section 9.4. Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

ARTICLE X. WARRANTIES

Section 10.1. Selection of Equipment. Each Vendor and all of the Equipment have been selected by Lessee. Lessor shall have no

responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any Vendor or its sales representative of any order submitted, or any delay or failure by such Vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee.

Section 10.2. Vendor's Warranties. Lessor hereby assigns to Lessee for and during the related Lease Term, all of its interest, if any, in all Vendor's warranties, guarantees and patent indemnity protection, express or implied issued on or applicable to an Equipment Group, and Lessee may obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense. Lessor has no obligation to enforce any Vendor's warranties or obligations on behalf of itself or Lessee.

Section 10.3. Disclaimer of Warranties. LESSEE ACKNOWLEDGES THAT THE EQUIPMENT IS OF A SIZE, DESIGN, CAPACITY, AND MANUFACTURE SELECTED BY LESSEE. LESSEE ACKNOWLEDGES THAT IT SELECTED THE EQUIPMENT WITHOUT ASSISTANCE OF LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR IS NOT A MANUFACTURER OF THE EQUIPMENT OR A DEALER IN SIMILAR EQUIPMENT, AND DOES NOT INSPECT THE EQUIPMENT BEFORE DELIVERY TO LESSEE. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANT-ABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT OR LESSEE'S USE OF THE EQUIPMENT.

ARTICLE XI. ASSIGNMENT AND SUBLEASING

Section 11.1. Assignment by Lessor. Lessor, without Lessee's consent, may assign and reassign all of Lessor's right, title and/or interest in and to this Agreement or any Lease, including, but not limited to, the Rental Payments and other amounts payable by Lessee and Lessor's interest in the Equipment, in whole or in part to one or more assignees or subassignee(s) by Lessor at any time. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Agreement nor any Lease or any Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE XII. EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The occurrence of any of the following events shall constitute an Event of Default under this Agreement and each Lease:

- (a) Lessee's failure to pay, within ten (10) days following the due date thereof, any Rental Payment or other amount required to be paid to Lessor (other than by reason of Non-Appropriation).
- (b) Lessee's failure to maintain insurance as required by Article VII.
- (c) With the exception of the above clauses (a) & (b), Lessee's failure to perform or abide by any condition, agreement or covenant for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration.
- (d) Lessor's determination that any representation or warranty made by Lessee in this Agreement was untrue in any material respect upon execution of this Agreement or any Equipment Schedule.
- (e) The occurrence of an Event of Taxability.
- (f) The filing of a petition in bankruptcy by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee.

Section 12.2. Remedies on Default. In the event of default by Lessee under the Agreement, Lessor's sole remedies shall be to sue Lessee for compensatory damages, which Lessee agrees to pay and which are hereby agreed to be the Prepayment Price applicable to the immediately preceding rental payment due date, as set forth on the Payment Schedule, plus any rental payments accrued and unpaid as of the date default, provided that in the event that Lessee voluntarily returns the Equipment to Lessor to a location specified by Lessor, at Lessee's sole risk, cost and expense and in the condition required by Section 8.1 of the Agreement, Lessor shall not have any further remedies against Lessee. Lessor shall also have the right in the event of default to exercise any other right, remedy or privilege which may be available to it, including without limitation proceedings by appropriate court action to require specific performances of any provision of the Agreement other than Lessee's covenant to return possession of and title to the Equipment, which covenant shall not be subject to enforcement by specific performance. Lessee shall remain liable for all legal fees and other costs and expenses; including court costs, incurred by Lessor in the enforcement of its remedies under the Agreement except to the extent prohibited by the Constitution and laws of the State of Florida.

Section 12.3. Return of Equipment: Release of Lessee's Interest. With respect to any provision of the Agreement requiring Lessee to return all or any portion of the Equipment to Lessor or to transfer title to all or any portion of the equipment to Lessor, Lessee agrees to voluntarily do so. In the event that Lessee fails for refuses to return or transfer the Equipment or title thereto voluntarily as set forth

above, Lessor acknowledges that the Agreement does not and shall not create a right in Lessor to involuntarily dispossess Lessee of title to or possession of all or any item of the Equipment. In lieu of such right Lessor shall be entitled to and Lessee agrees to pay to Lessor immediately, but only from Lessee's legally available and appropriated revenues from sources other than ad valorem or other taxes, the Prepayment Price applicable to the immediately preceding rental payment due date, as set forth on the Payment Schedule, plus any rental payments accrued and unpaid as of the date of such payment.

Section 12.4 Late Charge. Lessor shall have the right to require late payment charge for each Rental or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of each late payment or the legal maximum. This Section is only applicable to the extent it does not affect the validity of this Agreement.

ARTICLE XIII. MISCELLANEOUS PROVISIONS

Section 13.1. Notices. All written notices to be given under this Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or, if given by other means, when delivered at the address specified in this Section 13.1.

Section 13.2. Binding Effect. This Agreement and each Lease hereunder shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under any Lease.

Section 13.3. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.4. Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 13.5. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 13.6. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Agreement.

Section 13.7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 13.8. Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein or in any Equipment Schedule, in no event shall this Agreement or any Lease hereunder require the payment or permit the collection of Interest or any amount in the nature of Interest or fees in excess of the maximum amount permitted by applicable law. Any such excess Interest or fees shall first be applied to reduce Principal, and when no Principal remains, refunded to Lessee. In determining whether the Interest paid or payable exceeds the highest lawful rate, the total amount of Interest shall be spread through the applicable Lease Term so that the Interest is uniform through such term.

Section 13.9. Lessee's Performance. A failure or delay of Lessor to enforce any of the provisions of this Agreement or any Lease shall in no way be construed to be a waiver of such provision.

Section 13.10. Waiver of Jury Trial. Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

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EXECUTION PAGE OF MASTER LEASE AGREEMENT

LEASE NUMBER 1003

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

City of North Miami Beach, Florida,
Lessee

SUNTRUST LEASING CORPORATION,
Lessor

By: 
Name: Gary Brown
Title: City Manager
Date: October 25, 2001

By: _____
Name: Michael J. Powers
Title: Secretary
Date: _____

Address: 17011 N.E. 19 Avenue
North Miami Beach, FL 33162
Telephone: 305/948-2976
Facsimile: 305/957-3522

Address: 29 W. Susquehanna Avenue, Suite 400
Towson, MD 21204
Telephone: 410/307-6644
Facsimile: 410/307-6702

EQUIPMENT SCHEDULE NO. 01
TO LEASE NO. 1003

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as October 31, 2001 (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms each of its representations, warranties and covenants contained in the Agreement. Lessee warrants that no Non-Appropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

The cost of the Equipment Group to be funded by Lessee under this Lease is ONE MILLION ONE HUNDRED FIFTY SEVEN THOUSAND EIGHTY DOLLARS 00/100 (\$1,157,080.00) (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:


See Attachment A for equipment description

The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

17011 N.E. 19 Avenue, North Miami Beach, FL 33162

City of North Miami Beach, Florida,
Lessee

SUNTRUST LEASING CORPORATION,
Lessor

By: 
Name: Gary Brown
Title: City Manager
Date: October 25, 2001

By: _____
Name: Michael J. Powers
Title: Secretary
Date: _____

Address: 17011 N.E. 19 Avenue
North Miami Beach, FL 33162

Address: 29 W. Susquehanna Avenue, Suite 400
Towson, MD 21204

Telephone: 305/948-2976
Facsimile: 305/957-3522

Telephone: 410/307-6644
Facsimile: 410/307-6702

ATTACHMENT "A"

Items to Be Financed

Fiscal Year 2001-2002


Department	Quantity	Equipment Description	Total Amount
Finance	2	Pick Up Trucks	\$31,000
Police	5	Pursuit Vehicles	\$125,000
Parks & Recreation	1	Sedan	\$13,000
Public Services Solid Waste	1	Star Trailer	\$65,000
Public Services Solid Waste	1	Load All 20 Yard Truck	\$155,000
Public Services Solid Waste	1	Front End Loader Garbage Truck	\$153,000
Public Services Alley Collection	1	20 Yard Trash Truck	\$100,000
Public Services Materials Control	1	Utility Vehicle	\$24,500
Public Services Materials Control	1	Van	\$18,380
Public Services Materials Control	3	Heavy Duty Vans	\$38,000
Public Services Materials Control	7	¾ Ton Pick Up Trucks	\$154,000
Public Services Materials Control	1	¾ Ton Pick Up Truck with Lift Gate	\$27,200
Public Services Materials Control	1	1 Ton Pick Up with Reading Body	\$26,000
Public Services Sewer	1	TV Inspection Van	\$140,000
Public Services Sewer	1	Mini Dump Truck	\$38,000
Public Services Sewer	1	Skid Steer Loader	\$27,000
Public Services Sewer	1	¾ ton Pick Up Truck	\$22,000
Total Amount to be Financed			\$1,157,080

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall be October 31, 2001. The Annual Interest Rate applicable to the Equipment Group shall be **3.10%**. Lessee will make Rental Payments each consisting of Principal and Interest as set forth below for a term of **4** years. The first Rental Payment is due on **January 31, 2002** and subsequent payments are due quarterly on like date thereafter.

<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price</u>
01/31/02	77,180.15	68,200.43	8,979.71	1,088,879.57
04/30/02	77,180.15	68,729.71	8,450.43	1,020,149.85
07/31/02	77,180.15	69,263.10	7,917.04	950,886.75
10/31/02	77,180.15	69,800.63	7,379.52	881,086.12
01/31/03	77,180.15	70,342.33	6,837.82	810,743.79
04/30/03	77,180.15	70,888.23	6,291.91	739,855.55
07/31/03	77,180.15	71,438.37	5,741.77	668,417.18
10/31/03	77,180.15	71,992.78	5,187.36	596,424.39
01/31/04	77,180.15	72,551.50	4,628.65	523,872.90
04/30/04	77,180.15	73,114.54	4,065.60	450,758.36
07/31/04	77,180.15	73,681.96	3,498.19	377,076.40
10/31/04	77,180.15	74,253.78	2,926.36	302,822.61
01/31/05	77,180.15	74,830.04	2,350.11	227,992.57
04/30/05	77,180.15	75,410.77	1,769.37	152,581.80
07/31/05	77,180.15	75,996.01	1,184.14	76,585.79
10/31/05	<u>77,180.15</u>	<u>76,585.79</u>	<u>594.36</u>	<u>0</u>
Total	1,234,882.34	1,157,080.00	77,802.34	

City of North Miami Beach, Florida,
 Lessee

By: 
 Name: Gary Brown
 Title: City Manager
 Date: October 25, 2001

* After payment of Rental Payment due on such date.

[Escrow]

Lease Number: 1003
Equipment Schedule: 01**TAX AGREEMENT AND ARBITRAGE CERTIFICATE**

This **TAX AGREEMENT AND ARBITRAGE CERTIFICATE** (this "Certificate") is issued by **City of North Miami Beach, Florida** ("Lessee") in favor of **SUNTRUST LEASING CORPORATION** ("Lessor") in connection with that certain Master Lease Agreement dated as of October 31, 2001 (the "Agreement"), by and between Lessor and Lessee. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Schedule referenced above (the "Equipment Schedule") executed under the Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply **ONE MILLION ONE HUNDRED FIFTY SEVEN THOUSAND EIGHTY DOLLARS 00/100 (\$1,157,080.00)** (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the resolution or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Equipment Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by **SunTrust Bank**, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement dated as of October 31, 2001, (the "Escrow Agreement"), by and between Lessor and Escrow Agent.

1.4. Lessee will timely file for each payment schedule issued under the Lease a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. Lessee has not issued, and reasonably anticipates that it and its subordinate entities, if any, will not issue, tax-exempt obligations (including the Lease) in the amount of more than \$10,000,000 during the current calendar year. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code and agrees that it and its subordinate entities, if any, will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Other than the Principal Amount held under the Escrow Agreement, Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1. It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

- (a) Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;
- (b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;
- (c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and
- (d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by **April 31, 2003**.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$5,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will

not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.1, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.2. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.


8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

IN WITNESS WHEREOF, this Tax Agreement and Arbitrage Certificate has been executed on behalf of Lessee as of October 31, 2001.

City of North Miami Beach, Florida,
Lessee

By: 
Name: Gary Brown
Title: City Manager
Date: October 25, 2001



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE) OFFICE OF THE CITY CLERK
CITY OF NORTH MIAMI BEACH)

RECORDS CERTIFICATION
CITY OF NORTH MIAMI BEACH
CERTIFICATE OF AUTHENTICITY

I, Solomon Odenz, the duly appointed City Clerk of the City of North Miami Beach, and keeper of the records of the City of North Miami Beach, do hereby certify:

That the following Motion was made at the Regular City Council Meeting of the City of North Miami Beach of Tuesday, October 16, 2001:

“MOTION by COUNCILMAN MARIN, seconded by COUNCILWOMAN SMITH, to APPROVE the request for award of RFP #2001-28 for lease purchase financing of vehicles and equipment with a principal amount of \$1,157,080.00 to SunTrust Leasing Corporation for the interest rate of 3.10%.

At this time the City Manager, as per the Agreement, read the following into the record:

1. The City Council authorizes the City to enter into an agreement for Lease-Purchase Financing with SunTrust Leasing Corporation as the lessor.
2. The proceeds will be placed in an escrow account with SunTrust Bank as the escrow agent.
3. The lease amount is \$1,157,080, and payments shall total \$1,234,882.34, including interest in the amount of \$77,802.34.
4. The City Manager is authorized to execute the lease documents on behalf of the City.
5. The vehicles and equipment to be financed are listed on Attachment “A” of the Agreement.

MOTION CARRIED.”

SUNTRUST LEASING CORPORATION

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as October 31, 2001, by and among **SUNTRUST LEASING CORPORATION**, a VIRGINIA corporation ("Lessor"), and **CITY OF NORTH MIAMI BEACH, FLORIDA**, a political subdivision of the State of FLORIDA ("Lessee"), and **SUNTRUST BANK**, a Virginia banking corporation.

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1. Definitions. The terms defined in this Section shall, for all purposes of this Escrow Agreement, have the meanings specified below. The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings assigned to them in the Master Lease Agreement.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to a Vendor thereof upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefor. Acquisition Costs may include the administrative, engineering, legal, financial and other costs incurred by the Lessee in connection with the acquisition, delivery and financing of the Equipment, if approved by Lessor.

"Equipment" means the personal property described in the Acceptance Certificate executed pursuant to the Lease, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Equipment Acquisition Fund.

"Equipment Acquisition Fund" means the account by that name established and held by Escrow Agent pursuant to Article II of this Escrow Agreement.

"Escrow Agent" means **SunTrust Bank**, or any successor thereto acting as Escrow Agent pursuant to this Escrow Agreement.

"Escrow Agent Fee" has the meaning set forth in Section 6.1.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment thereto.

"Lease" means the Master Lease together with the Equipment Schedule No. 01 by and between Lessee and Lessor, and any duly authorized and executed amendment thereto, the terms of which are incorporated herein by reference.

"Master Lease" means the Master Lease Agreement, dated as of **October 31, 2001**, by and between Lessee and Lessor, including any Equipment Schedules entered into thereunder and any duly authorized and executed amendment thereto.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit A to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means (i) direct general obligations of the United States of America; (ii) obligations guaranteed by the United States; (iii) general obligations of the agencies and instrumentalities of the United States; or (iv) certificates of deposit, time deposits or demand deposits with any bank or savings institution qualified as a depository of public funds in the State of Virginia, provided that such certificates of deposit, time deposits or demand deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by obligations described in Clauses (i), (ii), or (iii). In no event shall "Qualified Investments" include any investments other than those permitted by any state, county or municipal law applicable to investment of Lessee's funds; provided, however, that neither Lessor nor the Escrow Agent shall be responsible for determining the applicability of any such law and each shall be entitled to rely solely on the determination of Lessee with respect to such matters.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and the Lease and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder; provided, however, that its duties and obligations hereunder shall be limited to those specifically provided herein.

Section 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

ARTICLE III. EQUIPMENT ACQUISITION FUND

Section 3.1. Equipment Acquisition Fund. The Escrow Agent shall establish a special escrow account designated as the "Equipment

Acquisition Fund" (the "Equipment Acquisition Fund"), shall keep such Fund separate and apart from all other funds and moneys held by it and shall administer such Fund as provided in this Escrow Agreement.

Section 3.2. Deposit. Upon execution of the Lease and delivery to Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with the Escrow Agent the sum of ONE MILLION ONE HUNDRED FIFTY SEVEN THOUSAND EIGHTY DOLLARS 00/100 (\$1,157,080.00). Escrow Agent shall credit such amount to the Equipment Acquisition Fund.

Section 3.3. Disbursements. The Escrow Agent shall use the moneys in the Equipment Acquisition Fund to pay the Acquisition Cost of each item of Equipment subject to the Lease, within a reasonable time of receipt with respect thereto of a Payment Request Form executed by Lessor and Lessee, fully completed and with all supporting documents described therein attached thereto. Upon receipt of a Payment Request Form with respect to any item of Equipment, an amount equal to the Acquisition Cost as shown therein shall be paid directly to the person or entity entitled to payment as specified therein.

Section 3.4. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5, on April 31, 2003, Escrow Agent shall pay all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid Principal under the related Lease. Any amounts paid pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees, late charges and collection costs, if any, which have accrued or been incurred under the Master Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to Principal payments thereafter due under the Lease in the inverse order of their maturities or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease.

Section 3.5. Liquidation. Upon receipt of written notice from Lessor or Lessee that the Lease has been terminated pursuant to Sections 3.2 or 12.2 thereof, the Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor.

ARTICLE IV. TRUST; INVESTMENT

Section 4.1. Irrevocable Trust. The moneys and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor and Lessee, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee (other than Lessor's security interest granted hereunder).

Section 4.2. Investment. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon order of Lessee only in Qualified Investments. Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of Lessor and Lessee. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article. Such investments and re-investments shall be made giving full consideration for the time at which funds are required to be available. Any income received on such investments shall be credited to the Equipment Acquisition Fund. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article.

Section 4.3. Disposition of Investments. The Escrow Agent shall, without further direction from Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund.

Section 4.4. Accounting. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor or Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. The Escrow Agent shall furnish to Lessor and Lessee no less than quarterly an accounting of all investments and interest and income therefrom.

Section 4.5. Termination. This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1. Validity. The Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

Section 5.2. Use of Counsel and Agents. The Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder. The Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or

receiver selected by it with reasonable care. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection acting in compliance with the opinion of such counsel.

Section 5.3. Interpretation. If Lessor or Lessee shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations of, or the propriety of any action contemplated by, the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be indemnified pursuant to Section 5.5 for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 5.4. Limited Liability of Escrow Agent. The Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its own gross negligence or willful misconduct. The Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Master Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

Section 5.5. Indemnification. To the extent permitted by applicable law and unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee hereby agrees to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement; and in connection therewith, to indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim. Notwithstanding the foregoing, such indemnification shall not extend to claims, liabilities, losses, actions, suits or proceedings incurred by the Escrow Agent for failure to perform and carry out the duties specifically imposed upon and to be performed by it pursuant to this Escrow Agreement or to claims, liabilities, losses, actions, suits or proceedings incurred by the Escrow Agent arising from events solely and directly attributable to acts of Lessor. The Escrow Agent shall be vested with a lien on all property deposited hereunder for indemnification, for reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other expense, fees or charges of any character or nature, which may be incurred by the Escrow Agent by reason of disputes arising between Lessor and Lessee as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to the Escrow Agent hereunder, or otherwise, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold such property until and unless said additional expenses, fees and charges shall be fully paid. In the event Lessee is required to indemnify Escrow Agent as herein provided, Lessee shall be subrogated to the rights of Escrow Agent to recover such losses or damages from any other person or entity.

ARTICLE VI. COMPENSATION

Section 6.1. Escrow Agent Fee. The Escrow Agent shall be paid \$500.00 by Lessee for the services to be rendered hereunder (the "Escrow Agent Fee"), and will be paid and/or reimbursed by Lessee upon request for all expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder. The Escrow Agent's fee shall be payable upon execution of this Escrow Agreement.

Section 6.2. Investment Fees. The Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the "Investment Fees"). Lessor and Lessee hereby authorize the Escrow Agent to periodically deduct the Investment Fees from interest earnings on the Equipment Acquisition Fund.

ARTICLE VII. CHANGE OF ESCROW AGENT

Section 7.1. Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

Section 7.2. Resignation of Escrow Agent. The Escrow Agent or any successor may at any time resign by giving written notice to Lessor and Lessee of its intention to resign and of the proposed date of resignation, which shall be a date not less than thirty (30) days after such notice, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. Upon receiving such notice of resignation, Lessor and Lessee shall promptly appoint a successor Escrow Agent by an instrument in writing; provided, however, that in the event Lessor and Lessee fail to appoint a successor Escrow Agent within thirty (30) days following receipt of such written notice, Lessor may appoint a successor Escrow Agent. Any resignation or removal of Escrow Agent shall become effective only upon acceptance of appointment by the successor Escrow Agent.

Section 7.3. Merger or Consolidation. Any entity into which Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which Escrow Agent may sell or transfer all or substantially all of its corporate trust business (provided that such company shall be eligible under Section 7.1) shall be the successor to the Escrow Agent without the execution or filing or further act.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address specified in this Section 8.1.

Section 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Lease.

Section 8.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments under the Lease.

Section 8.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Escrow Agreement may be amended or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 8.6. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses hereof.

Section 8.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

Section 8.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Virginia.

Section 8.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 8.10. Waiver of Jury Trial. Lessor, Lessee and the Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTION PAGE OF ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

SUNTRUST BANK
Escrow Agent

SUNTRUST LEASING CORPORATION,
Lessor

By: _____
Name: J. Lee Judy
Title: Senior Vice President

By: _____
Name: Michael J. Powers
Title: Secretary

Address: Corporate Trust Administration
919 East Main Street
Richmond, VA 23219

Address: 29 W. Susquehanna Avenue
Suite 400
Towson, MD 21204

Telephone: 804/782-5170
Facsimile: 804/782-7855

Telephone: 410/307-6644
Facsimile: 410/307-6702

CITY OF NORTH MIAMI BEACH, FLORIDA
Lessee

By:  _____
Name: Gary Brown
Title: City Manager

Address: 17011 N.E. 19 Avenue
North Miami Beach, FL 33162

Telephone: 305/948-2976
Facsimile: 305/957-3522

**QUESTIONNAIRE FOR SELF-INSURANCE TO
MASTER LEASE AGREEMENT**

In connection with the Master Lease Agreement (the "Agreement"), dated as of October 31, 2001, made and entered into by and between **SUNTRUST LEASING CORPORATION**, as Lessor (the "Lessor"), and the lessee identified below, as Lessee (the "Lessee"), Lessee warrants and represents to Lessor the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement.

1. Property Insurance.

- a. Lessee is self-insured for damage or destruction to the Equipment.

YES NO (circle one)

If yes, the dollar amount limit for property damage to the Equipment under the Lessee's self-insurance program is \$ NA.

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for all risk property damage.

YES NO (circle one)

If yes, the dollar limit for property damage to the Equipment under such umbrella policy is \$ _____.

2. Liability Insurance.

- a. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar limit for such liability claims under the Lessee's self-insurance program is \$ 100,000 per individual -
\$ 200,000 per incident

- b. The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability including injury or death of persons or damage to property as indicated above.

YES NO (circle one)

If yes, the umbrella policy provides coverage for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment.

YES NO (circle one)

If yes, the dollar amount of the umbrella policy's limits for such liability coverage is \$ _____.

3A. Self Insurance Fund.

- a. Lessee maintains a self-insurance fund.

YES NO (circle one)

If yes, please complete the following:

Monies in the self-insurance fund are subject to annual appropriation.

YES NO (circle one)

The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ 500,000

- b. Amounts paid from the Lessee's self-insurance fund are subject to limitations for each claim.

YES NO (circle one)

If yes, the dollar amount of limit per claim is \$ 100,000 per person

\$ 200,000 per incident per FS 768.28

3B. No Self Insurance Fund.

- a. If Lessee does not maintain a self-insurance fund, please complete the following:
Lessee obtains funds to pay claims for which it has self-insured from the following sources:

- b. The limitations on the amounts payable for claims from the above sources are as follows:

4. Authority.

- a. The following entity or officer has authority to authorize payment for claim:
ELLEN SNOW, RISK MANAGER
- b. In the event the entity or officer named in the prior response denies payment of a claim, does the claimant have recourse to another administrative officer, agency or the courts?

YES NO (circle one)

If yes, to whom does the claimant have recourse?


GARY BROWN, CITY MANAGER

5. Certificates of Insurance.

Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

IN WITNESS WHEREOF, Lessee has caused this Questionnaire to be executed as a supplement to the representations of Lessee in the Agreement by its duly authorized officer.

City of North Miami Beach, Florida,
Lessee

By: 
Name: Gary Brown
Title: City Manager
Date: October 25, 2001

Telephone: 305/948-2976
Facsimile: 305/957-3522

Attachment

SUNTRUST LEASING CORPORATION

ADDENDUM TO EQUIPMENT SCHEDULE NO. 01
TO MASTER LEASE AGREEMENT (LEASE NO. 1003)
RELATING TO SELF-INSURANCE

THIS ADDENDUM is made as of October 31, 2001, between SUNTRUST LEASING CORPORATION (the "Lessor") and City of North Miami Beach, Florida (the "Lessee").

Recitals

- A. Lessor and Lessee have entered into a Master Lease Agreement dated as of October 31, 2001 (the "Agreement").
- B. Lessee desires to lease equipment described in Equipment Schedule No. 01 to the Agreement (the "Equipment") and Lessee has requested that Lessor lease such Equipment to Lessee.
- C. With respect to Equipment Schedule No. 01, Lessee has requested that Lessor permit it to provide self-insurance for liability claims and property damage.
- D. Lessor is willing to grant Lessee's request subject to the following terms and conditions.


NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein and in the Agreement, it is hereby agreed as follows:

- 1. The terms capitalized in this Addendum but not defined herein shall have the meanings assigned to them in the Agreement.
- 2. Lessee hereby represents and warrants that all representations and warranties contained in the Agreement are true and correct as of the date hereof and that neither a Non-Appropriation nor any Event of Default or event which, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred under the Agreement.
- 3. All other terms and conditions of the Agreement not specifically amended by this Addendum shall remain in full force and affect and are hereby ratified and confirmed by Lessee.
- 4. Lessee represents and warrants that all representations and warranties contained in the Questionnaire for Self- Insurance to Master Lease Agreement (the "Questionnaire") are true and correct as of the date hereof.
- 5. Lessor acknowledges receipt of the Questionnaire and, in reliance upon the information provided therein, agrees that Lessee may satisfy the requirements of Sections 7.1 through 7.3 of the Agreement with respect to Equipment Schedule No. 01 through self-insurance.
- 6. By written notice to Lessee, Lessor may revoke its agreement relative to Equipment Schedule No. 01 to accept self-insurance in lieu of the insurance required by Section 7.1 through 7.3 of the Agreement at any time during the related Lease Term when Lessor deems itself insecure with respect to such self-insurance. Within thirty (30) days of receipt of notice from Lessor, Lessee agrees to obtain insurance in compliance with Section 7.1, 7.2 and 7.3 of the Agreement and provide evidence thereof to Lessor.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Addendum as of the date and year first above written.

CITY OF NORTH MIAMI BEACH, FLORIDA
Lessee

SUNTRUST LEASING CORPORATION
Lessor

By: 
Name: Gary Brown
Title: City Manager
Date: October 25, 2001

By: _____
Name: Michael J. Powers
Title: Secretary
Date: _____

Information Return for Tax-Exempt Governmental Obligations

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

OMB No. 1545-0720

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of North Miami Beach, Florida	2 Issuer's employer identification number 59 6000389		
3 Number and street (or P.O. box if mail is not delivered to street address) 17011 N.E. 19 Avenue	Room/suite	4 Report number 3 G 01-01	
5 City, town, or post office, state, and ZIP code North Miami Beach, Florida 33162		6 Date of issue October 31, 2001	
7 Name of issue Master Lease Agreement, Lease No. 1003, Schedule 001		8 CUSIP number n/a	
9 Name and title of officer or legal representative whom the IRS may call for more information Lynn Gribble, Purchasing Manager		10 Telephone number of officer or legal representative (305) 948-2976	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input checked="" type="checkbox"/> Transportation	13 1,157,080.00
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe	18
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input 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 10/31/05	\$ 1,157,080.00	\$ 1,157,080.00	4 years	3.10 %

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

22 Proceeds used for accrued interest	22	0
23 Issue price of entire issue (enter amount from line 21, column (b)).	23	1,157,080.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0
25 Proceeds used for credit enhancement	25	0
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0
27 Proceeds used to currently refund prior issues	27	0
28 Proceeds used to advance refund prior issues	28	0
29 Total (add lines 24 through 28)	29	0
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	1,157,080.00

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

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input checked="" type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

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.

Sign Here


 10/25/01
 Signature of issuer's authorized representative Date
 Gary Brown, City Manager
 Type or print name and title

EXHIBIT I

<u>Fund</u>	<u>Department</u>	<u>Item Description</u>	<u>Amount</u>
General	Streets	Vehicle replacement #8216 backhoe - YR 1999	73,000.00
	Facilities	Vehicle replacement #8598 cargo van - YR 2000	25,000.00
	Facilities	Vehicle replacement #9075 3/4 ton pick-up truck - YR 2002	28,000.00
	Facilities	Vehicle replacement #8916 3/4 ton pick-up truck - YR 1996	25,000.00
			151,000.00
General	Info Tech	ERP	2,700,000.00
Total fund 010			<u>2,851,000.00</u>
Stormwater <i>Enterprise Fund</i>	Stormwater	Vehicle replacement # 8292 vactor truck - YR 1997	375,000.00
Water <i>Enterprise Fund</i>	Admin	Pooled vehicle	25,000.00
	Qual. Control	Vehicle replacement # 9122 utility truck - YR 1999	26,000.00
	Qual. Control	Vehicle replacement # 8013 utility truck - YR 2002	26,000.00
	Production	Vehicle replacement #9651 forklift - YR 1995	45,000.00
	Production	Vehicle replacement #9128 1/2 ton pickup truck - YR 2003	25,000.00
	Production	Vehicle replacement #9153 utility truck - YR 2002	26,000.00
	Construction	Vehicle replacement #931 front end loader - YR 1989	168,000.00
	Construction	Vehicle replacement #9142 backhoe - YR 1996	73,000.00
	Construction	Vehicle replacement #9288 3/4 ton pick up truck - YR 1999	23,000.00
	Materials	Vehicle for warehouse personnel	25,000.00
Total fund 410			462,000.00
Wastewater <i>Enterprise Fund</i>	Lift Station Maint.	Vehicle replacement #9811 3/4 ton pickup truck - YR 2006	25,000.00
	Lift Station Maint.	Vehicle replacement #9802 3/4 ton pickup truck HD - YR 2002	25,000.00
	Lift Station Maint.	Vehicle replacement #9790 1 ton dump truck HD - YR 2002	46,000.00
	Lift Station Maint.	Duty truck to mobilize portable generator	55,000.00
	Sewer Maint.	Vehicle replacement #9224 3/4 ton pickup truck - YR 2006	25,000.00
	Sewer Maint.	Vehicle replacement #9093 3/4 ton pickup truck - YR 2002	25,000.00
Total fund 450			201,000.00
Building <i>Enterprise Fund</i>	Bldg	Vehicle replacement #278 sedan - YR 1997	19,462.00
	Bldg	Vehicle replacement #280 sedan - YR 2000	19,462.00
	Bldg	Vehicle replacement #9155 sedan - YR 2003	19,462.00
	Bldg	Additional sedan	21,884.00
Total fund 471			80,270.00
Solid Waste <i>Enterprise Fund</i>	Admin	Vehicle replacement #8048 1/2 ton pick-up truck - YR 1999	21,000.00
	Admin	Vehicle replacement #8742 side loader - YR 2004	295,000.00
	Admin	Vehicle replacement #8743 side loader - YR 2004	295,000.00
	Admin	Vehicle replacement #8889 front loader - YR 2001	298,000.00
	Admin	Vehicle replacement #8893 front loader - YR 2002	298,000.00
	Alley Collection	Vehicle replacement #8603 self loader - YR 2001	200,000.00
	Alley Collection	Vehicle replacement #8772 roll-off - YR 1999	200,000.00
Total fund 474			1,607,000.00
			<u>5,576,270.00</u>

City of North Miami Beach
Proposed Debt Service Schedule
Capital Lease
\$5,576,270 Principal

Fund	Fiscal Year							
	2015		2016		2017		2018	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
General Fund								
Non-Departmental	658,870	39,383	669,508	28,744	680,319	17,934	691,304	6,949
Public Works	36,848	2,203	37,443	1,608	38,047	1,003	38,662	389
Stormwater	91,510	5,470	92,987	3,992	94,489	2,491	96,014	965
Water	112,740	6,739	114,560	4,918	116,410	3,069	118,290	1,189
Sewer	49,049	2,932	49,841	2,140	50,646	1,335	51,464	517
Building	19,588	1,171	19,904	855	20,226	533	20,552	207
Solid Waste	392,149	23,440	398,481	17,108	404,916	10,674	411,454	4,136