

**CITY COUNCIL RESOLUTION NO. 2021-014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SOUTHERN SEWER EQUIPMENT SALES, FOR THE CITY'S LEASING OF ONE VAC-CON VACUUM TRUCK WITH A FREIGHTLINER CHASSIS AT A MAXIMUM FIVE-YEAR LEASE PRICE OF \$402,610.00.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") desires to lease one Vac-Con Sewer Combination Cleaner Body with a Freightliner Chassis (hereinafter the "Vac-Con Truck"); and

**WHEREAS**, Section 2-178(g)(1) of the City Code permits the City to enter into an agreement for the acquisition of supplies that have been competitively procured by other agencies, also known as "piggybacking"; and

**WHEREAS**, the city administration recommends the leasing of the Vac-Con Truck on the same, or more advantageous, terms, conditions, and pricing provided under the *Lease-Purchase Agreement*, a sample draft of a final agreement provided by the vendor, a copy of which is attached hereto (hereinafter "Agreement"); and

**WHEREAS**, the City Council finds that it is in the City's best interest to accept the competitively procured pricing and to award the contract to Southern Sewer Equipment Sales (vendor), for the procurement of the aforementioned Vac-Con Truck pursuant to the terms, provisions, conditions, and requirements of the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to lease the Vac-Con Truck from Southern Sewer Equipment Sales at a principal cost of \$402,610.00 over a five-

year period.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Southern Sewer Equipment Sales, to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and Southern Sewer Equipment Sales, shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this 16th day of February 2021.

**CITY OF LAKE CITY, FLORIDA**

By:  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By:  
Audrey E. Sikes, City Clerk

By:  
Frederick L. Koberlein, Jr.,  
City Attorney

# LEASE FINANCING PROPOSAL



Lessee  
Lake City, FL

Vendor  
Southern Sewer Equipment Sales

<b>Proposal Date:</b>	January 11, 2021	
<b>Equipment Description:</b>	1- Vac-Con Vacuum Truck with a Freightliner Chassis	
<b>Commencement Date:</b>	February 1, 2021	
	<b><u>Option 1</u></b>	<b><u>Option 2</u></b>
<b>Equipment Cost:</b>	\$402,610	\$402,610
<b>Lessee Down Payment:</b>		
<b>Amount Financed:</b>	\$402,610	\$402,610
<b>Lease Term:</b>	5 Years	6 Years
<b>First Payment Date:</b>	2/1/2022	2/1/2022
<b>Payment Frequency:</b>	Annual	Annual
<b>Lease Rate:</b>	2.85%	2.85%
<b>Payment Amount:</b>	\$87,536.59	\$73,954.89
<b>Payment Factor:</b>	0.21742	0.18369

## Qualifications:

- 1. Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:
  - a) Rate Expiration:** Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.
  - b) Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.
  - c) Fixed Rates:** Rates for ten (10) years and under are fixed for the entire term. Terms over ten years have a one time rate adjustment after ten (10) years to the then current interest rates for the remaining term.
- 2. Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.
- 3. Financial Reporting:** All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.
- 4. Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.
- 5. Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: **Leasing 2, Inc.**  
Contact: **Rick Carney**  
Phone: 813-258-9888 x16  
Email: rcarney@leasing2.com  
Web: www.leasing2.com



**REQUEST TO PROCEED:**

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: January 11, 2021

Option Chosen: \_\_\_\_\_ (where applicable)

Upcoming Governing Body meeting date for lease approval: \_\_\_\_\_

**Lake City, FL**

Name of Lessee

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name Of Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Name (If Different Than  
Authorized Signature)

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact E-Mail Address

\_\_\_\_\_  
Last month of your budget year?

*Please complete the above information and fax or email all pages of the proposal to  
813-258-9333 / rcarney@leasing2.com*



**\*\* Important: A Resolution will be required with the lease contract \*\***  
**In the event that you require board action to sign this proposal,**  
**please call us so that we may forward the preferred form for the meeting.**

# LEASE-PURCHASE AGREEMENT

LESSEE:

LESSOR:  
Leasing 2, Inc.  
1720 West Cass Street  
Tampa, FL 33606-1230

## Dated as of

This Lease-Purchase Agreement (the "Agreement") dated as of by and between Leasing 2, Inc. ("Lessor"), and ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of ("State").

## WITNESSETH:

WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

## ARTICLE I DEFINITIONS

Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.

"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.

"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.

"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.

"Lessor" means (i) Leasing 2, Inc., acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.

"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.

"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

## ARTICLE II COVENANTS OF LESSEE

Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:

(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.

(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.

(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.

(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.

(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.

(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.

(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.

(j) Lessee shall not give up possession or control of the Equipment.

(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.

(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.

(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.

(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

## ARTICLE III LEASE OF EQUIPMENT

Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

## ARTICLE IV LEASE TERM

Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.

Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:

(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;

- (b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
- (c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
- (d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

**Section 4.03. Return of Equipment on Termination.** Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

#### **ARTICLE V ENJOYMENT OF EQUIPMENT**

**Section 5.01.** Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

#### **ARTICLE VI RENTAL PAYMENTS**

**Section 6.01. Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

**Section 6.02. Payment of Rental Payments.** During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

**Section 6.03. Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

**Section 6.04. Additional Interest in the Event the Interest is Taxable.** Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

**Section 6.05. Rental Payments to be Unconditional.** During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

**Section 6.06. Continuation of Lease Term by Lessee.** Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

**Section 6.07. Termination by Nonappropriation.** In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

**Section 6.08. Late Charges.** If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

**Section 6.09. Prepayment.** Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

#### **ARTICLE VII TITLE TO EQUIPMENT**

**Section 7.01. Title to the Equipment.** During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, Lessee agrees to surrender possession of the Equipment to Lessor. Lessee and Lessor intend for federal income tax purposes under the Internal Revenue Code of 1986, as amended, that this Agreement constitutes a financing lease or an installment sale contract rather than a true lease.

#### **ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES**

**Section 8.01. Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

**Section 8.02. Taxes, Other Governmental Charges and Utility Charges.** In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

**Section 8.03. Provisions Regarding Insurance.** At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section

8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

**Section 8.04. Advances.** In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

#### **ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS**

**Section 9.01. Damage, Destruction and Condemnation.** If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

**Section 9.02. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

#### **ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT**

**Section 10.01. Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

**Section 10.02. Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

**Section 10.03. Use of the Equipment.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

#### **ARTICLE XI OPTION TO PURCHASE**

**Section 11.01** At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

- (a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or
- (b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or
- (c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall, if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

#### **ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING**

**Section 12.01. Assignment by Lessor.** This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

**Section 12.02. No Sale, Assignment or Subleasing by Lessee.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

**Section 12.03. Lessee Negligence.** To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

#### **ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES**

**Section 13.01. Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.
- (c) The filing by Lessee of a voluntary petition in bankruptcy, 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 function or adjudication of Lessee as a bankrupt 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 a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; floods; droughts; or explosions.

**Section 13.02. Remedies on Default.** Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessee agrees to return the equipment to Lessor and Lessor shall have the right at its sole option without any further demand or notice, to take either one or both of the following remedial steps:

- (a) Accept surrender from Lessee of the equipment for sale or release by Lessor in a commercially reasonable manner. All proceeds of such sale or re-letting shall inure to Lessor,

provided, however, if such proceeds after deduction of Lessor's reasonable costs and expenses, including attorneys' fees, incurred to recover possession, restore or clean-up and sell or release the equipment, exceed an amount equal to the sum of the past due but unpaid Rental Payments and an amount equal to the then applicable purchase price, Lessor shall remit the amount of such excess to Lessee; or

(b) Institute an action in a court of competent jurisdiction to recover Lessor's compensatory damages resulting from Lessee's default.

Lessor agrees that it shall not have a right to seek any remedy of specific performance nor shall Lessor have any "self-help" right to take possession of the equipment absent Lessee's voluntary surrender thereof.

**Section 13.03. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**ARTICLE XIV MISCELLANEOUS**

**Section 14.01. Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.

**Section 14.02. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.03. Severability.** In the event any provision of this 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 14.04. Amendments.** The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.

**Section 14.05. Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 14.06. Delayed Closing.** In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.

**Section 14.07. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of .

**Section 14.08. Captions.** The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.

**Section 14.09. Entire Agreement.** This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.

**Section 14.10. Execution of Facsimile.** In the interest of time, each party agrees that execution of signature pages of this Agreement by such party followed by transmission of such pages by facsimile/Telecopier will be legally binding upon such party. After each party has executed and transmitted such signature pages, each party agrees to execute hard copies of this Agreement and to promptly forward originals to the other party hereto.

**Section 14.11. Correction of Documents.** Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Lease or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.

**Section 14.12 WAIVER OF JURY TRIAL.** Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Lease and agree that any dispute shall be determined by a court sitting without a jury.

**Section 14.13. Performance Bonds.** If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.

**Section 14.14. Time is of the Essence.** Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

**LESSOR: Leasing 2, Inc.**  
Execute:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**  
Execute:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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EXHIBIT A

RESOLUTION OF GOVERNING BODY  
EXTRACT OF MINUTES

**LESSEE:**

At a duly called meeting of the governing body of Lessee held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was introduced and adopted.

**WHEREAS**, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

**WHEREAS**, Lessee has taken the necessary steps, including, without limitation to **compliance with legal bidding requirements**, under applicable law to arrange for the acquisition of such Equipment.

**BE IT RESOLVED**, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement, if applicable, are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

\_\_\_\_\_  
(Signature of Party to Execute  
Lease-Purchase Agreement and Escrow Agreement)

\_\_\_\_\_  
(Print Name and Title)

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 above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

\_\_\_\_\_  
Secretary/Clerk

\_\_\_\_\_  
Date

---

**{LETTERHEAD OF LESSEE'S COUNSEL}**

**EXHIBIT B**

**OPINION OF LESSEE'S COUNSEL**

**LESSEE:**

**DATE OF AGREEMENT:**

**Leasing 2, Inc.  
1720 West Cass Street  
Tampa, FL 33606-1230**

[Ladies and]Gentlemen:

As counsel for ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of .
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. \_\_\_\_\_, attached as Exhibit A to the Agreement.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. Applicable public bidding requirements have been complied with.
5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.
6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.
7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

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.

Sincerely,

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**EXHIBIT C**

**CERTIFICATE AS TO ARBITRAGE**

**PAGE INTENTIONALLY BLANK if no escrow**

I, \_\_\_\_\_, hereby certify that I am duly qualified and acting \_\_\_\_\_ of (the "Lessee"), and that in my official capacity as such officer, I am responsible for executing and delivering, on behalf of the Lessee, the Lease-Purchase Agreement dated \_\_\_\_\_ (the "Agreement"), by and between Leasing 2, Inc. ("Lessor") and the Lessee. This Certificate is being issued pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Regulations"). The following facts, estimates and circumstances are in existence on the date of this Certificate or are reasonably expected to occur hereafter.

1. The Agreement provides for the acquisition and financing of certain equipment described therein (the "Equipment") Pursuant to the Agreement, the Lessor is required to lease the Equipment to the Lessee and the Lessee is required to make rental payments with respect thereto, comprising principal and interest, on the dates and in the amounts set forth therein (the "Rental Payments").

2. On the date hereof, Lessor will deposit into escrow to be held for the benefit of Lessee the amount of \$ \_\_\_\_\_, which, together with interest earned thereon until disbursed if necessary, will be used to pay the costs of the Equipment in the amount of \$ \_\_\_\_\_. In the event any interest income remains in escrow after payment of such Equipment cost, such amount shall be retained by Lessor as additional fee income.

3. The Lessee has entered into or will within six (6) months of the date hereof enter into contracts for the acquisition of the Equipment, which contracts will obligate the payment of all amounts held in escrow.

4. The Equipment will be acquired with due diligence and will be fully acquired on or before \_\_\_\_\_.

5. In any event, all of the spendable proceeds of the Agreement, including amounts held in escrow, will be expended on the Equipment within three (3) years from the date of execution of the Agreement. No proceeds of the Agreement will be used to reimburse the Lessee for expenditures made prior to the date of the issuance of the Agreement, unless Lessee shall have complied with the requirements of Section 1.150-2 of the Regulations. If applicable, a copy of Lessee's official intent with respect to such reimbursement is attached hereto as attachment 1.

6. The original proceeds of the Agreement, and the interest to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Agreement is issued.

7. The interest of the Lessee in the Equipment has not been, and is not expected during the term of the Agreement, to be sold or otherwise disposed of by the Lessee.

8. No sinking fund will be maintained by the Lessee with respect to the Rental Payments.

9. The Agreement is not a "hedge bond" within the meaning of Section 149(g) of the Code. The Lessee expects to spend not less than 85% of the spendable proceeds of the Agreement within three years after the date hereof and less than 50% of the proceeds of the Agreement is invested in Nonpurpose investments having a substantially guaranteed yield for four years or more.

10. In the Agreement the Lessee has covenanted to take all actions necessary to ensure that the interest paid under the Agreement remains excludable from gross income under the Code. Such covenant includes, without limitation, the requirement to comply with the requirements of the Code relating to the rebate of arbitrage profit to the United States Government.

11. To the best of the knowledge and belief of the undersigned, the expectations of the Lessee as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would damage the foregoing expectations.

LESSEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**  
**DESCRIPTION OF EQUIPMENT**

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT E**  
**PAYMENT SCHEDULE**

**LESSEE:**  
**LEASE AMOUNT:**                     \$  
**COMMENCEMENT DATE:**  
**INTEREST RATE:**                    %

LESSEE:

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\* After payment of Rental Payment due on such date.

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**EXHIBIT F**  
**ACCEPTANCE CERTIFICATE**

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated \_\_\_\_\_, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. \_\_\_\_\_ **Equipment delivered and accepted:** Lessee has received in good condition all of the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
2. \_\_\_\_\_ **Equipment delivery has not yet taken place:** The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered, but is scheduled to be delivered within 18 months. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the cost of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.
3. \_\_\_\_\_ **Vendor will be paid in full prior to delivery of equipment:** A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Agreement, and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated .

Gentlemen:

Reference is made to certain Lease-Purchase Agreement dated , between **Leasing 2, Inc.** and , leasing the personal property described in Exhibit D to such Agreement. This confirms and affirms that such Equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment:

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Sincerely,

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Date

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**EXHIBIT H**

**DESIGNATION OF BANK QUALIFICATION**

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated , (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all of its subordinate entities will not issue more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year .

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than \$10,000,000 of obligations which it has designated for these purposes.

All terms contained herein not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT I**

**NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT**

**Leasing 2, Inc.** ("Lessor") hereby gives notice to the ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement and Escrow Agreement dated as of , between **Leasing 2, Inc.** ("Lessor") and ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to or its Assignee.

LESSEE:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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**INSURANCE COVERAGE REQUIREMENT**

TO: **Leasing 2, Inc. and/or its Assigns**  
**1720 West Cass Street**  
**Tampa, FL 33606-1230**

FROM:

RE: **INSURANCE COVERAGE REQUIREMENTS (Check one):**

\_\_\_\_\_ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in name, address and telephone number)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ ST/ ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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 **Leasing 2, Inc. and/or its Assigns** as Loss Payee.

Coverage Required: Full Replacement Value

b. Public Liability Insurance evidenced by a Certificate of Insurance naming **Leasing 2, Inc. and/or its Assigns** as an Additional Insured.

Minimum Coverage Required:

\$500,000.00 per person

\$1,000,000.00 aggregate bodily injury liability

\$1,000,000.00 property damage liability

\_\_\_\_\_ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BILLING INFORMATION**

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address or Box #: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: \_\_\_\_\_ (      )

Fax: \_\_\_\_\_ (      )

Email Address: \_\_\_\_\_

Invoice Reference: \_\_\_\_\_

**CUSTOMER IDENTIFICATION PROGRAM  
ORGANIZED ENTITY**

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account.

**What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.**

---

CUSTOMER NAME:

**CUSTOMER IDENTIFICATION**

Taxpayer ID Number: -

Business Structure (check one): City Government: \_\_\_\_\_ County Government: \_\_\_\_\_ Tax District: \_\_\_\_\_ Corporation: \_\_\_\_\_

Other, description: \_\_\_\_\_

We may request certified copies of your organizational documents as part of the identification procedure.

**PRIMARY ADDRESS AND REGISTRATION**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

State of Registration/Organization: \_\_\_\_\_

**MAILING ADDRESS (if different from above)**

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Acknowledgment: The information contained herein is true and correct.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Base Bid Price: \$212,264.00

**Published Options:**

**Debris Body Options**

9 Yard Debris Tank with 1,000 Gallon Water Capacity ( <i>Requires Single Axle Chassis</i> )- <b>DEDUCT</b>	-\$8,649.00
6" Knife Valve with Center Post and Handle, in lieu of 5" Butterfly Valve	\$819.00
Flat Style Rear Door, Includes Hydraulic Opener & Swing Style Wear Plate	\$6,043.00
Built-In Body Prop	\$523.00
Gravity Drain System: Plumbing to Gate Valve at Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole	\$2,098.00
575 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$15,116.00

**Boom Options**

10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	\$15,253.00
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**Hose Reel Options**

600' x 1" Hose Reel Capacity - <b>DEDUCT</b>	-\$2,804.00
Articulating Hose Reel	\$15,071.00
"Reel Power" Level Wind Guide	\$5,646.00
Hose Footage Counter	\$645.00
500' Hose in lieu of 400'	\$498.00

**Dual Engine Power Options**

Dual Engine Configuration: Smaller Displacement Gas Auxiliary Engine	\$4,574.00
Auxiliary Engine Remote Oil Drain	\$309.00

**Water System Options**

50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose	\$0.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	\$2,285.00
2 1/2" Water Drain Gate Valve Assembly	\$328.00
Air Purge System	\$932.00
Automatic Continuous Fill System	\$2,440.00
Debris Body "Power Flush" System, 8 Jets	\$2,163.00
Lateral Cleaning Kit with 200' x 1/2" Hose and Nozzle; Permanently Mounted, Electronically Controlled	\$6,552.00
Variable Flow Water System (includes 2 Additional Nozzles)	\$1,264.00

**Lighting Options**

2) Sets of LED Flood Lights with Limb Guards, Locations: Boom & Rear	\$1,640.00
2) LED Strobe Lights with Limb Guards, Locations: Driver Mirror & Rear	\$2,066.00
Hand Held LED Spotlight	\$668.00
LED Arrow Board	\$4,153.00
4 Corner LED Strobe System	\$2,129.00

**Electrical Options**

Body Load Limit Alarm, Level Indicator	\$762.00
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Back Up Alarm	\$305.00
Low Water Alarm with Light	\$566.00
Wireless Remote Control	\$5,746.00

**Miscellaneous Machine Options**

Rear Mounted Tow Hooks	\$394.00
First Aid Kit	\$109.00
Nozzle Rack	\$133.00

**Pipe/Tool Storage**

Folding Pipe Rack, Tank Mounted	\$3,238.00
Steel Storage Box Behind Cab	\$2,661.00
2) 5' x 8" Aluminum Extension Tubes with Quick Clamps	\$728.00
8" Adjustable Air Gap with Quick Clamp	\$523.00

**Unpublished Options:** (includes 1% discount)

Circular Operator Handle	\$284.00
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**TOTAL PRICE FOR VAC-CON BODY: \$309,475.00**

***Final Model After Options: V390LHA/1000***

The body price includes mounting the Vac-Con body to the chassis. Please review the Florida Sheriff's Contract for chassis options. The chassis supplier should drop ship the chassis to Vac-Con in Green Cove Springs, FL. The specifications must be approved by Vac-Con before ordering the chassis.

We appreciate the opportunity to provide this equipment to the City of Lake City. Please feel free to contact Bill Stinson at (772) 216-2173, if you have any questions.

Sincerely,

*Jenny Mitchem*

Jenny Mitchem  
Office Manager

**FLORIDA SHERIFFS ASSOCIATION**  
**Cooperative Purchasing Program**  
**Contract Terms and Conditions**

**2.14 OPTION PRICING**

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.



**TAMPA TRUCK CENTER**

7528 U.S. Hwy. 301 N.

Tampa, Fl. 33637

Ph.: 813-262-0890

Fax: 813-262-0983

10/21/2020

To: Mr. Brian Scott, City of Lake City  
Subject: 114SD VAC CON Specs  
Reference: 2020-22 Florida Sheriff's Contract # FSA20-VEH18.0

Brian,

Thank you for your interest in our product. Here's the breakdown of your quote using the Florida Sheriff's Contract:

**Specification #58:** Freightliner M2/114, Base Chassis: \$53,196.00

**OPTIONS**

101-3BU	LP 370HP I.L.O. STD	\$21,076.00
342-582	3500RDS I.L.O. STD	\$6,334.00
400-1BB	20K FRONT AXLE	\$3,436.00
547-001	HD/DOUBLE FRAME	\$2,629.00
360-013	1350 FRONT FLANGE ADP FOR PTO	\$1,276.00
093-1E2	425 TIRES	\$972.00
620-006	20K FRONT SUSPENSION	\$815.00
549-036	12 INCH FRONT FRAME EXT	\$639.00
502-1H5	FRONT AND REAR ALUMINUM WHEELS	\$1,076.00
532-002	TILT/TELESCOPIC STEERING	\$478.00
WAG011	2 YEARS TOWING WARRANTY	\$400.00
744-1BL	POWER/HEATED MIRRORS	\$286.00
654-027	POWER WINDOWS/LOCKS	\$317.00
RAG-020	CUMMINS TARIFF CHARGE	\$205.00

**TOTAL: \$93,135.00**

Please call if you have any questions, or need further information. I can be reached via email or by telephone. My contact information is shown below.

Sincerely,

Scott Endris

Municipal/Fleet Sales

Tampa Truck Center

[sendris@tampaftr.com](mailto:sendris@tampaftr.com)

813-293-0866

## **Item #370 Vac-Con Sewer Cleaner Model V311HN/1000 Options**

### **Debris Body Options**

<u>Description</u>	<u>Option Price</u>
9 Yard Debris Tank with 1,000 Gallon Water Capacity (Requires Single Axle Chassis) - <b>DEDUCT</b>	\$ (8,649.00)
Upgrade to 12 Yard Debris Tank	\$ 5,985.00
Upgrade to 16 Yard Debris Tank (Includes Flat Style Rear Door)	\$ 21,802.00
6" Air Operated Knife Valve/Front Driver's Side Mounted with Camlock & 25' Lay Flat Hose	\$ 3,071.00
6" Knife Valve with Center Post and Handle, in lieu of 5" Butterfly Valve	\$ 819.00
6" Knife Valve, Lower Rear Door Mounted with Camlock	\$ 2,244.00
Flat Style Rear Door, Includes Hydraulic Opener & Swing Style Wear Plate	\$ 6,043.00
Hydraulic Rear Door Opener (included with Flat Door Option)	\$ 4,209.00
Built In Body Prop	\$ 523.00
Debris Tank Screen Assembly Over Drain Port	\$ 498.00
60" Dump Height	\$ 2,784.00
Electric Vibrator	\$ 4,712.00
Gravity Drain System: Plumbing to Gate Valve at Mid-Passenger Side of Unit, Allowing Return of Liquids to Manhole	\$ 2,098.00
Rear Splash Guard Tank Mounted 2-10 o'clock Position	\$ 2,945.00
200 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$ 8,818.00
400 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$ 11,438.00
575 GPM Hydraulic Pump Off System with 20' Lay Flat Hose, Rear Mounted	\$ 15,116.00
Move Pump Off System to Front Driver's Side of Debris Tank	\$ 860.00
Stainless Steel Float Ball on Body Level Indicator	\$ 271.00
Air Operated Vacuum Enhancer	\$ 5,426.00
Swing Style Wear Plate (included with Flat Door Option)	\$ 1,151.00

### **Boom Options**

<u>Description</u>	<u>Option Price</u>
6' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	\$ 10,164.00
10' Telescoping Boom Assembly with Pendant Control Station (Tube in Tube), Replaces Fixed Boom Assembly	\$ 15,253.00
Heavy Duty Rubber Hose in lieu of Kanaflex	\$ 1,438.00
Heavy Reinforced Elbow	\$ 1,235.00

### **Hose Reel Options**

<u>Description</u>	<u>Option Price</u>
600' x 1" Hose Reel Capacity - <b>DEDUCT</b>	\$ (2,804.00)
Articulating Hose Reel	\$ 15,071.00
"Reel Power" Level Wind Guide	\$ 5,646.00
Hose Footage Counter	\$ 645.00
Digital Electronic Footage Counter (Included with Omnibus Option)	\$ 4,306.00

Electro Magnet for Outrigger Leg	\$ 5,425.00
500' Hose in lieu of 400'	\$ 498.00
600' Hose in lieu of 400'	\$ 993.00

### Dual Engine Power Options

<u>Description</u>	<u>Option Price</u>
Dual Engine Configuration: Smaller Displacement Gas Auxiliary Engine (Requires 50 GPM @ 3,000 PSI; 60 GPM @ 2,000 PSI or 80 GPM @ 2,000 PSI Water	\$ 4,574.00
Dual Engine Configuration: Gas Auxiliary Engine to Operate Water Pump	\$ 21,894.00
Dual Engine Configuration: Diesel Auxiliary Engine 4 Cylinder (Requires 50 GPM @ 3,000 PSI; 60 GPM @ 2,000 PSI or 80 GPM @ 2,000 PSI Water System)	\$ 41,170.00
Dual Engine Configuration: Diesel Auxiliary Engine 6 Cylinder	\$ 71,687.00
Auxiliary Engine Remote Oil Drain (Requires Dual Engine Configuration)	\$ 309.00

### Water System Options

<u>Description</u>	<u>Option Price</u>
50 GPM @ 3,000 PSI Water System with 400' x 3/4" Hose	No Charge
60 GPM @ 2,000 PSI Water System	No Charge
80 GPM @ 2,000 Psi Water System	No Charge
Upgrade to 1300 Gallon Water Capacity	\$ 5,985.00
Upgrade to 1500 Gallon Water Capacity	\$ 12,211.00
50' Capacity Retractable Hand Gun Hose Reel with 50' Hose	\$ 2,285.00
100' Capacity Retractable Hand Gun Hose Reel with 100' Hose	\$ 4,016.00
Hydro Excavation Package: 50' Retractable Hose Reel with 50' x 1/2" High Pressure Hose, Heavy Duty High Pressure Unloader Valve, Main Control Ball Valve & 72" x 1/2" Lance with Single Forward Spray Nozzle	\$ 7,164.00
2 1/2" Water Drain Gate Valve Assembly	\$ 328.00
1/4 Turn Ball Valve Water Drain	\$ 509.00
Air Purge System	\$ 932.00
Automatic Continuous Fill System	\$ 2,440.00
Centrifugal Compressor Fan Flush Out System	\$ 1,341.00
Chemical Tank, 15 Gallon Capacity	\$ 3,509.00
Debris Body "Power Flush" System, 8 Jets	\$ 2,163.00
Electronic Water Level Gauge	\$ 1,721.00
Folding Spray Bar Assembly with In-Cab Controls	\$ 4,205.00
Front Bumper Hand Gun Connection	\$ 390.00
Lateral Cleaning Kit with 150' x 1/2" Hose and Nozzle; Dolly Style Mounts	\$ 3,549.00
Lateral Cleaning Kit with 200' x 1/2" Hose and Nozzle; Permanently Mounted, Electronically Controlled	\$ 6,552.00
Lateral Cleaning Kit with 400' x 1/2" Hose and Nozzle; Permanently Mounted, Hydraulically Controlled	\$ 8,197.00
Pre-Tank Water Filter (Y Type)	\$ 1,041.00
Pulsation for Water Pump	\$ 6,291.00
Variable Flow water system (Includes 2 Additional Nozzles)	\$ 1,264.00
Water & Debris Tanks Interconnected	\$ 2,549.00
Water Pump Remote Oil Drain	\$ 301.00

C70 Video Cleaning Nozzle, WiFi Connected	\$ 21,374.00
Water Recycling System, includes Recycling Nozzle	Consult Dealer

### Lighting Options

<u>Description</u>	<u>Option Price</u>
LED Flood Lights with Limb Guards, Set of 2 - Specify Location	\$ 820.00
LED Flood Light with Limb Guard, Single Light - Specify Location	\$ 463.00
LED Strobe Light with Limb Guard, Each - Specify Location	\$ 1,033.00
Hand Held LED Spotlight	\$ 668.00
Hand Held LED Spotlight with 50' Retractable Cord	\$ 1,176.00
LED Arrow Stick	\$ 3,137.00
LED Arrow Board	\$ 4,153.00
DOT LED Arrow Board	\$ 7,282.00
4 Corner LED Strobe System	\$ 2,129.00
LED Strobe Lights, Frame Mounted Mid-Body, Set of 2	\$ 1,082.00

### Electrical Options

<u>Description</u>	<u>Option Price</u>
Body Load Limit Alarm, Level Indicator	\$ 762.00
Rear Axle Load Limit Alarm	\$ 1,031.00
Rear Camera System with Color Monitor (includes 1 camera)	\$ 1,944.00
Additional Cameras, Each (Requires Camera System)	\$ 615.00
Additional E-Stop at Dump Station	\$ 491.00
Back Up Alarm	\$ 305.00
Digital Scale System	\$ 7,894.00
Low Water Alarm with Light	\$ 566.00
Omnibus Precision Power System: Electronic Joystick Controller, Color Monitor, Electronic Footage Counter and Pressure Compensated Hydraulics	\$ 6,117.00
Wireless Remote Control	\$ 5,746.00

### Miscellaneous Machine Options

<u>Description</u>	<u>Option Price</u>
12V DC Auxiliary Hydraulic Pump	\$ 3,408.00
Centrifugal Compressor Quiet Silencer, Stainless Steel Construction	\$ 5,349.00
Cone Storage Rack	\$ 464.00
Cone Storage Rack, Hinged Style	\$ 834.00
Cyclone Separator	\$ 5,456.00
Grate Lifting Hook	\$ 497.00
Hydraulic System Temperature Gauge	\$ 362.00
Long Handle Storage, Rear of Mainframe	\$ 562.00
Offset Manhole Roller	\$ 425.00
Rear Mounted Tow Hooks	\$ 394.00
Remote Boom Grease Zerk Assembly	\$ 2,662.00
Remote Debris Tank Grease Zerk Assembly	\$ 2,868.00

Grease Assembly for Articulating Hose Reel <i>(Requires Option for Articulating Hose Reel)</i>	\$ 1,229.00
Automatic Lube System for Vac-Con Body	\$ 6,910.00
Remote Transfer Case Engagement	\$ 2,598.00
Water Cooler Rack	\$ 342.00
Anti-Sail Mud Flaps	\$ 342.00
Catch Basin Retriever	\$ 635.00
First Aid Kit	\$ 109.00
Spare Hose Guide	\$ 202.00
Nozzle Rack	\$ 133.00

### Pipe/Tool Storage

<u>Description</u>	<u>Option Price</u>
Single Pipe Rack	\$ 210.00
Folding Pipe Rack, Tank Mounted	\$ 3,238.00
Lazy Susan Pipe Rack <i>(subject to space availability)</i>	\$ 2,862.00
Vertical Pipe Rack	\$ 624.00
2) Aluminum Tool Boxes, 24" x 18" x 18", Rear Mount <i>(not available with 1,500 gallon water capacity)</i>	\$ 1,976.00
2) Aluminum Tool Boxes, 8" x 14" x 6", Front Mount	\$ 983.00
Steel Storage Box Behind Cab <i>(standard with 1,300 and 1,500 gallon water)</i>	\$ 2,661.00
Upgrade Storage Box Behind Cab to Aluminum <i>(Requires Steel Storage Box Behind Cab)</i>	\$ 3,052.00
2) Roll Out Shelves for Storage Box Behind Cab <i>(Requires Storage Box Behind Cab)</i>	\$ 1,779.00
Steel Side Mounted Tool Box, 35" x 14" x 24"	\$ 885.00
Upgrade Side Mounted Tool Box to Aluminum <i>(Requires Steel Side Mounted Tool Box)</i>	\$ 557.00
3' x 8" Clear Extension Tube with Quick Clamp	\$ 688.00
5' x 8" Aluminum Extension Tube with Quick Clamp	\$ 364.00
6' x 8" Aluminum Extension Tube with Quick Clamp	\$ 403.00
8" Adjustable Air Gap with Quick Clamp	\$ 523.00

### Paint

<u>Description</u>	<u>Option Price</u>
Reflective Striping Other Than White or Blue	\$ 768.00
Undercoat Vac-Con Body & Chassis	\$ 2,328.00

### Maintenance Options

<u>Description</u>	<u>Option Price</u>
Vac-Con Body Maintenance, Per Year Up to 5 Years Total	\$ 12,594.00

### Warranty Options

<u>Description</u>	<u>Option Price</u>
Extended Warranty on Vac-Con Body, Per Year Up to 5 Years Total <i>(Does Not Include Auxiliary Engine)</i>	\$ 4,360.00