

RESOLUTION 2018-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE WALES, FLORIDA AUTHORIZING THE LEASE-PURCHASE FINANCING OF THE ACQUISITION OF A FIRE TRUCK AND RELATED FIRE EQUIPMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AGREEMENT WITH BRANCH BANKING AND TRUST COMPANY, AS LESSOR, AND A PAYMENT SCHEDULE ATTACHED THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Commission (the "City Commission") of the City of Lake Wales, Florida (the "Lessee") has determined that a true and very real need exists to advance public safety objectives for the lease-purchase financing of a fire truck and related fire equipment (collectively, the "Equipment"); and

**WHEREAS**, the Lessee has taken the necessary steps to arrange for the lease-purchase financing of the Equipment; and

**WHEREAS**, the proposal submitted by Branch Banking and Trust Company (or one of its affiliates), as lessor (the "Lessor"), to the Lessee for the lease-purchase financing of the Equipment contained the terms most advantageous to the Lessee; and

**WHEREAS**, the Lessee now desires to authorize and approve, in connection with the lease-purchase financing of the Equipment, the form of a Lease Agreement with the Lessor and a payment schedule attached thereto (collectively, the "Agreement") in substantially final form attached hereto as Exhibit B; and

**WHEREAS**, the Agreement does not obligate the Lessee beyond 12 months; and

**WHEREAS**, the transaction costs to the Lessee associated with execution and delivery of the Agreement includes financial advisory and legal fees and expenses and such other expenses as may be necessary or incidental; and

**NOW, THEREFORE, IT IS HEREBY ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAKE WALES, FLORIDA:**

**SECTION 1. AUTHORITY FOR RESOLUTION.** This Resolution is adopted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, the Charter of the Lessee, and other applicable provisions of law (collectively, the "Act").

**SECTION 2. RECITALS.**

(A) The findings and declarations of the City Commission contained in the above WHEREAS clauses are hereby incorporated as a part of this Resolution.

(B) It is in the best interests of the Lessee and its inhabitants to lease-purchase finance the Equipment, as contemplated hereunder.

(C) It is hereby ascertained, determined and declared that, in light of prevailing and anticipated market conditions, it is in the best interest of the Lessee to enter into the Agreement upon the satisfaction of the conditions set forth in Section 3 hereof.

**SECTION 3. AUTHORIZATION OF LEASE-PURCHASE FINANCING AND THE AGREEMENT.**

(A) The Lessee is hereby authorized to execute and deliver the Agreement in an aggregate principal amount not to exceed \$581,875 for a term that ends on or before October 1, 2023, at an interest rate of not to exceed 3.260% (subject to adjustment as provided for in the Agreement). Subject to compliance with the parameters in the immediately preceding sentence, the Mayor, or in the Mayor's unavailability, the Deputy Mayor (collectively, the "Mayor") is hereby authorized to execute and deliver the Agreement.

(B) Because of the characteristics of the Agreement, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of the Agreement, it is in the best interest of the Lessee to execute and deliver the Agreement in a private negotiated financing transaction. Prior to the execution and delivery of the Agreement, the Lessee shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit A.

(C) The Agreement, substantially in the form attached hereto as Exhibit B, is hereby approved, with such omissions, insertions and variations as may be approved on behalf of the Lessee by the Mayor, such approval to be evidenced conclusively by the Mayor's execution thereof. Subject to compliance with the parameters in Section 3(A) hereof, the Mayor is hereby authorized to execute and deliver the Agreement, substantially in the form attached hereto as Exhibit B, to be attested by the City Clerk or any assistant or deputy City Clerk (collectively, the "City Clerk") under the official seal of Lessee.

**SECTION 4. ADDITIONAL AUTHORIZATIONS.** The Mayor, the City Clerk, the Finance Director, the City Manager, and the officers and agents of the Lessee, are hereby authorized and directed to do all acts and things required by them by the provisions of the Agreement in connection with the lease-purchase financing of the acquisition of the Equipment, to the extent that full compliance with the terms thereof shall be effected.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same

shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

**SECTION 6. REPEALER.** All resolutions or parts thereof in conflict herewith, if any, are hereby repealed.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon its adoption and authentication as provided by law.

**DULY RESOLVED** by the City Commission of the City of Lake Wales, Florida, this 6th day of November, 2018.

**CITY COMMISSION OF THE CITY OF  
LAKE WALES, FLORIDA**

  
\_\_\_\_\_  
Mayor

(SEAL)

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

EXHIBIT A

**FORM OF DISCLOSURE LETTER**

The undersigned, as lessor, proposes to negotiate with the City of Lake Wales, Florida (the "Lessee") for the execution and delivery of the Agreement, as such term is defined in a resolution adopted by the City Commission of the Lessee on November 6, 2018 (the "Resolution"). Prior to the execution and delivery of the Agreement, the following information is hereby furnished to the Lessee:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Lessor") in connection with the execution and delivery of the Agreement (such fees and expenses to be paid by the Lessor):

None.

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Lessor in connection with the execution and delivery of the Agreement to any person not regularly employed or retained by the Lessor (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Lessor, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Lessor, or to the knowledge of the Lessor, with the Lessee, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Lessee and the Lessor or to exercise or attempt to exercise any influence to effect any transaction in the execution and delivery of the Agreement.

3. The amount of the upfront fee or spread expected to be realized by the Lessor is \$0.

4. The management fee to be charged by the Lessor is \$0.

5. Truth-in-Bonding Statement:

The Agreement is being executed and delivered to lease-purchase finance the acquisition of the Equipment, as such term is defined in the Resolution.

The Agreement is payable from lawful funds of the Lessee, subject to annual appropriation, in the manner and to the extent described in the Agreement. Execution and delivery of the Agreement is estimated to result in a maximum of \$126,641.97 of revenues of the Lessee not being available to finance the services of the Lessee in each year during the life of the Agreement. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Lessor is as follows:

Branch Banking and Trust Company  
5130 Parkway Plaza Boulevard  
Charlotte, North Carolina 28217

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lessor this 8<sup>th</sup> day of November, 2018.

**BRANCH BANKING AND TRUST COMPANY**

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

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

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

EXHIBIT B

FORM OF THE AGREEMENT