

GOLDEN BEACH, FLORIDA

RESOLUTION NO. 1558.04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA AUTHORIZING THE MAYOR AND TOWN MANAGER TO EXECUTE AN ADDENDUM TO THE MASTER LEASE AGREEMENT WITH MEARS MOTOR LEASING AND OTHER APPROPRIATE DOCUMENTS FOR THREE NEW POLICE VEHICLES AT A COST NOT TO EXCEED A TOTAL OF \$1,652.73 PER MONTH FOR A THREE YEAR PERIOD; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has previously leased vehicles from Mears Motor Leasing pursuant to a Master Lease Agreement approved by the Town Council in Resolution 1474.03 on April 15, 2003; and

WHEREAS, the Police Department is in need of additional vehicles; and

WHEREAS, Mears Motor Leasing can provide three additional vehicles to meet the needs of the Police Department;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. That the Mayor and Town Manager be, and they are hereby authorized to execute an addendum to the master lease agreement with Mears Motor Leasing and other appropriate documents for three new police vehicles at a cost not to exceed a total of \$1,652.73 per month for a three year period, a copy of which is attached as Exhibit "A" and incorporated herein as if set forth in full.

Section 2. The lease addendum and other appropriate documents shall be in a form acceptable to the Mayor and Town Attorney.

Section 3. Severability. That the provisions of this Resolution are declared to be severable

Resolution No. 1558.04

and if any section, sentence, clause or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect, notwithstanding the invalidity of any part.

Section 4. Conflict. That all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by Administration.

The Motion to adopt the foregoing resolution was offered by Councilmember Paruas, seconded by Vice Mayor Iglesias and on roll call the following vote ensued:

Mayor Addicott	<u>ABSENT</u>
Vice Mayor Iglesias	<u>AYE</u>
Councilmember Einstein	<u>AYE</u>
Councilmember Paruas	<u>AYE</u>
Councilmember Singer	<u>ABSENT</u>

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach this 20th day of January, 2004.


MAYOR MICHAEL ADDICOTT

ATTEST:


CATHY SZABO
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


PAUL D. EICHNER
TOWN ATTORNEY

TOWN OF GOLDEN BEACH

Memorandum

Date: January 12, 2004

04-PD-007

To: Bonnie Wilbanks-Free, Town Manager

From: Bobby Cheatham, Chief of Police *BC*

Ref: Fleet Purchase

The attached is the Lease Agreement that I received from Mears Leasing in regards to the three Sport Trac vehicles we are scheduled to receive.

C: Maria Camacho

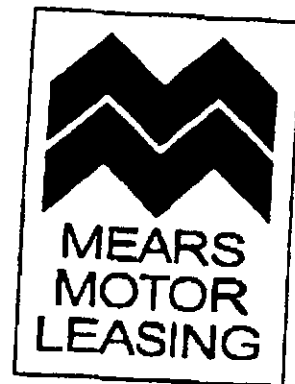
THE TOWN OF GOLDEN BEACH

JAN 12 2004

RECEIVED

10 Pages Including Cover Sheet

01/11/04



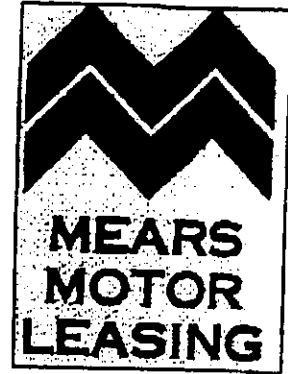
*Celebrating
50 Years*

To: Chief Bob Cheatham
Co: Town of Golden Beach
Fax: (305) 932-2045
Fr: David Pickard Sales Representative
RE: Lease Documents

We're requesting that you have the following forms signed, using blue ink, as we must provide legible original documents for funding.

Please fax back to us A.S.A.P. and mail the originals to
Mears Motor Leasing
ATTN: Debbie Mimm
3905 El Rey Road
Orlando, FL 32808

Thanks and have a great day.



*Celebrating
50 Years*

**Odometer Disclosure Statement
Leased Vehicle**

Federal law (and State law, if applicable) requires that the lessee disclose the mileage to the lessor in connection with the transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. Complete disclosure form below and return to lessor.

I, Mears Motor Livery Corporation, state that the odometer now reads **250** miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of the mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.

Unit #: 15785
 Vehicle Description: 2004 Ford Sport Trac XLS ←
 VIN# 1FMZU67KX4UA95912

Lessee's Name: Town of Golden Beach
 Lessee's Address: One Golden Beach Drive
 Golden Beach, FL 33160

Lessee's Signature: _____

Date of Statement: 01/13/2004
 Lessor's Name: Mears Motor Livery Corporation
 Address: 3905 El Rey Road
 Orlando, FL 32808

Lessor's Signature: _____

****Please Sign All Lease Documents in Blue Ink****

VEHICLES • EQUIPMENT • SALES
 3905 El Rey Road, Orlando, FL 32808 • Fax 407-578-4924 • Phone 407-298-2982
 WWW.MEARSOLEASING.COM



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LEASE PURCHASE AGREEMENT ADDENDUM

It is agreed that the Lessee is obligated to purchase the vehicle for the residual (depreciated) value at the end of the term of this lease. There will be a **\$250.00** administrative charge, plus tax and tag registration, and any other fees related to the sale of the vehicle.

The depreciated value at the end of the term of this lease will be **\$0.00**. The depreciated value is arrived at by deducting the depreciation per month, as stated on the Schedule "A", for each month for the term of the lease, from the original value of the vehicle, as also stated in the Schedule "A".

If the Lessee decides to have the Lessor sell the vehicle, the Lessee understands that the lease rate is based on the mileage allowance of N/A Open End miles per month. Excess miles will reduce the vehicle's value approximately **0.00** per mile. The Lessee will receive the difference between the vehicle's depreciated value, less related fees, and the amount the Lessor is able to sell the vehicle for at wholesale in such commercially reasonable manner as Lessor shall determine.

Vehicle:	Unit #	15785
	Description:	2004 Ford Sport Trac XLS
	VIN#	1FMZU67KX4UA95912

MEARS MOTOR LIVERY CORP.

Town of Golden Beach

Lessee: _____

By: _____
James C. Hartman, President

By: _____

Name: _____

Title: _____

Witnessed _____

Date: _____

******Please Sign All Lease Documents in Blue Ink******

FOR EACH SIGNATURE, A COPY OF THE DRIVER'S LICENSE MUST ACCOMPANY THIS FORM.
Revised 6/5/2003

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If the Lessee decides to have the Lessor sell the vehicle, the Lessee understands that the lease rate is based on the mileage allowance of N/A Open End miles per month. Excess miles will reduce the vehicle's value approximately **0.00** per mile. The Lessee will receive the difference between the vehicle's depreciated value, less related fees, and the amount the Lessor is able to sell the vehicle for at wholesale in such commercially reasonable manner as Lessor shall determine.

Vehicle:	Unit #	15804
	Description:	2004 Ford Sport Trac XLS
	VIN#	1FMZU67K14UA95913

MEARS MOTOR LIVERY CORP.

By: _____
James C. Hartman, President

Town of Golden Beach
Lessor: _____

By: _____

Name: _____

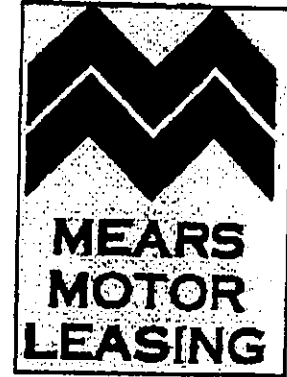
Title: _____

Witnessed _____

Date: _____

******Please Sign All Lease Documents in Blue Ink******

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Leased Vehicle**

Federal law (and State law, if applicable) requires that the lessee disclose the mileage to the lessor in connection with the transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. Complete disclosure form below and return to lessor.

I, Mears Motor Livery Corporation, state that the odometer now reads 250 miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- (1) I hereby certify that to the best of my knowledge the odometer reading reflects the amount of the mileage in excess of its mechanical limits.
- (2) I hereby certify that the odometer reading is NOT the actual mileage.

Unit #: 15803
 Vehicle Description: 2004 Ford Sport Trac XLT
 VIN#: 1FMZU67K84UA95911

Lessees Name: Town of Golden Beach
 Lessees Address: One Golden Beach Drive
 Golden Beach, FL 33160

Lessee's Signature: _____

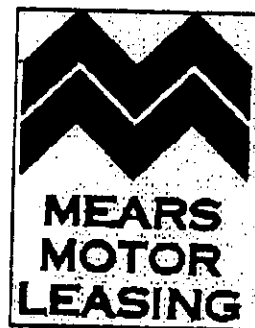
Date of Statement: 01/13/2004
 Lessor's Name: Mears Motor Livery Corporation
 Address: 3905 El Rey Road
 Orlando, FL 32808

Lessor's Signature: _____

*****Please Sign All Lease Documents in Blue Ink*****

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 WWW.MEARSLASING.COM



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LEASE PURCHASE AGREEMENT ADDENDUM

It is agreed that the Lessee is obligated to purchase the vehicle for the residual (depreciated) value at the end of the term of this lease. There will be a \$250.00 administrative charge, plus tax and tag registration, and any other fees related to the sale of the vehicle.

The depreciated value at the end of the term of this lease will be \$0.00. The depreciated value is arrived at by deducting the depreciation per month, as stated on the Schedule "A", for each month for the term of the lease, from the original value of the vehicle, as also stated in the Schedule "A".

If the Lessee decides to have the Lessor sell the vehicle, the Lessee understands that the lease rate is based on the mileage allowance of *N/A* Open End miles per month. Excess miles will reduce the vehicle's value approximately 0.00 per mile. The Lessee will receive the difference between the vehicle's depreciated value, less related fees, and the amount the Lessor is able to sell the vehicle for at wholesale in such commercially reasonable manner as Lessor shall determine.

Vehicle:	Unit #	15803
	Description:	2004 Ford Sport Trac XLT
	VIN#	1FMZU67K84UA95911

MEARS MOTOR LIVERY CORP.

Town of Golden Beach

Lessee: _____

By: _____
James C. Hartman, President

By: _____

Name: _____

Title: _____

Witnessed _____

Date: _____

*******Please Sign All Lease Documents in Blue Ink*******

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WWW.MEARSLASING.COM

SCHEDULE "A"

UNIT #	DESCRIPTION AND SERIAL NUMBER	DELIVERY DATE	MILEAGE OUT	MATURITY DATE
15803	2004 Ford Sport Trac XLT White 1FMZU67K84UA95911	01/13/2004	250	01/31/2007

ORIGINAL VALUE	MONTHLY DEPRECIATION OF ORIGINAL VALUE	SECURITY & DAMAGE DEPOSIT	MILEAGE ALLOWANCE PER MONTH	EXCESS MILEAGE CHARGE PER MILE
\$19,340.00 Less \$1,000.00 Cap Cost Reduction	2.777%	\$0.00	N/A Open End	0.00

MONTHLY LEASE CHARGE	MAINTENANCE	SALES TAX	TOTAL LEASE PAYMENT
\$594.67	\$0.00	\$0.00	\$ 594.67

NON-MAINTENANCE:

The Lessee will furnish at his own expense, tire, batteries, repairs and all maintenance unless they are covered by the factory warranty service policy, and agrees that at termination of the lease period all five (5) tires will be the same brand (not necessarily the brand that came on the vehicle), type and size recommended by the manufacturer and have a minimum of 4/32" tread left at the shallowest groove.

This agreement is made this 13th day of January, 2004.

Lessee's Name:

Town of Golden Beach
One Golden Beach Drive
Golden Beach, FL 33160

By: _____
TITLE

PRINTED NAME OF PERSON SIGNING

LESSOR'S NAME: MEARS MOTOR LIVERY CORPORATION

PRESIDENT
JAMES C. HARTMAN TITLE

*****Please Sign All Lease Documents in Blue Ink*****

SCHEDULE "A"

UNIT #	DESCRIPTION AND SERIAL NUMBER	DELIVERY DATE	MILEAGE OUT	MATURITY DATE
15804	2004 Ford Sport Trac XLS White 1FMZU67K14UA95913	01/13/2004	250	01/31/2007

ORIGINAL VALUE	MONTHLY DEPRECIATION OF ORIGINAL VALUE	SECURITY & DAMAGE DEPOSIT	MILEAGE ALLOWANCE PER MONTH	EXCESS MILEAGE CHARGE PER MILE
\$17,150.00 Less \$1,000.00 Cap Cost Reduction	2.777%	\$0.00	N/A Open End	0.00

MONTHLY LEASE CHARGE	MAINTENANCE	SALES TAX	TOTAL LEASE PAYMENT
\$529.03	\$0.00	\$0.00	\$ 529.03

NON-MAINTENANCE:

The Lessee will furnish at his own expense, tire, batteries, repairs and all maintenance unless they are covered by the factory warranty service policy, and agrees that at termination of the lease period all five (5) tires will be the same brand (not necessarily the brand that came on the vehicle), type and size recommended by the manufacturer and have a minimum of 4/32" tread left at the shallowest groove.

This agreement is made this 13th day of January, 2004.

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One Golden Beach Drive
Golden Beach, FL 33160

By: _____
TITLE

PRINTED NAME OF PERSON SIGNING

LESSOR'S NAME: MEARS MOTOR LIVERY CORPORATION

PRESIDENT
JAMES C. HARTMAN TITLE

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SCHEDULE "A"

UNIT #	DESCRIPTION AND SERIAL NUMBER	DELIVERY DATE	MILEAGE OUT	MATURITY DATE
15785	2004 Ford Sport Trac XLS White 1FMZU67KX4UA95912	01/13/2004	250	01/31/2007

ORIGINAL VALUE	MONTHLY DEPRECIATION OF ORIGINAL VALUE	SECURITY & DAMAGE DEPOSIT	MILEAGE ALLOWANCE PER MONTH	EXCESS MILEAGE CHARGE PER MILE
\$17,150.00 Less \$1,000.00 Cap Cost Reduction	2.777%	\$0.00	N/A Open End	0.00

MONTHLY LEASE CHARGE	MAINTENANCE	SALES TAX	TOTAL LEASE PAYMENT
\$529.03	\$0.00	\$0.00	\$ 529.03

NON-MAINTENANCE:

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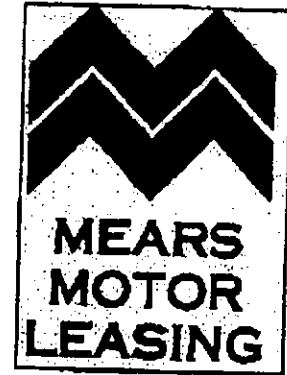
By: _____
TITLE

PRINTED NAME OF PERSON SIGNING

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PRESIDENT
JAMES C. HARTMAN TITLE

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