

**ORDINANCE NO. 2020-002**

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT AS DESCRIBED HEREIN; APPROVING A SCHEDULE OF PROPERTY NO. 2 TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP, AS LESSOR, AND THE CITY, AS LESSEE, FOR THE LEASE PURCHASE, FINANCING OF THE EQUIPMENT; AUTHORIZING CERTAIN OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE; AUTHORIZING THE MAYOR AND CITY CLERK, AS ATTESTING WITNESS, TO EXECUTE THE SCHEDULE OF PROPERTY NO. 2 AND ALL NECESSARY DOCUMENTS ON BEHALF OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR PENALTIES FOR VIOLATIONS HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Hialeah, Florida (the "City") a municipal corporation duly organized and validly existing under the laws of the State of Florida (the "State") is authorized by the laws of the State to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the City and its inhabitants and to enter into contracts with respect thereto; and

**WHEREAS**, the City Council of the City (the "City Council") has determined that a need exists for the acquisition, purchase and financing of certain property consisting of a Pierce

Velocity 100' mid-mount aerial platform fire apparatus and related equipment and attachments (collectively, the "Equipment") as described herein; and

**WHEREAS**, the City has entered into a Master Equipment Lease/Purchase Agreement (the "Agreement") with Banc of America Public Capital Corp (or one of its affiliates), as lessor (the "Lessor") dated as of June 29, 2018;

**WHEREAS**, in order to acquire such Equipment, the City proposes to enter into Schedule of Property No. 2 to the Agreement (the "Schedule"), substantially in the proposed form attached hereto as Exhibit A; and

**WHEREAS**, the City Council deems it for the benefit of the City and for the efficient and effective administration thereof to enter into the Financing Documents (as hereinafter described) for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA:

**Section 1: Authority for Ordinance.**

This Ordinance is enacted pursuant to the provisions of Chapter 166, Florida Statutes, the City Charter, Ordinance No. 2018-052 enacted on June 26, 2018 and other applicable provisions of law (collectively, the "Act"). The City has ascertained and hereby determined that enactment of this Ordinance is necessary to carry out the powers, purposes and duties expressly provided in the Act, that each and every matter and thing as to which provision is made herein is necessary in order to carry out and effectuate the purposes of the City in accordance with the Act and to carry out and effectuate the plan and purpose of the Act, and that the powers of the City herein

exercised are in each case exercised in accordance with the provisions of the Act and in furtherance of the purposes of the City.

**Section 2: Findings.**

It is hereby ascertained, determined and declared that:

A. The WHEREAS clauses recited above are hereby incorporated herein as a part of this Ordinance.

B. The City solicited proposals from qualified financial institutions pursuant to a Request for Proposal Equipment Lease and received nine proposals in response.

C. The Lessor's offer at the terms set forth in its proposal dated November 15, 2019 (the "Proposal") is the highest ranked proposal providing the best overall value to the City.

D. The terms of the Proposal, the Agreement and the Schedule are in the best interests of the City for the acquisition, purchase, financing and leasing of the Equipment.

E. The costs associated with the execution and delivery of the Financing Documents shall be deemed to include legal fees and expenses, financial advisory fees and expenses, and such other expenses as may be necessary or incidental for the lease-purchase financing herein authorized.

**Section 3: Approval of Financing Documents.**

A. The form, terms and provisions of the Schedule are hereby approved in substantially the form attached hereto as Exhibit A, with such insertions, omissions and changes as shall be approved by the Mayor executing the same, the execution of such documents being conclusive evidence of such approval. The Mayor, and the City Clerk, as attesting witness, are hereby authorized and directed to sign and deliver on behalf of the City the Schedule under which a separate Lease (as hereinafter described, and as defined in the Agreement) is created, the

Escrow Agreement by and among the City, the Lessor and Bank of America, National Association, as escrow agent (the "Escrow Agreement"), and any related closing documents, certificates and exhibits attached to the Agreement, the Schedule and the Escrow Agreement, if and when required (collectively, the "Financing Documents"); *provided, however*, that, without further authorization from the City, (a) the aggregate principal component of Rental Payments under the Lease related to the Equipment (the "Lease") entered into pursuant to the Schedule shall not exceed \$1,500,000; (b) the maximum term under the Lease shall not exceed ten years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under the Lease shall not exceed 1.9847% per annum. The Mayor may sign and deliver the Financing Documents, to the Lessor on behalf of the City pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the City up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of ten (10) years from the date hereof during which the Mayor is authorized to sign and deliver the Financing Documents pursuant to the Agreement on the terms and conditions herein provided and to be provided in the Lease.

B. Prior to the execution and delivery of the Financing Documents, the City shall receive a Disclosure Letter from the Lessor containing the information required by Section 218.385, Florida Statutes, as amended, a form of which is attached hereto as Exhibit B.

**Section 4: Authorizations.**

The Mayor, the City Clerk, the City Attorney or the Finance Director, and such other officials and employees of the City as may be designated by the City, are each designated as agents of the City in connection with the issuance and delivery of the Financing Documents and

are authorized and empowered, collectively or individually, to take all actions and steps and to execute all instruments, documents, and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Financing Documents, and which are specifically authorized or are not inconsistent with the terms and provisions of this Ordinance.

**Section 5: City Officials Exempt from Personal Liability.**

No recourse under or upon any obligation, covenant or agreement of this Ordinance or the Financing Documents or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council, the Mayor, the City Clerk, the City Attorney or the Finance Director of the City, as such, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council, the Mayor, the City Clerk, the City Attorney or the Finance Director of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Ordinance or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Council, the Mayor, the City Clerk, the City Attorney or the Finance Director of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Ordinance and the Financing Documents on the part of the City.

**Section 6: Applicable Provisions of Law.**

This Ordinance shall be governed by and construed in accordance with the laws of the State.

**Section 7: Rules of Interpretation.**

Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Ordinance and not solely to the particular portion in which any such word is used.

**Section 8: Impairment of Contract.**

The City covenants with the Lessor that the City will not, without the written consent of the Lessor, enact any ordinance or adopt any resolution which repeals, impairs or amends, in any manner adverse to the Lessor, the rights granted to the Lessor hereunder.

**Section 9: Captions.**

The captions and headings in this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Ordinance.

**Section 10: No Third Party Beneficiaries.**

Except such other persons as may be expressly described in this Ordinance or in the Financing Documents, nothing in this Ordinance or in the Financing Documents, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the Lessor, any right, remedy or claim, legal or equitable, under and by reason of this Ordinance, or any provision thereof, of the Financing Documents, all provisions thereof, being intended to be and being for the sole and exclusive benefit of the City and the Lessor.

**Section 11: Repeal of Ordinances in Conflict.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 12: Penalties.**

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed \$500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

**Section 13: Severability Clause.**

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

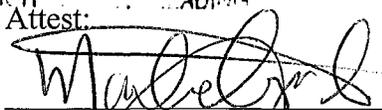
**Section 14: Effective Date.**

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 14 day of January, 2020.

THE FOREGOING ORDINANCE  
OF THE CITY OF HIALEAH WAS  
PUBLISHED IN ACCORDANCE  
WITH THE PROVISIONS OF  
FLORIDA STATUTES  
SECTION 218.30(1)  
PUBLISHED IN ACCORDANCE WITH  
SECTION 218.30(1)

  
Paul B. Hernandez  
Council President

Attest:  
  
Marbelys Fatjo, City Clerk

Approved on this 15 day of January, 2020.

  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:  
  
Lorena E. Bravo, City Attorney

Ordinance was adopted by a 7-0 vote with Councilmembers, Tundidor, Zogby, Hernandez, Garcia-Roves, De La Rosa, Perez and Cue-Fuente voting "Yes".

**EXHIBIT A**

**FORM OF SCHEDULE OF PROPERTY NO. 2**

**EXHIBIT B**

**FORM OF DISCLOSURE LETTER**

The undersigned, as lessor (the "Lessor"), proposes to negotiate with the City of Hialeah, Florida (the "Lessee") for the execution and delivery of Schedule of Property No. 2 (the "Schedule") to Master Equipment Lease/Purchase Agreement dated as of June 29, 2018, by and between the Lessee and Lessor. Prior to the execution and delivery of the Schedule, 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 in connection with the execution and delivery of the Schedule (any such fees and expenses to be paid by the Lessee):

Foley & Lardner LLP, Counsel to Lessor, \$-0-

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 Schedule 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 purchase of the Lessor.

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 Schedule is being executed and delivered to finance the acquisition and installation of Equipment as such term is defined in the Schedule.

The Schedule is payable from non-ad valorem revenues of the Lessee, in the manner and to the extent described in the Schedule. Execution and delivery of the Lease is estimated to result in a maximum of \$\_\_\_\_\_ of revenues of the Lessee not being available to finance the services of the Lessee in each year during the life of the Schedule.

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

Banc of America Public Capital Corp  
555 California Street, 4<sup>th</sup> Floor  
San Francisco, California 94104  
Attention: Contract Administration

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lessor this \_\_ day of \_\_\_\_\_, 2020.

BANC OF AMERICA PUBLIC CAPITAL CORP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**FORM OF SCHEDULE OF PROPERTY NO. 2**

SCHEDULE OF PROPERTY NO. 2

Re: Master Equipment Lease/Purchase Agreement, dated as of June 29, 2018, between Banc of America Public Capital Corp, as Lessor, and the City of Hialeah, Florida, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment.* For purposes of the Lease created hereby, the equipment included under this Schedule consists of a Pierce Velocity 100' mid-mount aerial platform fire apparatus and related equipment and attachments together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement and as specified in that certain Equipment Proposal, dated October 16, 2019 by and between Lessee and Ten-8 Fire Equipment, Inc. (collectively, the "*Equipment*").

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit A* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Lease pursuant to Ordinance No. 2018-052, approved on June 26, 2018 and Ordinance No. 2020-\_\_\_ approved on January \_\_\_\_, 2020; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent for deposit into the Escrow Fund in connection with this Schedule is \$\_\_\_\_\_ (such amount representing the total Equipment Costs financed by the Lease created hereby (\$\_\_\_) less \$\_\_\_ to be paid by Lessor to Lessee for certain costs of issuance. It is expected that by eighteen (18) months from the date of this Schedule, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before eighteen (18) months from the date of this Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the eighteenth (18<sup>th</sup>) month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and ten consecutive Renewal Terms, with the final Renewal Term ending on October 16, 2029, subject to earlier termination pursuant to the Agreement.

9. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is April 15, 2025.

10. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 1.9847% per annum. The Taxable Rate for this Schedule is 2.5331% per annum.

11. *SEC Disclosure.* In the event that Lessee publicly files or submits or permits the filing or submission of the Agreement, any Lease, including this Lease, or any Escrow Agreement, or any information relating thereto (including, but not limited to, any filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system or its successor), Lessee shall redact the following information prior to such filing or submission: address and account information of the Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

*[Remainder of page intentionally left blank; signature page follows]*

Dated: January \_\_\_\_\_, 2020.

LESSOR:  
BANC OF AMERICA PUBLIC CAPITAL CORP  
555 California Street, 4th Floor  
San Francisco, California 94104  
Attention: Contract Administration

LESSEE:  
CITY OF HIALEAH, FLORIDA  
501 Palm Avenue, 4<sup>th</sup> Floor  
Hialeah, Florida 33010  
Attention: Budget Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Carlos Hernandez  
Mayor

Counterpart No. \_\_\_\_\_ of \_\_\_\_\_ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**EXHIBIT A**

**RENTAL PAYMENT SCHEDULE**

[To Come]

## EXHIBIT B

### FORM OF DISCLOSURE LETTER

The undersigned, as lessor (the "Lessor"), proposes to negotiate with the City of Hialeah, Florida (the "Lessee") for the execution and delivery of Schedule of Property No. 2 (the "Schedule") to Master Equipment Lease/Purchase Agreement dated as of June 29, 2018, by and between the Lessee and Lessor. Prior to the execution and delivery of the Schedule, 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 in connection with the execution and delivery of the Schedule (any such fees and expenses to be paid by the Lessee):

Foley & Lardner LLP, Counsel to Lessor, \$-0-

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 Schedule 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 purchase of the Lessor.

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 Schedule is being executed and delivered to finance the acquisition and installation of Equipment as such term is defined in the Schedule.

The Schedule is payable from non-ad valorem revenues of the Lessee, in the manner and to the extent described in the Schedule. Execution and delivery of the Lease is estimated to result in a maximum of \$ \_\_\_\_\_ of revenues of the Lessee not being available to finance the services of the Lessee in each year during the life of the Schedule.

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

Banc of America Public Capital Corp  
555 California Street, 4<sup>th</sup> Floor  
San Francisco, California 94104  
Attention: Contract Administration

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Lessor this \_\_ day of \_\_\_\_\_, 2020.

BANC OF AMERICA PUBLIC CAPITAL CORP

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



SOURCES AND USES OF FUNDS

City of Hialeah, FL - Equipment Lease  
Series 2020

With Item # 4D

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Fire Equipment Lease  
Preliminary Numbers

DEC 10 2019

Winning Bidder: Banc of America Public Capital

Dated Date            01/16/2020  
Delivery Date        01/16/2020

Sources:

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Bond Proceeds:	
Par Amount	1,495,428.00
	<hr/>
	1,495,428.00
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Uses:

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Project Fund Deposits:	
Project Fund	1,457,428.00
Delivery Date Expenses:	
Cost of Issuance	38,000.00
	<hr/>
	1,495,428.00
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BOND SUMMARY STATISTICS

City of Hialeah, FL - Equipment Lease  
Series 2020

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Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Dated Date	01/16/2020
Delivery Date	01/16/2020
First Coupon	04/15/2020
Last Maturity	10/15/2029
Arbitrage Yield	1.984955%
True Interest Cost (TIC)	1.984955%
Net Interest Cost (NIC)	1.984700%
All-In TIC	2.526000%
Average Coupon	1.984700%
Average Life (years)	5.137
Weighted Average Maturity (years)	5.137
Duration of Issue (years)	4.833
Par Amount	1,495,428.00
Bond Proceeds	1,495,428.00
Total Interest	152,461.06
Net Interest	152,461.06
Total Debt Service	1,647,889.06
Maximum Annual Debt Service	164,788.91
Average Annual Debt Service	169,062.43
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,495,428.00	100.000	1.985%	5.137	714.21
	1,495,428.00			5.137	714.21

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,495,428.00	1,495,428.00	1,495,428.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-38,000.00	
- Other Amounts			
Target Value	1,495,428.00	1,457,428.00	1,495,428.00
Target Date	01/16/2020	01/16/2020	01/16/2020
Yield	1.984955%	2.526000%	1.984955%

BOND DEBT SERVICE

City of Hialeah, FL - Equipment Lease  
Series 2020

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Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Period Ending	Principal	Coupon	Interest	Debt Service
10/15/2020	143,356.36	1.9847%	21,432.55	164,788.91
10/15/2021	138,638.83	1.9847%	26,150.07	164,788.90
10/15/2022	141,404.05	1.9847%	23,384.85	164,788.90
10/15/2023	144,224.42	1.9847%	20,564.49	164,788.91
10/15/2024	147,101.05	1.9847%	17,687.86	164,788.91
10/15/2025	150,035.04	1.9847%	14,753.86	164,788.90
10/15/2026	153,027.57	1.9847%	11,761.34	164,788.91
10/15/2027	156,079.78	1.9847%	8,709.13	164,788.91
10/15/2028	159,192.86	1.9847%	5,596.04	164,788.90
10/15/2029	162,368.04	1.9847%	2,420.87	164,788.91
	1,495,428.00		152,461.06	1,647,889.06



BOND DEBT SERVICE

City of Hialeah, FL - Equipment Lease  
Series 2020

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Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2020	75,056.96	1.9847%	7,337.50	82,394.46	
10/15/2020	68,299.40	1.9847%	14,095.05	82,394.45	164,788.91
04/15/2021	68,977.17	1.9847%	13,417.28	82,394.45	
10/15/2021	69,661.66	1.9847%	12,732.79	82,394.45	164,788.90
04/15/2022	70,352.95	1.9847%	12,041.50	82,394.45	
10/15/2022	71,051.10	1.9847%	11,343.35	82,394.45	164,788.90
04/15/2023	71,756.17	1.9847%	10,638.28	82,394.45	
10/15/2023	72,468.25	1.9847%	9,926.21	82,394.46	164,788.91
04/15/2024	73,187.39	1.9847%	9,207.07	82,394.46	
10/15/2024	73,913.66	1.9847%	8,480.79	82,394.45	164,788.91
04/15/2025	74,647.14	1.9847%	7,747.31	82,394.45	
10/15/2025	75,387.90	1.9847%	7,006.55	82,394.45	164,788.90
04/15/2026	76,136.02	1.9847%	6,258.44	82,394.46	
10/15/2026	76,891.55	1.9847%	5,502.90	82,394.45	164,788.91
04/15/2027	77,654.59	1.9847%	4,739.87	82,394.46	
10/15/2027	78,425.19	1.9847%	3,969.26	82,394.45	164,788.91
04/15/2028	79,203.44	1.9847%	3,191.01	82,394.45	
10/15/2028	79,989.42	1.9847%	2,405.03	82,394.45	164,788.90
04/15/2029	80,783.19	1.9847%	1,611.26	82,394.45	
10/15/2029	81,584.85	1.9847%	809.61	82,394.46	164,788.91
	1,495,428.00		152,461.06	1,647,889.06	1,647,889.06

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COST OF ISSUANCE

City of Hialeah, FL - Equipment Lease  
Series 2020

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Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Cost of Issuance	\$/1000	Amount
Bond Counsel	10.03057	15,000.00
Financial Advisor	10.03057	15,000.00
Professional Expenses	2.00611	3,000.00
Miscellaneous	3.34352	5,000.00
	25.41079	38,000.00



FORM 8038 STATISTICS

City of Hialeah, FL - Equipment Lease  
Series 2020

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Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Dated Date 01/16/2020  
Delivery Date 01/16/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	04/15/2020	75,056.96	1.985%	100.000	75,056.96	75,056.96
	10/15/2020	68,299.40	1.985%	100.000	68,299.40	68,299.40
	04/15/2021	68,977.17	1.985%	100.000	68,977.17	68,977.17
	10/15/2021	69,661.66	1.985%	100.000	69,661.66	69,661.66
	04/15/2022	70,352.95	1.985%	100.000	70,352.95	70,352.95
	10/15/2022	71,051.10	1.985%	100.000	71,051.10	71,051.10
	04/15/2023	71,756.17	1.985%	100.000	71,756.17	71,756.17
	10/15/2023	72,468.25	1.985%	100.000	72,468.25	72,468.25
	04/15/2024	73,187.39	1.985%	100.000	73,187.39	73,187.39
	10/15/2024	73,913.66	1.985%	100.000	73,913.66	73,913.66
	04/15/2025	74,647.14	1.985%	100.000	74,647.14	74,647.14
	10/15/2025	75,387.90	1.985%	100.000	75,387.90	75,387.90
	04/15/2026	76,136.02	1.985%	100.000	76,136.02	76,136.02
	10/15/2026	76,891.55	1.985%	100.000	76,891.55	76,891.55
	04/15/2027	77,654.59	1.985%	100.000	77,654.59	77,654.59
	10/15/2027	78,425.19	1.985%	100.000	78,425.19	78,425.19
	04/15/2028	79,203.44	1.985%	100.000	79,203.44	79,203.44
	10/15/2028	79,989.42	1.985%	100.000	79,989.42	79,989.42
	04/15/2029	80,783.19	1.985%	100.000	80,783.19	80,783.19
	10/15/2029	81,584.85	1.985%	100.000	81,584.85	81,584.85
		1,495,428.00			1,495,428.00	1,495,428.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/15/2029	1.985%	81,584.85	81,584.85		
Entire Issue			1,495,428.00	1,495,428.00	5.1369	1.9850%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	38,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00

**Distribution List  
City of Hialeah, Florida  
Fire Equipment Lease  
Series 2020**

Distribution List  
November 25, 2019

**City of Hialeah**

501 Palm Avenue, 4th Floor  
Hialeah, FL 33010

Ines Beecher  
Budget Director

Tel (305) 883-5931  
Email: [ibeecher@hialeahfl.gov](mailto:ibeecher@hialeahfl.gov)

Lorena Bravo  
City Attorney

Tel (305) 883-5930  
Email: [lbravo@hialeahfl.gov](mailto:lbravo@hialeahfl.gov)

**Special Tax Counsel**

**Bryant Miller Olive**

1 SE 3rd Avenue  
Suite 2200  
Miami, FL 33131

JoLinda Herring

Tel: (305) 374-7349  
Fax: (305) 374-0895  
Email: [jherring@bmlaw.com](mailto:jherring@bmlaw.com)

**Financial Advisor**

**PFM Financial Advisors LLC**

2222 Ponce de Leon Blvd, 3rd Floor  
Coral Gables, FL 33134

Sergio Masvidal

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Email: [masvidals@pfm.com](mailto:masvidals@pfm.com)

Pete Varona

Tel: (786) 671-7481  
Email: [varonap@pfm.com](mailto:varonap@pfm.com)

**Loan Provider**

**Banc of America Public Capital Corp**

1111 E Main St  
Richmond, Va 23219-3500

Chuck Maguire

Tel: (804) 788-3345  
Email: [charles.maguire@baml.com](mailto:charles.maguire@baml.com)

16900 Chesterfield Airport Road  
Chesterfield, MO 63005

Lisa Coggi

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Email: [lisa.a.coggi@baml.com](mailto:lisa.a.coggi@baml.com)

Jennifer Schlosser

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**Distribution List  
City of Hialeah, Florida  
Fire Equipment Lease  
Series 2020**

Distribution List  
November 25, 2019

**Purchaser Counsel**  
**Foley & Lardner LLP**  
One Independent Drive Suite 1300  
Jacksonville, FL 32202

Emily Magee

Phone: (904) 359-8735  
Email: [Emagee@foley.com](mailto:Emagee@foley.com)

Drew Moore

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**Distribution List  
City of Hialeah, Florida  
Fire Equipment Lease  
Series 2020**

**Distribution List**  
November 25, 2019

**Email Distribution List:**

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[lisa.a.coggi@baml.com](mailto:lisa.a.coggi@baml.com)



November 18, 2019

## Memorandum

**To:** City of Hialeah, Florida ("City")  
**From:** PFM Financial Advisors, LLC ("PFM")  
**Re:** Equipment Lease Proposal Results and Recommendation

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The purpose of this memorandum is to summarize the City's request for an equipment lease and subsequent proposals received, as well as provide PFM's recommendation for the most attractive proposal. On October 31, 2019, the City and PFM (on behalf of the City) requested proposals from lease financing firms for an equipment lease that would provide for the leasing of equipment for the City's fire department. The total estimated cost of the equipment to be purchased is approximately \$1.5 million, including issuance costs. Under the terms of the proposed lease agreement the City would own the equipment at the end of the lease term.

The request for equipment lease was circulated to a total of over 50 firms, composed primarily of financial institutions and equipment lease providers. On November 15, 2019, nine (9) proposals were received from the following firms:

- Banc of America Public Capital Corp ("Bank of America")
- BB&T
- BciCapital, Inc.
- BMO Harris
- JP Morgan Chase ("JP Morgan")
- Key Governmental Finance
- Signature Public Funding
- SunTrust (STEFL)
- US Bank Leasing & Finance

Proposers all provided for an upfront escrow structure, where the lending institution would fund the escrow at the outset and distribute funding to the City at closing. PFM's recommendation is primarily based on the best financial terms (rate quoted); however, we also reviewed other terms to highlight any onerous or non-standard provisions that may have been included. In our review we found that all of the proposals included language customary for this type of transaction.

As noted in the attached summary matrix, Bank of America provided the lowest fixed rates on the equipment lease. Other proposals generally provided for higher interest rates without any compensating benefit. Bank of America's proposal provided fixed funding costs for the draw at closing - thus, any interest rate movement between now and closing would not affect the City's draw if using the Bank of America proposal. Bank of America also provided for prepayment of the equipment lease at par after the first half of the term has expired. The City does not anticipate prepaying the equipment lease during the first half of the term, so this provision works well for the financing.

PFM's review of the proposals indicates that Bank of America provided the most attractive proposal for the equipment lease program. The rates proposed by Bank of America were the lowest proposed, and have the benefit of being locked-in through the closing of the lease. We expect that Bank of America will utilize the prior lease documents executed with the City back in June 2018 for the City's radio infrastructure. PFM is comfortable with the terms and provisions generally provided in these lease documents, and has also provided them to the City's Bond Counsel for review. In conclusion, our review of the proposals and determination that Bank of America provided a favorable response should be considered as an independent review from PFM, and this memorandum and accompanying summary matrix may be used by the City in a selection committee process if needed. Please feel free to contact us with any questions or comments.

City of Hialeah - 2019 Equipment Lease  
RFP Summary

Proposer	Bank of America	BB&T	BCI
<b>Proposed Structure</b>	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement
<b>Term</b>	10 Years	10 Years	10 Years
<b>Security</b>	Lessor will be secured by the obligation of the Lessee to pay the lease payments subject to annual appropriation of funds by Lessee.	Not provided - Appropriation assumed	covenant to budget and appropriate non-ad valorem funds
<b>Interest Rates</b>	Fixed Rate Term Loan: 1.9847%	Fixed Rate Term Loan: 2.26%	Fixed Rate Term Loan: 2.35%
<b>Calculation</b>	None provided	None provided	None provided
<b>Rate Locked to Closing, or Date to be set</b>	Rate locked through December 12, 2019, subject to calculation above thereafter	Rate locked through December 15, 2019	Rate locked
<b>Prepayment Penalty</b>	Pre-payable during second half of term at par	Prepayable after 5 years at par, 1% penalty before that	Pre-payable after two years at par
<b>Legal/Other Fees</b>	-	-	-
<b>Amount</b>	\$1,500,000	\$1,500,000	\$1,500,000

City of Hialeah - 2019 Equipment Lease  
RFP Summary

Proposer	BMO Harris	JP Morgan Chase	Key
<b>Proposed Structure</b>	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement
<b>Term</b>	10 Years	10 Years	10 Years
<b>Security</b>	Lessee's payment obligation shall be subject to annual appropriation	This Agreement shall be subject to appropriation, with documentation within the Agreement requiring appropriation for payment of all lease schedules or none at all.	Contractual obligation of the Lessee to make semi-annual payments of interest and principal, subject to annual appropriation
<b>Interest Rates</b>	Fixed Rate Term Loan: 2.47%	Fixed Rate Term Loan: 2.20%	Fixed Rate Term Loan: 2.16%
<b>Calculation</b>	5 Year Swap + 1.60%	5-Year Swap = (1.598% * 79%) + 0.93758% = 2.20%	KeyCorp cost of funds index for 63 months + 30-day rate lock premium
<b>Rate Locked to Closing, or Date to be set</b>	Rate to be calculated prior to closing date	Indicative rate is as of November 14, 2019 and subject to change (rate to be set 3 days prior to closing)	Rate locked through December 22, 2019
<b>Prepayment Penalty</b>	Not provided	Prepayable in whole but not in part, with make-whole fee	Prepayable in whole, but not in part, on any payment date without penalty or premium
<b>Legal/Other Fees</b>	-	-	
<b>Amount</b>	\$1,500,000	\$1,500,000	\$1,500,000

City of Hialeah - 2019 Equipment Lease  
RFP Summary

Proposer	Signature	SunTrust (STEFL)	US Bank Leasing & Finance
<b>Proposed Structure</b>	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement	Fully Amortizing, Tax-Exempt Municipal Lease/Purchase Agreement
<b>Term</b>	10 Years	10 Years	10 Years
<b>Security</b>	Lessor will be secured by the obligation of the Lessee to pay the lease payments subject to annual appropriation of funds by Lessee, or alternatively, can do a tax-exempt loan with CB&A security.	Security interest in the property	Secured by a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues
<b>Interest Rates</b>	Fixed Rate Term Loan: 2.25%	Fixed Rate Term Loan: 2.347%	Fixed Rate Term Loan: 2.31%
<b>Calculation</b>	Swap Rate	Based on 2 Year Swap Rate	None provided
<b>Rate Locked to Closing, or Date to be set</b>	Rate locked through December 15, 2019	Rate locked through December 31, 2019, but only locked upon award	Rates are locked until January 7, 2020
<b>Prepayment Penalty</b>	Prepayment in its entirety on any scheduled payment date at 101% of the outstanding balance through October 15, 2024, or at par thereafter	Prepayment in whole or in part after year 1 at 103%, year 2 at 102%, and year 3 at 101%	Permitted after 13 months on any payment date at the lower of a standard make whole provision or 103% of outstanding balance
<b>Legal/Other Fees</b>	-	Documentation Fee of \$250 per schedule	
<b>Amount</b>	\$1,500,000	\$1,500,000	\$1,500,000



Charles T. Maguire  
Senior Vice President

Government Finance Group  
1111 E. Main Street, 18<sup>th</sup> FL. VA2-300-18-02  
Richmond, VA 23219  
T 804.489.5044 F 804.262.8344 M 804.432.9572  
Charles.maguire@BofA.com

November 15, 2019

Ines Beecher  
City of Hialeah, Florida

Dear Ines,

Banc of America Public Capital Corp (“BAPCC”) is pleased to submit to you (“Lessee”) the lease financing proposal (the “Proposed Transaction”) described in the attached Summary of Terms and Conditions (the “Term Sheet”).

**In order to save time and expenses for the City, we are recommended we document this as a schedule to the Master Lease we executed with the City in June 2018.**

This letter and the Term Sheet (collectively, the “Proposal” or “Proposal Letter”) include only a brief description of the principal terms of the Proposed Transaction, and are intended for discussion purposes only. This Proposal Letter is not intended to and does not create any binding legal obligation on the part of either party. BAPCC will not be obligated to provide any financing until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of this Proposal Letter shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this Proposed Transaction.

This Proposal must be accepted on or before **November 22, 2019** in order for BAPCC to proceed with its consideration of the Proposed Transaction. To accept this proposal, please sign the enclosed copy of this letter and return it, by no later than November 22, 2019 to:

**Banc of America Public Capital Corp  
1111 E. Main Street, 18<sup>th</sup> Floor  
Richmond, VA 23832  
P – 804-489-5044  
F – 804-262-8344**

We appreciate this opportunity to present Bank of America.

Very truly yours,

*Charles T. Maguire*

Charles T. Maguire  
Senior Vice President

“Bank of America” is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as “advice” with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. © 2019 Bank of America Corporation. All rights reserved.

The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America, National Association, and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

**City of Hialeah, Florida**

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

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

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

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

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

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

*This proposal is submitted in response to your Request for Proposal for a Lease Purchase agreement. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).*

*The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.*

*In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.*

*The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.*

## SUMMARY OF TERMS AND CONDITIONS

**Date:** November 15, 2019

**Lessee:** City of Hialeah, FL.

**Lessor:** Banc of America Public Capital Corp ("BAPCC") or its assignee or designee

**Equipment:** Misc. equipment and vehicles per RFP, subject to essential use requirements.

**Structure:** The Lease will be structured as either a **NON-BANK QUALIFIED TAX-EXEMPT** transaction. This is a lease intended as security transaction; all tax benefits will remain with Lessee; the lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.

**Term:** 10 years.

**Maximum Funding:** Not to exceed \$1,500,000.

**Rate:** 1.9847%

*The current rates are locked until December 12, 2019, and will be honored so long as the transaction is funded before such date. After December 12, 2019, Lessor may adjust the rate upward depending on changes in interest rates between December 12, 2019, and the date the final pricing is determined.*

In order to lock the rate, the Lessee must notify (email is fine) BAPCC of acceptance of the rates within 7 business days from the issuance of this proposal.

**Payments:** Payments will be in accordance with the attached amortization schedule. Please note if alternative payment frequencies (i.e. quarterly, semiannual or annual) or changes to the principal amounts due on each payment date are requested, this may be accommodated but any changes to the average life may also impact the rate quoted herein.

**Insurance:** Lessee may be required to provide, at its expense, casualty insurance (with such deductibles as Lessor may approve) Lessor has the ability, if necessary, to obtain and provide any insurance certificate required.

**Prepayment:** Half term black out followed by prepayment at par with no penalty.

**Expenses:** Lessee and Lessor will each be responsible for their own legal and closing costs.

**Escrow Account:** *Lessee may deposit*, subject to compliance with applicable regulations under the Internal Revenue Code, including, but not limited to arbitrage regulations, the proceeds of the Lease in an escrow arrangement acceptable to Lessor for a term not to exceed 3 years, and disbursements made therefrom to pay for the Project upon the execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor.

**Governmental Entity Lease:** The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status.

*The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.*

## **Non-Appropriation**

**Termination:** Lessee affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Lessee will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

**Documents:** Lease documents in form and substance satisfactory to Lessor and its local counsel must be executed and delivered. If Lessor requests, Lessee will also furnish duly executed landlord and mortgage waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.

## **Conditions**

**Precedent:** If the vendor is receiving advance payments from the loan proceeds prior to delivery, then BAPCC will receive a payment and performance bond from the manufacturer; also, BAPCC will take assignment of the vendor contract which is to be reviewed by our legal department.

## **Private**

**Placement:** The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

**SEC Disclosure:** Lessee acknowledges and agrees that, if, in connection with its efforts to comply with the requirements of SEC Rule 15c2-12(b)(5) of the Securities and Exchange Act of 1934, Lessee decides to file any documentation related to the proposed transaction to EMMA (the "Disclosed Documents"), such Disclosed Documents shall be filed with redactions that will be mutually agreed upon by the parties to ensure that there is no confidential information of Lessor included in the posted documents (i.e. account information, names of signatories).

## **USA Patriot Act**

**Compliance:** The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

## **Credit Due**

**Diligence:** In order to complete its credit due diligence, Banc of America Public Capital Corp Credit Administration will need you to provide:

- Three years of most recent audited financial statements;
- Most recent fiscal year's Budget
- Insurance Certificate

*The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.*

**AMORTIZATION**

date	funding	payment	interest	principal	balance
-----	-----	-----	-----	-----	-----
12/12/2019	\$ 1,500,000.00				\$ 1,500,000.00
4/15/2020		\$ 82,800.52	\$ 10,171.59	\$ 72,628.93	\$ 1,427,371.07
10/15/2020		\$ 82,800.52	\$ 14,164.52	\$ 68,636.00	\$ 1,358,735.07
4/15/2021		\$ 82,800.52	\$ 13,483.41	\$ 69,317.11	\$ 1,289,417.96
10/15/2021		\$ 82,800.52	\$ 12,795.54	\$ 70,004.98	\$ 1,219,412.99
4/15/2022		\$ 82,800.52	\$ 12,100.85	\$ 70,699.67	\$ 1,148,713.31
10/15/2022		\$ 82,800.52	\$ 11,399.26	\$ 71,401.26	\$ 1,077,312.05
4/15/2023		\$ 82,800.52	\$ 10,690.71	\$ 72,109.81	\$ 1,005,202.24
10/15/2023		\$ 82,800.52	\$ 9,975.13	\$ 72,825.39	\$ 932,376.85
4/15/2024		\$ 82,800.52	\$ 9,252.44	\$ 73,548.08	\$ 858,828.78
10/15/2024		\$ 82,800.52	\$ 8,522.59	\$ 74,277.93	\$ 784,550.85
4/15/2025		\$ 82,800.52	\$ 7,785.49	\$ 75,015.03	\$ 709,535.82
10/15/2025		\$ 82,800.52	\$ 7,041.08	\$ 75,759.44	\$ 633,776.38
4/15/2026		\$ 82,800.52	\$ 6,289.28	\$ 76,511.24	\$ 557,265.14
10/15/2026		\$ 82,800.52	\$ 5,530.02	\$ 77,270.50	\$ 479,994.64
4/15/2027		\$ 82,800.52	\$ 4,763.23	\$ 78,037.29	\$ 401,957.35
10/15/2027		\$ 82,800.52	\$ 3,988.83	\$ 78,811.69	\$ 323,145.66
4/15/2028		\$ 82,800.52	\$ 3,206.74	\$ 79,593.78	\$ 243,551.87
10/15/2028		\$ 82,800.52	\$ 2,416.89	\$ 80,383.63	\$ 163,168.24
4/15/2029		\$ 82,800.52	\$ 1,619.20	\$ 81,181.32	\$ 81,986.92
10/15/2029		\$ 82,800.52	\$ 813.60	\$ 81,986.92	\$ (0.00)
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	\$ 1,500,000.00	\$ 1,656,010.40	\$ 156,010.40	\$ 1,500,000.00	

*The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.*

## SOURCES AND USES OF FUNDS

City of Hialeah, FL - Equipment Lease  
Series 2020With Item # 4DFire Equipment Lease  
Preliminary Numbers

DEC 10 2019

Winning Bidder: Banc of America Public Capital

Dated Date 01/16/2020  
Delivery Date 01/16/2020

## Sources:

Bond Proceeds:	
Par Amount	1,495,428.00
<hr/>	
	1,495,428.00
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## Uses:

Project Fund Deposits:	
Project Fund	1,457,428.00
Delivery Date Expenses:	
Cost of Issuance	38,000.00
<hr/>	
	1,495,428.00
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BOND SUMMARY STATISTICS

City of Hialeah, FL - Equipment Lease  
Series 2020

Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Dated Date	01/16/2020
Delivery Date	01/16/2020
First Coupon	04/15/2020
Last Maturity	10/15/2029
Arbitrage Yield	1.984955%
True Interest Cost (TIC)	1.984955%
Net Interest Cost (NIC)	1.984700%
All-In TIC	2.526000%
Average Coupon	1.984700%
Average Life (years)	5.137
Weighted Average Maturity (years)	5.137
Duration of Issue (years)	4.833
Par Amount	1,495,428.00
Bond Proceeds	1,495,428.00
Total Interest	152,461.06
Net Interest	152,461.06
Total Debt Service	1,647,889.06
Maximum Annual Debt Service	164,788.91
Average Annual Debt Service	169,062.43
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,495,428.00	100.000	1.985%	5.137	714.21
	1,495,428.00			5.137	714.21

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,495,428.00	1,495,428.00	1,495,428.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-38,000.00	
- Other Amounts			
Target Value	1,495,428.00	1,457,428.00	1,495,428.00
Target Date	01/16/2020	01/16/2020	01/16/2020
Yield	1.984955%	2.526000%	1.984955%



BOND DEBT SERVICE

City of Hialeah, FL - Equipment Lease  
Series 2020

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Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Period Ending	Principal	Coupon	Interest	Debt Service
10/15/2020	143,356.36	1.9847%	21,432.55	164,788.91
10/15/2021	138,638.83	1.9847%	26,150.07	164,788.90
10/15/2022	141,404.05	1.9847%	23,384.85	164,788.90
10/15/2023	144,224.42	1.9847%	20,564.49	164,788.91
10/15/2024	147,101.05	1.9847%	17,687.86	164,788.91
10/15/2025	150,035.04	1.9847%	14,753.86	164,788.90
10/15/2026	153,027.57	1.9847%	11,761.34	164,788.91
10/15/2027	156,079.78	1.9847%	8,709.13	164,788.91
10/15/2028	159,192.86	1.9847%	5,596.04	164,788.90
10/15/2029	162,368.04	1.9847%	2,420.87	164,788.91
	1,495,428.00		152,461.06	1,647,889.06



BOND DEBT SERVICE

City of Hialeah, FL - Equipment Lease  
Series 2020

Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/15/2020	75,056.96	1.9847%	7,337.50	82,394.46	
10/15/2020	68,299.40	1.9847%	14,095.05	82,394.45	164,788.91
04/15/2021	68,977.17	1.9847%	13,417.28	82,394.45	
10/15/2021	69,661.66	1.9847%	12,732.79	82,394.45	164,788.90
04/15/2022	70,352.95	1.9847%	12,041.50	82,394.45	
10/15/2022	71,051.10	1.9847%	11,343.35	82,394.45	164,788.90
04/15/2023	71,756.17	1.9847%	10,638.28	82,394.45	
10/15/2023	72,468.25	1.9847%	9,926.21	82,394.46	164,788.91
04/15/2024	73,187.39	1.9847%	9,207.07	82,394.46	
10/15/2024	73,913.66	1.9847%	8,480.79	82,394.45	164,788.91
04/15/2025	74,647.14	1.9847%	7,747.31	82,394.45	
10/15/2025	75,387.90	1.9847%	7,006.55	82,394.45	164,788.90
04/15/2026	76,136.02	1.9847%	6,258.44	82,394.46	
10/15/2026	76,891.55	1.9847%	5,502.90	82,394.45	164,788.91
04/15/2027	77,654.59	1.9847%	4,739.87	82,394.46	
10/15/2027	78,425.19	1.9847%	3,969.26	82,394.45	164,788.91
04/15/2028	79,203.44	1.9847%	3,191.01	82,394.45	
10/15/2028	79,989.42	1.9847%	2,405.03	82,394.45	164,788.90
04/15/2029	80,783.19	1.9847%	1,611.26	82,394.45	
10/15/2029	81,584.85	1.9847%	809.61	82,394.46	164,788.91
	1,495,428.00		152,461.06	1,647,889.06	1,647,889.06

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COST OF ISSUANCE

City of Hialeah, FL - Equipment Lease  
Series 2020

Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Cost of Issuance	\$/1000	Amount
Bond Counsel	10.03057	15,000.00
Financial Advisor	10.03057	15,000.00
Professional Expenses	2.00611	3,000.00
Miscellaneous	3.34352	5,000.00
	25.41079	38,000.00



FORM 8038 STATISTICS

City of Hialeah, FL - Equipment Lease  
Series 2020

Fire Equipment Lease  
Preliminary Numbers

Winning Bidder: Banc of America Public Capital

Dated Date 01/16/2020  
Delivery Date 01/16/2020

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	04/15/2020	75,056.96	1.985%	100.000	75,056.96	75,056.96
	10/15/2020	68,299.40	1.985%	100.000	68,299.40	68,299.40
	04/15/2021	68,977.17	1.985%	100.000	68,977.17	68,977.17
	10/15/2021	69,661.66	1.985%	100.000	69,661.66	69,661.66
	04/15/2022	70,352.95	1.985%	100.000	70,352.95	70,352.95
	10/15/2022	71,051.10	1.985%	100.000	71,051.10	71,051.10
	04/15/2023	71,756.17	1.985%	100.000	71,756.17	71,756.17
	10/15/2023	72,468.25	1.985%	100.000	72,468.25	72,468.25
	04/15/2024	73,187.39	1.985%	100.000	73,187.39	73,187.39
	10/15/2024	73,913.66	1.985%	100.000	73,913.66	73,913.66
	04/15/2025	74,647.14	1.985%	100.000	74,647.14	74,647.14
	10/15/2025	75,387.90	1.985%	100.000	75,387.90	75,387.90
	04/15/2026	76,136.02	1.985%	100.000	76,136.02	76,136.02
	10/15/2026	76,891.55	1.985%	100.000	76,891.55	76,891.55
	04/15/2027	77,654.59	1.985%	100.000	77,654.59	77,654.59
	10/15/2027	78,425.19	1.985%	100.000	78,425.19	78,425.19
	04/15/2028	79,203.44	1.985%	100.000	79,203.44	79,203.44
	10/15/2028	79,989.42	1.985%	100.000	79,989.42	79,989.42
	04/15/2029	80,783.19	1.985%	100.000	80,783.19	80,783.19
	10/15/2029	81,584.85	1.985%	100.000	81,584.85	81,584.85
		1,495,428.00			1,495,428.00	1,495,428.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	10/15/2029	1.985%	81,584.85	81,584.85		
Entire Issue			1,495,428.00	1,495,428.00	5.1369	1.9850%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	38,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00