RESOLUTION 26-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA AUTHORIZING THE LEASE-PURCHASE FINANCING OF THE ACQUISITION OF A PIERCE ENFORCER PUMPER AND RELATED EQUIPMENT; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF SCHEDULE NO. 9990007090-03-01-LN005, WITH TRUIST EQUIPMENT FINANCE CORP.; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PROJECT FUND AGREEMENT IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the “City Council”) of the City of Marco Island, Florida (the “City”) has determined that a true and very real need exists for financing the acquisition of a fire vehicle and related equipment, consisting of one (1) Pierce Enforcer Pumper, together with attachment and mounting equipment, (the “Equipment”); and

WHEREAS, the City is a body politic and corporate duly organized and existing as a political subdivision of the State of Florida, and is authorized by the laws of the State of Florida to purchase, acquire and lease personal property for the benefit of the City and its inhabitants and to enter into contracts with respect thereto; and

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

WHEREAS, for the benefit of its inhabitants, the City finds, determines, and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the City and its inhabitants and that the lease-purchase financing of the acquisition of the Equipment satisfies a public purpose; and

WHEREAS, the City received a proposal from Truist Equipment Finance Corp. (the “Lessor”), dated July 28, 2026, for the lease-purchase financing of the acquisition of the Equipment, which proposals set forth terms advantageous to the City; and

WHEREAS, the City intends to apply $350,000 on deposit in the Fire Engine Capital Replacement Fund as a cash down payment toward the acquisition cost of the Equipment, with the remaining balance of such acquisition cost to be financed under Equipment Schedule No. 9990007090-03-01-LN005; and

WHEREAS, by resolution adopted on even date herewith, the City approved a Master Lease/Purchase Agreement with the Lessor (the "Master Lease"); and

WHEREAS, the City now desires to authorize and approve, in connection with the lease-purchase financing of the acquisition of the Equipment, the form of Equipment Schedule No. 9990007090-03-01-LN005, in substantially the form attached hereto as Exhibit A (the "Equipment Schedule" and, together with the Master Lease, the "Lease Agreement"), and the form of Project Fund Agreement by and among the City, the Lessor and Truist Bank as account bank thereunder (in such capacity, the "Account Bank"), in substantially the form included as an exhibit to the Equipment Schedule (collectively, the "Project Fund Agreement," and together with the Lease Agreement, the "Financing Documents"); and

WHEREAS, the obligation of the City to make rental payments under the Lease Agreement is subject to annual appropriation by the City Council, and neither the Lease Agreement nor any Equipment Schedule shall constitute a general obligation or indebtedness of the City within the meaning of any constitutional, statutory or charter limitation, nor shall any holder thereof have the right to compel the exercise of the ad valorem taxing power of the City for the payment thereof; and

WHEREAS, the transaction costs to the City associated with execution and delivery of the Financing Documents include legal and financial advisory fees and expenses and such other expenses as may be necessary or incidental.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARCO ISLAND, FLORIDA AS FOLLOWS:

Section 1: Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the City of Marco Island, Florida, and other applicable provisions of law.

Section 2. Recitals.

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

(B) It serves a public purpose and is in the best interests of the City and its inhabitants to lease-purchase finance the acquisition of 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 City to enter into the Financing Documents upon the satisfaction of the conditions set forth in Section 3(A) hereof.

Section 3. Authorization of the Financing Documents.

(A) The City is hereby authorized to execute and deliver the Financing Documents in an amount not to exceed $679,626 under Equipment Schedule No. 9990007090-03-01-LN005, for the acquisition of the enforcer pumper and related attachment and mounting equipment, with a basic lease term not to exceed ten (10) years from the commencement thereof and a final rental payment date on or before August 1, 2038, and at an initial interest rate of not to exceed 5.00% per annum (subject to adjustment as provided in the Lease Agreement). Subject to compliance with the parameters in the immediately preceding sentence, Schedule No. 9990007090-03-01-LN005 substantially in the form attached hereto as Exhibit A is hereby approved and shall be executed on behalf of the City with the manual signature of the Chairman or, in his or her absence or inability to act, the Vice Chairman or City Manager, or such other person as may be duly authorized by the City Council to act on his or her behalf (the "Chairman"), and shall have impressed thereon the official seal of the City, shall be attested with the manual signature of the City Clerk or assistant or deputy City Clerk, or such other person as may be duly authorized by the City Council of the City to act on his or her behalf (the "City Clerk"), and approved as to form by the manual signature of the City Attorney or assistant City Attorney, or any special counsel appointed by the City Council of the City (the "City Attorney"); and the Chairman, the City Clerk, the City Manager, the Finance Director or such other person as may be duly authorized by the City Manager to act on his or her behalf, and the City Attorney are hereby authorized to so execute, attest and approve and deliver the Financing Documents.

(B) Because of the characteristics of the Financing Documents, prevailing market conditions, and additional savings to be realized from an expeditious execution and delivery of the Financing Documents, it is in the best interest of the City to execute and deliver the Financing Documents in a private negotiated financing transaction. Prior to the execution and delivery of the Financing Documents, the City shall receive from the Lessor (i) a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as Exhibit B, and (ii) an Affidavit of Compliance with Anti-Human Trafficking Laws required by Section 787.06, Florida Statutes, a form of which is attached hereto as Exhibit C.

(C) The execution and delivery of Schedule No. 9990007090-03-01-LN005, and a Project Fund Agreement, is hereby approved. Schedule No. 9990007090-03-01-LN005 shall constitute a separate and independent lease for all purposes, and an event of default or event of non-appropriation with respect to one Equipment Schedule shall not, of itself, constitute an event of default or event of non-appropriation with respect to any other Equipment Schedule entered into pursuant to the Master Lease.

Section 4. Non-Appropriation; Limited Obligation. The obligation of the City to make rental payments and other payments under the Lease Agreement is subject to and dependent upon annual appropriations being made for such purpose by the City Council in its sole discretion. Neither the Lease Agreement, any Equipment Schedule, nor any Project Fund Agreement shall constitute a general obligation, debt or liability of the City, the State of Florida or any political subdivision thereof within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Lessor nor any assignee thereof shall have the right to compel the exercise of the ad valorem taxing power of the City, or taxation in any form on any real or personal property, for the payment of any amounts due thereunder. Nothing contained in this Resolution or in the Financing Documents shall be construed to obligate the City Council to appropriate funds for any fiscal year.

Section 5. Tax Covenants. The City covenants with the Lessor that it shall not use the Equipment in any manner which would cause the portion of the lease payments designated and paid as interest to the Lessor under the Lease Agreement to be or become includable in the gross income of the Lessor for federal income tax purposes. The City covenants with the Lessor that neither the City nor any person under its control or direction will make any use of the Equipment (or amounts deemed to be proceeds under the hereinafter defined Code) in any manner which would cause the Lease Agreement to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations and rules thereunder in effect or proposed (the "Code"), and neither the City nor any other person shall do any act or fail to do any act which would cause the portion of the lease payments designated and paid as interest to the Lessor under the Lease Agreement to become includable in the gross income of the Lessor for federal income tax purposes. The City hereby covenants with the Lessor that it will comply with all provisions of the Code necessary to maintain the exclusion of the interest payment under the Lease Agreement from the gross income of the Lessor for federal income tax purposes, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

Section 6. Designation as Qualified Tax-Exempt Obligations. The City hereby designates the Lease Agreement, including each Equipment Schedule executed and delivered thereunder, as a "qualified tax-exempt obligation" within the meaning of and for purposes of Section 265(b)(3) of the Code. The City represents that it, together with all subordinate entities and all entities that issue obligations on its behalf, has not designated more than $10,000,000 of its obligations as qualified tax-exempt obligations during the current calendar year and reasonably anticipates that the aggregate face amount of all tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) issued by it during the current calendar year will not exceed $10,000,000.

Section 7. Additional Authorizations; No Personal Liability. The Chairman, the City Clerk, the City Manager, the City Attorney, and the Finance Director are hereby authorized and directed to do all acts and things required by them by the provisions of the Financing Documents 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. The Financing Documents may be executed with such changes, insertions and omissions therein as may be approved by the officers executing the same, such approval to be conclusively evidenced by such execution and delivery. No covenant, stipulation, obligation or agreement contained in this Resolution or the Financing Documents shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City in his or her individual capacity, and neither the members of the City Council, nor any person executing the Financing Documents and any related documents shall be liable personally on the Financing Documents or shall be subject to any personal liability or accountability by reason of the execution and delivery of the Financing Documents.

Section 8. Intent To Reimburse. The City hereby expresses its intention that the City be reimbursed from the proceeds of the financing for any costs incurred in connection with the Equipment prior to the execution and delivery of the Financing Documents, all in compliance with the applicable provisions of the Code.

Section 9. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution.

Section 10. 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 Resolution and not solely to the particular portion in which any such word is used.

Section 11. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 12. Repeal of Inconsistent Instruments. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

[Remainder of page intentionally left blank]

<u>Section 13</u>. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed in open and regular session through roll call vote by the City Council of the City of Marco Island, Florida this 17th day of August, 2026.

ATTEST:

CITY OF MARCO ISLAND, FLORIDA

____
Joan A. Taylor, City Clerk

____
Darrin Palumbo, Chairman

Approved as to Form and Legal Sufficiency:

____
Alan L. Gabriel, City Attorney

EXHIBIT A

EQUIPMENT SCHEDULE NO. 9990007090-03-01-LN005
(PUMPER TRUCK)

EQUIPMENT SCHEDULE NO. 9990007090-03-01-LN005
TO MASTER LEASE/PURCHASE AGREEMENT

The following described Equipment comprises an Equipment Group which is the subject of the Master Lease/Purchase Agreement dated as of August ___, 2026 (the "**Agreement**") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms each of its representations, warranties and covenants contained in the Agreement. If any term of this Equipment Schedule conflicts or is inconsistent with any term of the Agreement, the terms of this Equipment Schedule shall govern to the extent of such inconsistency. Lessee warrants that no Event of Nonappropriation and no Event of Default, or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement.

1. Equipment Group. The cost of the Equipment Group to be funded by Lessor under this Lease is $679,626.00 (the "**Lease Amount**"). The Equipment Group consists of the following Equipment which has been or shall be purchased from the Vendor(s) named below for the prices set forth below:

Manufacturer and/or Vendor Name & Invoice No.	Description	Invoice Cost
Pierce Proposal Date: 7/28/2026	One (1) Pierce Enforcer Pumper Truck with Equipment	$679,626.00
	Total Invoice Cost:	$679,626.00

2. Location of Equipment Group. The Equipment Group is or will be located (or, in the case of Equipment constituting vehicles, housed) at the following address(es): 1280 San Marco Road, Marco Island, FL 34145.

3. Lease Date. The Lease Date for this Equipment Schedule is August ___, 2026

4. Payment Schedule. The Payment Schedule is attached to this Equipment Schedule as Exhibit 1.

5. Acceptance Certificate. The form of Acceptance Certificate is attached to this Equipment Schedule as Exhibit 2.

6. Lessee's Certificate. The Lessee's Certificate is attached to this Equipment Schedule as Exhibit 3.

7. Opinion. The opinion of Lessee's counsel is attached to this Equipment Schedule as Exhibit 4.

8. Lease Amount. Lessor shall disburse the Lease Amount into the project fund account established pursuant to the Project Fund Agreement attached hereto as Exhibit 5A.

9. Acquisition Period. The period ending August 31, 2029.

10. Insurance. Solely with respect to this Lease, Lessee may self-insure against the risks described in Sections 7.1(a) and (b) of the Agreement; provided that Lessor may require that Lessee obtain third party insurance for such risks in accordance with the requirements of Article VII of the Agreement if an Event of Default occurs. Lessee shall provide a letter from Lessee's risk manager or insurance consultant in form and substance satisfactory to Lessor.

11. Bank Qualified. Lessee certifies that it has designated this Lease as a qualified tax exempt obligation in accordance with Section 265(b)(3) of the Code, that it has not designated more than $10,000,000 of its obligations as qualified tax exempt obligations in accordance with such Section for the current calendar year and that it reasonably anticipates that the total amount of tax exempt obligations to be issued by Lessee during the current calendar year will not exceed $10,000,000.

EXECUTION PAGE OF SCHEDULE NO. 9990007090-03-01-LN005 TO MASTER LEASE/PURCHASE AGREEMENT

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

CITY OF MARCO ISLAND, FLORIDA,
Lessee

By: ______________________________
Name: Casey Lucius
Title: City Manager

Address:
50 Bald Eagle Drive
Marco Island, FL 34145

Telephone: LesseeContactPhone
Facsimile: LesseeContactFax
E-mail address: LesseeContactEmail

TRUIST EQUIPMENT FINANCE CORP.,
Lessor

By: ______________________________
Name: ______________________________
Title: ______________________________

Address:
P.O. Box 4418
Atlanta, GA 30302

Exhibit 1 to Equipment Schedule No. 9990007090-03-01-LN005
Master Lease/Purchase Agreement dated August ___, 2026

PAYMENT SCHEDULE

Lessee will make the Rental Payments as set forth below for a Lease Term of one hundred twenty (120) months. Rental Payments are due annually as set forth below. Lessee may prepay all of the Rental Payments and other obligations hereunder in whole, but not in part, on each Payment Date**.** The first Payment Date on which Lessee may make such prepayment is August ___, 2027**.**

Payment Number	Payment Date	Rental Payment Amount	Principal	Interest	Outstanding Balance*

Prepayment Price: 101% of the outstanding balance of the Lease after the payment of the Rental Payment due on the applicable Payment Date.

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

City of Marco Island, Florida,
Lessee

By: ______________________________
Name: Casey Lucius, Ph.D.
Title: City Manager

Exhibit 2 to Equipment Schedule No. 9990007090-03-01-LN005
Master Lease/Purchase Agreement dated as of August ___, 2026

ACCEPTANCE CERTIFICATE

TRUIST EQUIPMENT FINANCE CORP.
3333 Peachtree Street, 7th Floor, South Tower
Atlanta, GA 30326

Ladies and Gentlemen:

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

1. The Equipment Group subject to the Equipment Schedule and the Lease has been delivered and installed in its entirety in accordance with the Specifications, is in good working order and is fully operational and has been fully and unconditionally accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices for the Equipment Group.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

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

Date: ________________________

City of Marco Island, Florida,
Lessee

By: ________________________________
Name: Casey Lucius, Ph.D.
Title: City Manager

Exhibit 3 to Equipment Schedule No. 9990007090-03-01-LN005
Master Lease/Purchase Agreement dated as of August ___, 2026

LESSEE'S CERTIFICATE

Capitalized terms used without definition in this Certificate have the meanings given in the Master Lease/Purchase Agreement dated as of August ___, 2026 (the "**Agreement**") between Truist Equipment Finance Corp. and City of Marco Island, Florida. The undersigned, being the duly elected, qualified and acting [enter the title of the person signing the bottom of this Certificate] of Lessee, does hereby certify, as of the Lease Date for the Lease (the "**Lease**") represented by Equipment Schedule No. 9990007090-03-01-LN005 (the "**Equipment Schedule**") to the Agreement, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on [enter the Ordinance Resolution Date], by resolution or ordinance duly enacted, a true and correct copy of which is attached hereto of which is attached hereto, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, Equipment Schedule and each document executed in connection therewith by the authorized representative of Lessee identified below (the "**Authorized Representative**").

2. The name and title of the Authorized Representative(s) is set forth below, and the signature set forth below is the true and authentic signature of the Authorized Representative.

NAME	TITLE	SIGNATURE
Casey Lucius, Ph.D.	City Manager	______________________________

3. The meeting(s) of the governing body of the Lessee at which the Agreement and the Equipment Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Equipment Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement and the Equipment Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body and all applicable open meeting laws; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation has occurred and is continuing of the date hereof with respect to the Lease or any other Lease under the Agreement.

5. The acquisition of the Equipment Group under the Lease has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year under the Lease and to meet its other obligations for the current fiscal year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Equipment Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Equipment Schedule, or the validity of the Agreement or the Equipment Schedule, or the payment of Rental Payments under, the Lease; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Equipment Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Equipment Schedule.

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

By: ______________________________
Name: LesseeAttestationSignatoryName
Title: LesseeAttestationSignatoryTitle

Exhibit 4 to Equipment Schedule No. 9990007090-03-01-LN005
Master Lease/Purchase Agreement dated August ___, 2026

[Place on Counsel's Letterhead]

OPINION OF LESSEE'S COUNSEL

[DATE](must be dated the date of funding)

Truist Equipment Finance Corp.
3333 Peachtree Street, 7th Floor, South Tower
Atlanta, GA 30326

Re: Equipment Schedule No. 9990007090-03-01-LN005 (the "**Equipment Schedule**") to Master Lease/Purchase Agreement dated as of August ___, 2026 (the "**Agreement**") by and between Truist Equipment Finance Corp. ("**Lessor**") and **City of Marco Island, Florida** ("**Lessee**")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Agreement, Equipment Schedule and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and the Equipment Schedule and the Project Fund Agreement among Lessor, Lessee, and Truist Bank (the "**Project Fund Agreement**"). The Agreement and the Equipment Schedule and the Project Fund Agreement are referred to herein as the "**Financing Documents**." The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Financing Documents. Based upon the examination of the Financing Documents and such other documents as we have deemed relevant, it is our opinion, as of the Lease Date specified in the Equipment Schedule, that:

1. Lessee is the State of Florida (the "**State**") or a political subdivision of the State and is duly organized, existing and operating under the Constitution and laws of the State.

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

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

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. Lessee has obtained all consents and approvals of other governmental agencies or authorities which may be required for the execution, delivery and performance by Lessee of the Financing Documents.

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

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

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

Very truly yours,

[Lessee Counsel Firm Name]

Exhibit 5 to Equipment Schedule No. 9990007090-03-01-LN005
Master Lease/Purchase Agreement dated as of August ___, 2026

DISBURSEMENT AUTHORIZATION

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse $679,626.00 as follows:

If by check, Lessee's address: ____

____

____

If by wire transfer, instructions as follows:

Bank Name: Truist Bank

ABA No.: 053101121

Account Number: TBD

Beneficiary Physical Address: ____

Reference: ____

City of Marco Island, Florida

By: ____
Name: Casey Lucius, Ph.D.
Title: City Manager

Dated: ________________

TRUIST EQUIPMENT FINANCE CORP.

PROJECT FUND AGREEMENT

This **PROJECT FUND AGREEMENT** is dated August ___, 2026 (this "**Project Fund Agreement**"), and is by and among the City of Marco Island, a political subdivision of the State of Florida ("**Lessee**"), and Truist Equipment Finance Corp. ("**Lessor**"), and Truist Bank, a North Carolina banking corporation ("**Account Bank**").

RECITALS

Pursuant to the Master Lease/Purchase Agreement dated as of August ___, 2026 (the "**Agreement**") and the Equipment Schedule No. 9990007090-03-01-LN005 thereto (the "**Equipment Schedule**" and together with the Agreement, the "**Lease**"), Lessee has determined to finance the costs of the Equipment (as defined in the Lease) and the parties have determined to deposit the proceeds of the Lease pursuant to this Project Fund Agreement pending the application thereof.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS. In this Project Fund Agreement, the term "Project Costs" means all costs of the design, planning, acquiring, installing and equipping of the Equipment as determined in accordance with generally accepted accounting principles, including (a) sums required to reimburse Lessee or its agents for advances made for any such costs, and (b) all closing costs or other costs related to the financing of the Equipment pursuant to the Lease and all related transactions. In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Agreement.

SECTION 2. PROJECT FUND.

2.1. Project Fund; Control.

(a) On the date hereof (the "**Closing Date**"), Lessor shall deposit $679,626.00 into a special account of Lessee at Account Bank to be designated "2026-LN005 Project Fund" (the "**Project Fund**"). The Project Fund shall be held separate and apart from all other funds or accounts of Lessee. The Project Fund is Lessee's property, but Lessee may withdraw amounts on deposit in the Project Fund only as provided in this Project Fund Agreement and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 2.3 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Lessor to secure Lessee's obligations under the Lease.

(b) This Project Fund Agreement establishes Lessor's control over the Project Fund, and Account Bank agrees that it will comply with instructions originated by Lessor directing the disposition of funds in the Project Fund in accordance with the terms hereof without further consent by Lessee.

(c) Account Bank hereby agrees and confirms to Lessor that, except for this Project Fund Agreement, (i) Account Bank is not, as of the date of this Project Fund Agreement, party to any agreement with any third party pursuant to which Account Bank is obligated to comply with instructions of a third party as to the disposition of funds from the Project Fund, and (ii) for the duration of this Project Fund Agreement Account Bank shall not, without the prior written consent of Lessor, enter into any agreement with any other third party pursuant to which Account Bank is obligated to comply with instructions as to the disposition of funds from the Project Fund Agreement.

(d) The Project Fund remains subject to the applicable deposit account agreement and other agreements and documentation in effect from time to time governing the Project Fund or services provided in connection with the Project Fund (the "**Account Documentation**"), provided that if there is any conflict between the Account Documentation and any provisions of this Agreement, then the provisions of this Project Fund Agreement will control.

2.2. **Requisitions from Project Fund**.

(a) Lessee may withdraw funds from the Project Fund only after authorization from Lessor. Lessor shall authorize the disbursement of funds from the Project Fund only to Lessee and only upon its receipt of one or more written requisitions in the form set forth in Exhibit A attached hereto signed by one of the designated Lessee Representatives named in Exhibit B hereof. Lessee shall submit its signed requisitions in .pdf format by electronic transmission at the email address contained in the requisition form.

(b) Upon receipt of a requisition from Lessee, Lessor shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify Lessee if it does not approve the requisition with the reasons for its disapproval. Lessor has no obligation to make a review and any review by Lessor is only for Lessor's benefit. Lessor shall not unreasonably withhold the payment of any requisition.

(c) Lessor may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. Lessor shall not be liable for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same. Lessor's duties hereunder shall be limited to those specifically provided herein.

(d) For the avoidance of doubt, Section 13.10 of the Agreement is incorporated by reference herein and made a part hereof.

2.3. **Disposition of Project Fund Balance**.

(a) ***Upon Completion***. Promptly upon the earlier of (i) end of the Acquisition Period (as defined in the Equipment Schedule) or the date on which Lessee executes the final Acceptance Certificate for the Equipment, Lessor may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in Section 5.2(c) of the Agreement.

(b) ***Upon Event of Nonappropriation***. Upon the occurrence of an Event of Nonappropriation (as defined in the Agreement), Lessor may withdraw any balance remaining in the Project Fund and apply such amount as provided in Section 3.3 of the Agreement.

(c) ***Upon Event of Default***. Upon the occurrence of an Event of Default, Lessor may withdraw any balance remaining in the Project Fund and apply such amount as provided in Section 12.2(c) of the Agreement.

2.4. **Investment**.

(a) Lessee and Lessor agree that money in the Project Fund will be continuously invested and reinvested at the written direction of Lessee (with the written consent of Lessor) and at no cost to Lessor.

(b) From and after the date that is three (3) years from the Closing Date, Lessee and Lessor agree that money in the Project Fund will not be invested at a "yield," as determined under the Code (as defined in the Agreement), in excess of the "yield" on Lessee's obligations under the Lease, unless Lessee has supplied Lessor with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Rental Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 2.3 hereof.

SECTION 4. ACCOUNT BANK.

(a) Account Bank shall be fully protected in acting on any order, direction, or instruction by Lessor respecting the Project Fund and the funds on deposit therein without making any inquiry whatsoever as to Lessor's right or authority to give such order, direction, or instruction, or as to the application of any funds by Lessor. Account Bank shall have no obligation to follow instructions of Lessor set forth herein or otherwise if Account Bank in good faith believes that it is or may be restricted by law from following Lessor's instructions.

(b) Account Bank shall have no liability to either Lessee or Lessor, or their respective successors and assigns, for any liability, loss, expense, claim, cost, or damage (collectively, "**Loss**") that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Project Fund Agreement, or any transaction or service contemplated by the provisions hereof, other than those Losses that resulted directly from Account Bank's acts or omissions constituting gross negligence or willful misconduct.

(c) In no event shall Account Bank be liable to Lessee or Lessor, or their respective successors and assigns, for any indirect losses, special, consequential, incidental, or punitive damages, or damages for lost business, profits, revenue, goodwill, or anticipated savings, even if Account Bank had been informed of or is otherwise aware of, or could reasonably foresee, the possibility that such damage or loss might arise. Account Bank's obligations hereunder shall be that of a depository Account Bank, and nothing in this Project Fund Agreement shall create custodial or bailee obligations of Account Bank or otherwise create any agency, fiduciary, joint venture or partnership relationship among any of Account Bank, Lessee, and Lessor.

(d) Account Bank shall be entitled to rely, and shall be fully protected in relying, without investigation upon any notice, direction, or instruction believed by Account Bank in good faith to be genuine and correct and to have been signed, sent, or made by the proper person.

(e) Account Bank may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel or experts.

(f) If Account Bank is served with a writ, garnishment, judgment, warrant of attachment, execution, or similar process or any claim of an interest in or against any funds in the Project Fund or that affects or purports to affect the Project Fund (any of the foregoing, a "Court Order"), Account Bank may act in accordance with such Court Order.

(g) If Account Bank is presented with conflicting instructions or claims as to the ownership or control of the Project Fund involving a third party (i.e., other than Lessor and Lessee), Account Bank may refuse to disburse any funds in the Project Fund to any person until all persons claiming an interest consent in writing to a resolution of the dispute, or a court of proper jurisdiction authorizes or directs the payment, or the person with a conflicting claim withdraws the claim in writing. Account Bank may also commence an interpleader or other action to deposit funds with a court for resolution.

(h) To the extent permitted by applicable law, Lessee shall indemnify Account Bank and hold Account Bank harmless from and against any and all Losses (including reasonable attorneys' fees and disbursements) that Account Bank suffers or incurs as a result of, or in any way arising out of or relating to this Project Fund Agreement, other than those Losses that resulted directly from Account Bank's acts or omissions constituting gross negligence or willful misconduct. Notwithstanding anything herein to the contrary, Lessee's obligations under this Section are subject to, and limited by, the provisions of Section 768.28, Florida Statutes, and nothing herein shall be construed as a waiver by Lessee of sovereign immunity or of the limits on liability set forth therein.

(i) Lessor shall indemnify and defend Account Bank and hold Account Bank harmless from and against any and all Losses (including reasonable attorneys' fees and disbursements) that Account Bank suffers or incurs as a result of (i) transferring funds at the direction of Lessor or complying with any other instruction from the Lessor, or (iii) the gross negligence or willful misconduct of Lessor, in each case other than those Losses that resulted directly from Account Bank's acts or omissions constituting gross negligence or willful misconduct.

(j) Account Bank is not liable for any failure or delay in carrying out any of its obligations under this Project Fund Agreement if such failure or delay results from Account Bank acting in accordance with requirements of applicable laws or from acts of God, strike or stoppage of labor, power or equipment failure, disruptions in telecommunications systems or the financial markets, adverse weather conditions, fire or other casualty, civil disturbance, pandemic, action of governmental authorities, or any other causes or circumstances beyond Account Bank's reasonable control. Account Bank has no responsibility and will incur no liability for any act or failure to act by any other financial institution, intermediary, or other third party.

(k) Lessee will pay and/or reimburse Account Bank upon request for all reasonable expenses, disbursements and advances, including reasonable attorneys' fees, incurred or made by it in connection with carrying out its duties hereunder.

SECTION 4. <u>MISCELLANEOUS</u>.

4.1. <u>Notices</u>. Except as set forth in Section 2.2 hereof with respect to the delivery of requisitions to Lessor, any notice or other communication required or contemplated by this Project Fund Agreement shall be given pursuant to Section 13.1 of the Agreement.

4.2. Survival of Covenants and Representations. All covenants, representations and warranties made by Lessee in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

4.3. Choice of Law. This Project Fund Agreement shall be governed by and construed in accordance with the laws of the State (as defined in the Agreement), exclusive of its conflict of laws provisions.

4.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by Lessor and Lessee.

4.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

4.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

4.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

4.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

4.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

[Signature Page Follows]

EXECUTION PAGE OF PROJECT FUND AGREEMENT

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

CITY OF MARCO ISLAND, FLORIDA,
Lessee

By: ______________________________
Name: Casey Lucius, Ph.D.
Title: City Manager

TRUIST EQUIPMENT FINANCE CORP.,
Lessor

By: ______________________________
Name: ______________________________
Title:

TRUIST BANK
Account Bank

By: ______________________________
Name:
Title:

EXHIBIT A

[To Be Prepared on Lessee's Letterhead for Submission]

PROJECT FUND REQUISITION

[Date]

Email requisitions to: EFServicing@truist.com

Direct Dial: (800) 532-0354

RE: Request for disbursement of funds from the Project Fund related to Equipment Schedule No. 9990007020-03-01-LN005 with the City of Marco Island, Florida, dated August ___, 2026

To Whom It May Concern,

Pursuant to the terms and conditions of the Project Fund Agreement, dated as of August ___, 2026, the City of Marco Island, Florida ("**Lessee**"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be to the Lessee.

Amount: $__________

Attach copies of applicable vendor invoices or spreadsheet of expenditures to requisition when submitting.

To receive funds via wire transfer please include:

ABA Routing Number: ___________________

Account Number: _________________________

Physical address of Lessee: City of Marco Island, Florida, 50 Bald Eagle Drive, Marco Island, Florida 34145, Attention: ____________________

Lessee makes this requisition pursuant to the following representations:

1. Lessee has appropriated in its current fiscal year funds sufficient to pay the Rental Payments due in the current fiscal year.

2. The purpose of this disbursement is for partial payment of the cost of the Equipment provided for under the Lease referenced above.

3. The requested disbursement has not been subject to any previous requisition.

4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

6. No Event of Default is continuing under the Lease, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.

7. No Event of Nonappropriation has occurred under the Lease.

8. Lessee has in place insurance on this portion of the Equipment that complies with the insurance provisions of the Lease.

9. Each amount requested for payment in this requisition either (a) represents a reimbursement to Lessee for a Project Cost expenditure previously made, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt proceeds if (i) the issuer has declared its "official intent" to reimburse the expenditure no later than sixty (60) days after the date the expenditure is paid *and* (ii) the expenditure is being reimbursed no later than the end of the permitted "reimbursement period" of at least eighteen (18) months, and at most three (3) years, from the date the expenditure was paid), or (b) will be used by Lessee promptly upon the receipt of funds from Lessor to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Project Fund Agreement.

[Signature Page Follows]

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE □.

CITY OF MARCO ISLAND, FLORIDA

By:____
Name:
Title:

DESIGNATING LESSEE REPRESENTATIVES AND OFFICIAL CUSTODIAN

In accordance with the terms of the Master Lease/Purchase Agreement dated as of August ___, 2026 (the "**Agreement**") and the Equipment Schedule No. 9990007090-03-01-LN005 thereto (the "**Equipment Schedule**" and together with the Agreement, the "**Lease**") (the "Agreement") between [Lessee] ("**Lessee**") and Truist Equipment Finance Corp. ("**Lessor**"), Lessee designates the following persons as a representative of Lessee authorized to sign requisitions to withdraw funds from the Project Fund (as defined in the Agreement):

Printed Name:	Signature:
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

Lessee designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of Lessee who has plenary authority, including control, over funds owned by Lessee. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:	Signature:	Last 4 Numbers of SSN[1]:	Date of Birth:
____________________	____________________	__________	__________

Upon written notification to Lessor, Lessee may update (a) Lessee Representatives to sign requisitions, or (b) the Official Custodian.

CITY OF MARCO ISLAND, FLORIDA

____
Name:
Title:

**The Official Custodian must provide a copy of his/her driver's license.*

[1] The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Lessor account holders with the same name.

EXHIBIT B

FORM OF DISCLOSURE LETTER

The undersigned, as lessor, proposes to negotiate with the City of Marco Island, Florida (the "City") for the execution and delivery of the Lease Agreement, as such term is defined in a resolution adopted by the City Council of the City on August 18, 2026 (the "Resolution"). Prior to the execution and delivery of the Lease Agreement, the following information is hereby furnished to the City:

(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 Lease Agreement (any such fees and expenses to be paid by the City):

[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 Lease 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, as amended), 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 City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City 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.

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

The City's obligation under the Lease Agreement is payable from lawful funds of the City, subject to annual appropriation, in the manner and to the extent described in the Lease Agreement. Execution and delivery of the Lease Agreement is estimated to result in a maximum of $__________ of revenues of the City not being available to finance the other services of the City in each year for approximately 10 years.

The name and address of the Lessor is as follows:

Truist Equipment Finance Corp.
5130 Parkway Plaza Blvd.
Charlotte, NC 28217
Attention: Trina Britt

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Lessor this ____ day of August, 2026.

TRUIST EQUIPMENT FINANCE CORP.

By:
Name:
Title:

EXHIBIT C

FORM OF ANTI-HUMAN TRAFFICKING AFFIDAVIT

AFFIDAVIT IN COMPLIANCE WITH SECTION 787.06(13), FLORIDA STATUTES

In accordance with Section 787.06(13), Florida Statutes, the undersigned, on behalf of Truist Equipment Finance Corp. (“Entity”), being duly sworn, hereby attests under penalty of perjury that:

1. I am over eighteen years of age. The following information is given from my own personal knowledge.

2. I am an officer or representative of the Entity.

3. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement in this declaration may subject me to criminal penalties.

5. I am authorized to provide this affidavit on behalf of the Entity.

FURTHER AFFIANT SAYETH NOT.

_______________________ _____, 2026 __________________________

(Affiant)

STATE OF __________________

COUNTY OF ________________

Sworn to (or affirmed) and subscribed before me by means of ______ physical presence or _________online notarization, this ________day of _______, 2026, by ___________________. (Affiant)

____

(Signature of Notary Public--State of Florida)

____

(Print, Type, or Stamp Commissioned Name of Notary Public) Personally

________________________ Known OR Produced Identification ________________________

Type of Identification Produced ______________________