

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR PROPOSALS FOR \$2.1 Million* SALES TAX REFUNDING BANK LOAN, SERIES 2012

REQUEST FOR PROPOSALS ("RFP") NO. 12-019

Prepared by:
TD BANK N.A.
MARCEL SUMMERMATTER
VICE PRESIDENT – MUNICIPAL LENDING
5900 N ANDREWS AVENUE
FT. LAUDERDALE, FL 33309
O: 954-233-2991
C: 786-390-3114

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Bank

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TD BANK, N.A.
5900 NORTH ANDREWS AVENUE, 2ND FLOOR
FT. LAUDERDALE, FL 33309
TEL: 954-233-2991

November 1st, 2012

Mr. Mark Bates
Finance Director
City of Dania Beach, FL
100 West Dania Beach Blvd
Dania Beach, FL 33004

RE: RFP NO. 12-019

Dear Mark,

Through the City of Dania Beach's Request for a Bank Qualified Loan and related Addenda, the City has provided us with certain information on the current needs for the City of Dania Beach (the "City"). In connection therewith, we are pleased to submit to the City with a value added proposal as described in the attached to provide the credit accommodations and financing flexibility sought by the City.

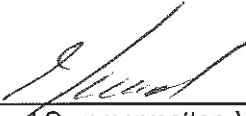
It is understood that this letter and the term sheet merely constitute a statement of interest and suggested terms with respect to the transaction contemplated hereby, do not contain all matters upon which agreement must be reached in order for the transaction contemplated hereby to be consummated and, therefore, do not constitute a binding proposal or commitment with respect to the transaction. We shall not be responsible or liable to the City or any other person for consequential damages which may be alleged as a result of this letter, the preliminary term sheet or any transaction contemplated hereby.

This letter is delivered to the City on the condition that its existence and its contents will not be disclosed by the Company without our prior written approval **except** (i) as may be required to be disclosed in any legal proceeding or as may otherwise be required by law and (ii) on a confidential and "need to know" basis, to your elected officials, officers, employees, advisors and agents.

This Document is based upon current market and economic conditions, does not constitute an offer or commitment to lend, and may be revoked at any time. We appreciate and are excited about the opportunity to provide this proposal and look forward to working with you on successfully completing of the proposed transaction.

Very truly yours,

TD BANK, N.A.

By: 
Marcel Summermatter, Vice-President
South-Florida Middle Market – Municipal Lending

Terms and Conditions of Term Sheet Satisfactory to and Accepted by:

Name:
Title:

EXHIBIT "FOUR"

PROPOSAL FORM

FOR CITY'S REQUEST FOR PROPOSAL FOR
\$2.1 MILLION* SALES TAX REFUNDING BANK LOAN, SERIES 2012

Interest Rate Per Annum:

Fixed Rate 1.59 %

Describe formula if applicable: Please see term sheet

Estimated Total Payments:

Fixed Rate \$2,275,419

Reserve Account Requirement: no

Pre-payment Provisions: Please see term sheet

Legal Counsel Fees and Expenses u

Additional Expenses u

Proposal good to December 1, 2012

The undersigned Proposer agrees to furnish the City of Dania Beach, Florida, the items listed below in accordance with the specifications in this RFP, to be delivered to the specified site for the price indicated.

The City reserves the right to accept and award item by item or in the aggregate.

THIS PROPOSAL MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE INSTITUTION IN HIS/HER OWN NAME

[Signature]
Signature

Marcel Summermatter
Print Name

TD Bank
Name of Institution

FT. Lauderdale
City

FL
State

33309
Zip Code

954-233-2991
Telephone Number

24/7
Business Hours

TD Bank, N.A. ("BANK")

**TERMS AND CONDITIONS OF CREDIT ACCOMMODATION Dated
11/01/2012 ("loan")**

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND

1. Proposed Bank Loans' Terms & Structure:

Borrower: City of Dania Beach, Florida

Facility Amount: Up To \$2,100,000

Facility Type: Bank Qualified Tax-Exempt Bank Term Loan.

Purpose of Facility: The Sales Tax Refunding Bank Loan, Series 2012 Bonds will be used to refinance the Sales Tax Bond, Series 1994.

Maturity Date: October 1st, 2022.

Interest Rate: **Bank Qualified** Tax Exempt Fixed Rate as of October 31st, 2012:

10-year term:

The actual interest rate shall be set three business days prior to Closing using the greater of the formulae below which yielded a fixed interest rate of **1.59%** as of October 31st, 2012.

(69% of 10-Yr Fed Reserve H-15 Treasury Rate) + 0.39%
→ 1.59% as of 10/29/2012.

(69% of 10-Year Fed Reserve H-15 Swap Rate) + 0.38%
→ 1.59% as of 10/29/2012.

The Bank will also make available the option to lock-in the above quoted loan rate for the Borrower through the expected transaction closing, which is subject to the Borrower executing the Bank's Rate Lock Agreement.

A premium of 6 basis points will be added to the quoted rate in order to hold the stated rate through the expected closing date.

Repayment Terms:

Annual Principal payments commencing Oct 1st, 2013. Interest shall be payable semi-annual commencing on April 1st, 2013 over a 10-year amortization period using a 30/360-day count.

Default Rate of Interest:

The "default rate of interest" shall be four (4) percentage points in excess of the rate of interest charged prior to the occurrence of the event of default.

Late Charges:

If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

Prepayment Premium:

Option A

The Borrower can elect to have a "no prepayment" provision associated with this Term Loan if loan is being refinanced with other funds by adding a premium of 0.18% to the proposed fixed rate.

Option B

At the time of any full or partial prepayment, a fee equal to the greater of (i) 1.00% of the principal balance being prepaid multiplied by the "Remaining Term," as hereinafter defined, in years or (ii) a "Yield Maintenance Fee" in an amount computed as follows:

The current cost of funds, specifically the bond equivalent yield for United States Treasury securities (bills on a discounted basis shall be converted to a bond equivalent yield) with a maturity date closest to the "Remaining Term", shall be subtracted from the Note rate, or default rate if applicable. If the result is zero or a negative number, there shall be no Yield Maintenance Fee due and payable. If the result is a positive number, then the resulting percentage shall be multiplied by the scheduled outstanding principal balance for each remaining monthly period of the "Remaining Term." Each resulting amount shall be divided by 360 and multiplied by the number of days in the monthly period. Said amounts shall be reduced to present values calculated by using the above reference current costs of funds divided by 12. The resulting sum of present values shall be the yield maintenance fee due to the Bank upon prepayment of the principal of the loan plus any accrued interest due as of the prepayment date.

"Remaining Term" as used herein shall mean the shorter of (i) the remaining term of this Note, or (ii) the remaining term of the then current fixed interest rate period.

2. **Fees and Expenses.**

No Bank Fee - **Waived.**

The Borrower is responsible for Bank Counsel Fees for the review of the loan documentation which will be prepared by the Borrower's Counsel. Bank Counsel Fees shall not to exceed \$4,000

3. **Security.**

The Facility shall be secured by a first lien pledge of the local government half-cent sales tax distributed to the City from the Local Government Half-Cent Sales Tax Clearing Trust Fund.

4. **Legal Opinions.** Prior to closing, there shall be delivered to the Bank an opinion of Bond Counsel acceptable to the Bank covering matters customary for a transaction of this type and nature and which shall, without limitation, opine that: (1) the Borrower is duly formed; (2) all loan documents have been validly authorized and executed by and on behalf of the the Borrower, if any; (3) all loan documents are valid, binding, enforceable in accordance with their terms and do not violate any legal requirements, including without limitation, organizational documents, laws and material agreements; and (4) Facility is Tax Exempt.

5. **Financial Reporting.**

The Borrower shall furnish the following financial reports:

<u>Type of Reports</u>	<u>Frequency</u>	<u>Due Date</u>
Financial Statements – Audited	Annually	210 days after end of fiscal year.
Approved Budget	Annually	30 days after completion and approval

6. **Financial Covenants.**

Anti-Dilution Test: The City covenants that in each fiscal year that revenues from the local government half-cent sales tax distributed to the City from the Local Government Half-Cent Sales Tax Clearing Trust Fund, is at least 1.35 times the annual debt service on debt secured by or payable from revenues of the local government half-cent sales tax distributed to the City from the Local Government Half-Cent Sales Tax Clearing Trust Fund

7. **Other Conditions.**

- No adverse material change in the Borrower's financial condition prior to closing.
- The Facility shall be cross defaulted with all other existing Borrower debt that is backed by the Pledged Revenues (as applicable).
- Loan documents shall include standard provisions with regards to tax gross up, capital adequacy and change in corporate tax rate
- Periodic loan payments shall settled via auto debit through an account maintained with the Bank.



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**FLORIDA GOVERNMENT REFERENCES
TD BANK, N.A.**

CITY OF LIGHTHOUSE POINT
2200 NE 38th Street
Lighthouse Point, FL 33064
TD Debt Financing: \$3.7 Million

Terry Sharp
Finance Director
954-784-3432

CITY OF HIALEAH GARDENS
13601 NW 107th Avenue
Hialeah Gardens, FL 33018
TD Debt Financing: \$4.1 Million

Marcos Piloto
Finance Director/Budget Director
305-558-4114

CITY OF CUTLER BAY
Financial Services Department
10720 Carribbean Blvd, #105
Cutler Bay, FL 33189
TD Debt Financing: \$12 Million

Robert Daddario
Finance Director
305-235-4262

CITY OF LEESBURG
501 W Meadow Street
Leesburg, FL 34749
TD Debt Financing: \$15 Million

Peggy Johnson
Finance Director
352-728-9725

MIAMI-DADE COUNTY
140 West Flagler Street, Room 1502
Miami, FL 33130
TD Debt Financing: \$45 Million

Margaret Enciso
Deputy Comptroller
305-375-4546

CITY OF HIALEAH
501 Palm Avenue.
Hialeah, FL 33010
TD Debt Financing: \$14 Million

Alex Vega, MBA, CPA, MST
Treasurer
305-883-5931

TOWN OF SOUTHWEST RANCHES
13400 Griffin Road,
Southwest Ranches, Florida 33330
TD Debt Financing: \$2.5 Million

Jean Watson
Finance Director
954-343-7442

FLORIDA KEYS ACQUEDUCT
1100 Kennedy Drive
Key West, FL 33041
TD Debt Financing: \$53 Million

Kerry Shelby
Deputy Executive Director
305-295-2230

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Broward

Marcel Summermatter, being first duly sworn, deposes and says that:

1 He/She is the Vice-President of TD Bank,
the Institution that has submitted the attached Proposal.

2 He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

3 Such Proposal is genuine and is not a collusive or sham Proposal.

4 Neither the Institution nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Institution or person to submit a collusive or sham Proposal in connection with the Project for which the attached Proposal has been submitted; or to refrain from submitting a proposal in connection with such Project; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Institution or person to fix the price or prices in the attached Proposal or of any other Institution, or to fix any overhead, profit or cost elements of the Proposal price or the Proposal price of any other Institution, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Dania Beach, Florida, or any person interested in the proposed Project.

5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Institution or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.



Signature of Affiant

Marcel Summermatter
Print Name of Affiant

Vice-President
Title

Dated: 11/1/12, 2012

12.0

MISCELLANEOUS AGREEMENT TERMS

12.1 In addition to items specified above, the Agreement will include the following terms:

12.1.1. The City expects and requires the Institution to fully comply with all federal, state and City laws applicable to the services, Equal Opportunity Employment, the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq. Failure to comply with any laws will be grounds for termination of the Agreement.

12.1.2. The successful Institution shall not sell, assign or transfer any interest in the Agreement without the prior written consent of the City.

12.1.3. All Proposals received from Institutions will become the property of the City and will not be returned to the Institution. In the event of an award, all documentation produced as part of the Agreement shall become the exclusive property of the City.

[Signature]
Signature of Proposer

Marcel Summermatter Vice-President
Print Name Title

STATE OF FLORIDA
COUNTY OF Broward

I CERTIFY that on 11/11, 2012, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Marcel Summermatter, as the VP on behalf of TD Bank NA, a Florida Corp; such person is personally known to me (or such person produced as identification), and such person executed the foregoing instrument and acknowledged before me that he/she executed the same, and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid on 11/11, 2012.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida
Carla Leonard
Print Name of Notary Public



EXHIBIT "THREE"
CITY OF DANIA BEACH, FLORIDA

Sworn Statement Under Section §287.133(3)(a), Florida Statutes
Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with RFP No. 12-019
2. This sworn statement is submitted by: TD Bank
(name of entity submitting sworn statement)

its business address is: 5900 North Andrews Ave
Ft. Lauderdale, FL 33309

Federal Identification Number
(FEIN) is: 01-0137770
(if applicable)

Social Security Number: N/A
(if the entity has no FEIN, include the Social Security
Number of the individual signing this sworn
statement)
3. My name is: Marcel Summermatter
(PRINT NAME of individual signing this document)

and my relationship to the entity is: Vice - President
(President, General Partner, etc. as applicable)
4. I understand that a "public entity crime" as defined in §287.133(1)(g), of the Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph §287.-133(1)(b), of the Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as "No Contest").

6. I understand that an "affiliate" as defined in Paragraph §287.133(1)(a), of the Florida Statutes means:

- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph §287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding Agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

 X Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):

 There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

 The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of

Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of General Services)

Signed, sealed and delivered
in the presence of:

[Signature]
Signature

KEMMIE McMILLAN
Print Name

[Signature]
Signature

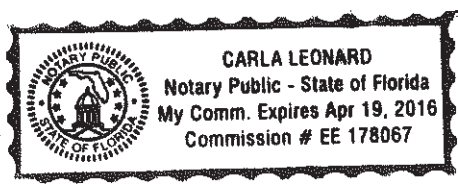
Vice-President
Title

[Signature]
Witness

Vivian Alvarez
Print Name

STATE OF FLORIDA
COUNTY OF Broward

Before me, the undersigned Notary Public, personally appeared Marcel Summermatter who is/are personally known to me or who produced _____ as identification and such person(s) is/are the person(s) who executed the foregoing document for the purpose expressed in it on 11/11, 2012.



[Signature]
Notary Public

Carla Leonard
Print Name of Notary Public

My Commission expires: