

Original

**City of Dania Beach, Florida
General Obligations Refunding Note, Series 2015**

Proposal Response From:



Bank

America's Most Convenient Bank®

**5900 North Andrews Avenue, 2nd Floor
Fort Lauderdale, FL 33309**

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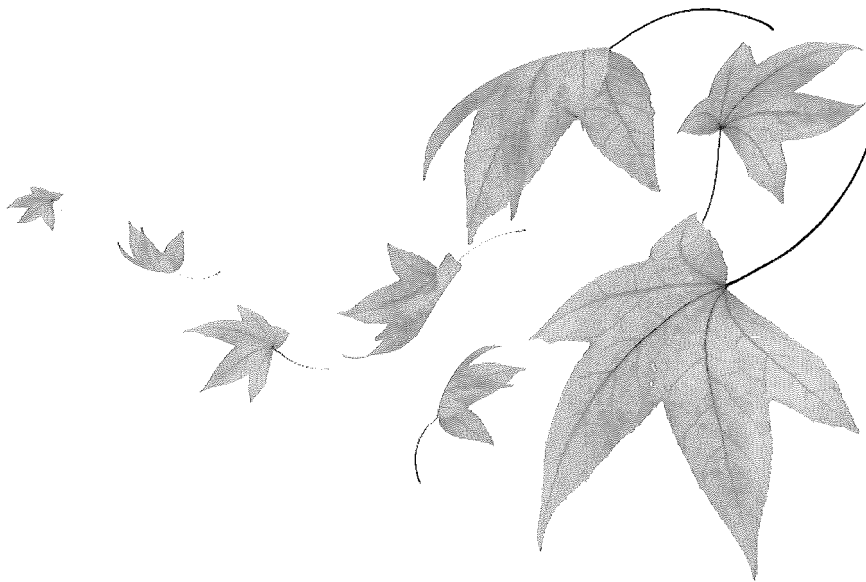
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Transmittal Letter



July 2nd, 2015

City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, FL 33004
ATTN: Louise Stilson, City Clerk

Dear Ms. Stilson,

The City of Dania Beach via a Request of Proposal issued by Dunlap & Associates, Inc. has provided us with certain information and related the current needs for re-financing and underwriting services for the City. In connection therewith, we are pleased to submit our Tax Exempt Loan proposal. Our proposal to provide the credit accommodations (the "Credit Accommodations") described in the attached Term Sheet for your consideration.

The structure of the proposed Credit Accommodation is outlined in the attached Term Sheet which provides a statement of suggested terms, but under no circumstance shall such statement be construed as a complete summarization of terms necessary for consummation of the proposed Credit Accommodation.


This proposal letter, along with the proposed terms and conditions, are delivered to the City for its confidential use and evaluation, and shall not be disclosed by the City 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 directors, officers, employees, advisors and agents.

If this proposal meets your approval and you would like the Bank to proceed with the proposed transaction, please return a copy of this letter countersigned by the City as stipulated under the terms and conditions of the Bank proposal.

On behalf of the entire TD organization, I want to thank the City of Dania Beach for the opportunity to provide this proposal and look forward to working with you on successfully completing this transaction.

VERY TRULY YOURS,

TD BANK, N.A.

By: 
Delleperche Joseph, CPA, Senior Vice President
Florida Middle Market - Municipal Lending

TERMS AND CONDITIONS OF TERMS SHEET SATISFACTORY TO AND ACCEPTED BY:

NAME:

TITLE:

Summary of Benefits/
Minor amortization tweak for your consideration



Summary of Benefits of TD's Amortization Adjustment:

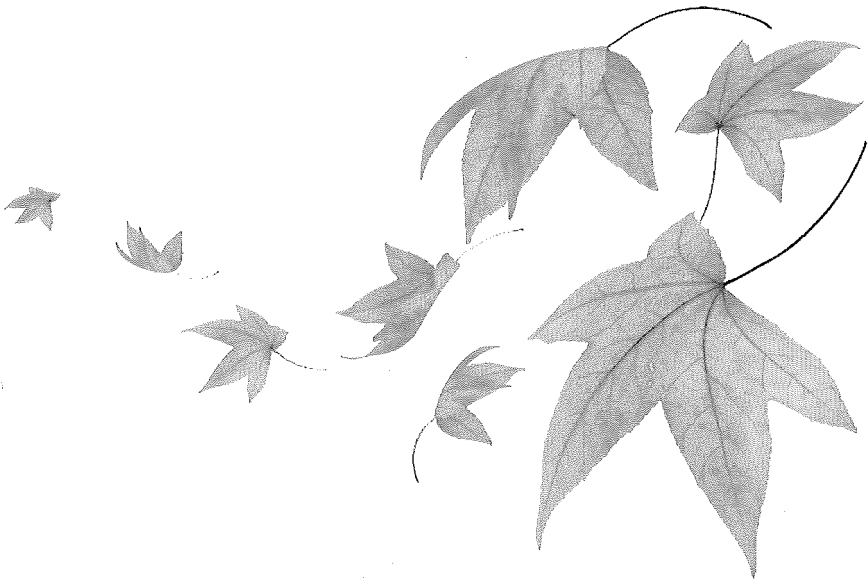
TD's proposal provides a feature that would allow the City Dania Beach to repay the General Obligation Refunding Note, Series 2015 over the 20 years requested while reducing the overall cost of borrowing for the City and its Taxpayers with **additional savings in excess of \$180,000 in** over the life of the Note.

Based on similar Bank Loan structure that we've used with other municipalities for General Obligation Bonds, we are showing the City a principal amortization schedule that would repay the Note semi-annually on a straight line schedule instead of annually thereby saving the City over \$180,000 additionally. This minor amortization tweak will not inconvenience the timing of collection and payments by the City as the bulk of General Obligation tax revenues are collected by the City during the months of November through May for debt service payment that will happens later in that Fall. Same cushion and lead time will continue to exist.

As an example, the City will be collecting General Obligation tax revenues from November 2015 through May 2016 for semi-annual principal reduction to be made on October 1, 2016 and April 1, 2017. This semi-annual schedule coupled with the straight line amortization will generate additional savings in excess of \$180,000 for the City and its Taxpayers over the life of the Note.

If the City still wishes to keep its principal amortization annually for this Note as per the RFP, just let us know and we can discuss accommodating.

Bank Loan Term Sheet



General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

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

TERMS AND CONDITIONS OF CREDIT ACCOMMODATION DATED 7/1/2015 ("DIRECT PURCHASE LOAN")

THIS IS A STATEMENT OF TERMS AND CONDITIONS AND NOT A COMMITMENT TO LEND. ALL CREDIT ACCOMMODATIONS ARE SUBJECT TO FORMAL CREDIT UNDERWRITING AND APPROVAL.

1. Loan.

- (a) Borrower(s): City of Dania Beach, Florida
- (b) Guarantor: N/A
- (c) Facility: Non-Bank Qualified, Tax Exempt Term Loan
- (d) Purpose: To fully refund the City's portion of the Florida Municipal Loan Council Revenues Bonds, Series 2005D.
- (e) Amount: Up To \$6,000,000
- (f) Collateral: The payment of the principal of and interest on the Bonds shall be secured by a pledge of the full faith and credit and taxing power of the City.
- (g) Maturity: **Twenty Years from closing date: (20-yr Term).**
- (h) Repayment Terms: Semi-annual **principal plus interest** payments will be payable April 1st and October 1st, beginning October 1st, 2016 on a 30/360 basis based upon the preliminary straight line amortization schedule hereto attached.
- (i) Interest Rate: Indicative Tax Exempt Non-Bank Qualified Fixed Rate:
20-year term: 2.93%

Rate Hold Option: Proposed Rate can be locked right away for the Village for the chosen term of the loan through the expected closing date. However, in order for Bank to lock-in the rate for the City, Borrower will have to advise the Bank within 5 days of proposal submission that it will be awarded the transaction. Borrower may be asked by the Bank to sign a rate lock agreement in order to implement the Rate Hold Option.

General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

The quoted fixed rate of interest is based upon the greater of (67% of the prevailing ten (10) year H-15 Swap Rate) plus 127 basis points, or (67% of the prevailing ten (10) year Treasury Rate) plus 137 basis points as publicized in the following website for June 29th, 2015: H-15 Source: <http://www.federalreserve.gov/release/h15/update/>

- (j) Prepayment Premium: At the time of any full or partial prepayment, a fee equal to the greater of (i) 1.00% of the principal balance 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. No Prepayment Premium.

Option B: The Borrower can elect to have the Prepayment Premium language abovementioned applied to the Loan only for a limited time during the tenor of the Loan after which time period, the Loan can be prepaid at any time with no prepayment penalty.

Under this option, **Borrower can redeem Note at Par after the first 10 years of the loan term.** The interest rate premium for this option is 13 basis points.

Option C: The Borrower can elect to have a "no prepayment fee" provision associated with this Term Loan by adding a premium of 49 basis points to the proposed tax exempt rate.

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

General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

- (l) Events of Default: Will include but not be limited to:
- (1) Breach of representation or warranties.
 - (2) Violation of covenants.
 - (3) Bankruptcy or insolvency.
 - (4) Payment default.
- (m) Default Rate of Interest: The "default rate of interest" shall be six (6) percentage points in excess of the prevailing prime rate of interest.

2. Fees and Expenses:

The Borrower shall pay to the Bank on demand any and all costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements, court costs, litigation and other expenses) incurred or paid by the Bank in connection with the loan. The Borrower's bond counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Lender and the Lender's counsel. The Borrower agrees to pay all legal fees and expenses of the lender associated with the review and closing of this transaction, which costs may be paid with proceeds of the Loan. Bank Counsel Fee shall not exceed \$5,000.

3. 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 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 Non-Bank Qualified and Tax Exempt.

4. Financial Reporting:

a) Borrower(s) shall furnish the following financial reports:

<u>Type of Report(s)</u>	<u>Frequency</u>	<u>Due Date</u>
Audited Financial Statement	Annually	Within 210 days of fiscal year end
Operating Budget	Annually	Within 60 days of approval or acceptance by Borrower's Board

b) The Bank reserves the right to request additional financial information to supplement or verify certain financial assumptions or verify the creditworthiness of the Borrower and if applicable.

General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

5. Other Conditions:

- a. No Material Adverse Change to the Borrower prior to closing.
- b. City agrees to have all future loan payments be settled via auto debit through an account maintained with the Bank.
- c. Borrower shall comply with all laws applicable to its operations.
- d. Borrower shall comply with its General Obligation Master Bond Resolution (if applicable).
- e. Documents will include language allowing for the gross up of the loan rate shall the IRS, or a court of competent jurisdiction, provide a final, un-appealable ruling that the Loan be treated as a taxable facility, which results solely from the actions or inaction of the City.
- f. If during any year, the amount of tax collected under the City's G.O. levy for this Loan is insufficient to cover the annual debt service for the Loan, the City agrees to budget and appropriate sufficient amount from its Other Revenues to pay for the debt service payment deficiency.
- g. Borrower covenants and agrees that documents will include language stipulating that the Loan Facility and all existing and future General Obligation (GO) debt of the City will be on parity with no preference given to any particular GO issuance.
- h. The implementation of certain terms, conditions, covenants or other non-material changes to the proposed Credit Accommodation required as part of the Bank's formal credit approval shall be deemed an approval in substantially the form outlined in this proposed Credit Accommodation.
- i. All legal matters and documentation to be executed in connection with the contemplated proposed Credit Accommodation shall be satisfactory in form and substance to the Bank and counsel to the Bank.
- j. The Bank shall not be required to enter into the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation
- k. All other standard terms & conditions

THIS PROPOSAL IS NOT AND SHOULD NOT BE CONSTRUED AS A COMMITMENT BY THE BANK OR ANY AFFILIATE TO ENTER INTO ANY CREDIT ACCOMMODATION

General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

PROPOSED ESTIMATED PRINCIPAL AMORTIZATION SCHEDULE

Dates	Principal
7/2/2015	5,424,042
10/1/2016	\$139,078
4/1/2017	\$139,078
10/1/2017	\$139,078
4/1/2018	\$139,078
10/1/2018	\$139,078
4/1/2019	\$139,078
10/1/2019	\$139,078
4/1/2020	\$139,078
10/1/2020	\$139,078
4/1/2021	\$139,078
10/1/2021	\$139,078
4/1/2022	\$139,078
10/1/2022	\$139,078
4/1/2023	\$139,078
10/1/2023	\$139,078
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4/1/2027	\$139,078
10/1/2027	\$139,078
4/1/2028	\$139,078
10/1/2028	\$139,078
4/1/2029	\$139,078
10/1/2029	\$139,078
4/1/2030	\$139,078
10/1/2030	\$139,078
4/1/2031	\$139,078
10/1/2031	\$139,078
4/1/2032	\$139,078
10/1/2032	\$139,078
4/1/2033	\$139,078
10/1/2033	\$139,078
4/1/2034	\$139,078
10/1/2034	\$139,078
4/1/2035	\$139,078
Maturity-> 8/27/2035	\$139,078

\$5,424,042

General Information about TD Bank



General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

General Information

TD Bank, N.A. is one of the 10th largest banks in the U.S. with deep roots in the communities we serve. The Bank has been in existence for more than 150 years and has been serving the South Florida community for over 10 years. Today, TD Bank has over 200 locations throughout the State of Florida with 50 of those locations in South Florida.

Some of our sustainable advantages that will greatly benefit City of Dania Beach:

TD Bank has:

- The financial backing and resources of a world class bank to bring global resources to the communities we serve.
- Local decision making and delivery of services, backed by a Management Team who are empowered to manage and lead.
- Experienced Bankers who truly understand the municipal financing sector.

TD Bank wants to:






- Build long lasting relationships based on mutual respect and trust.
- Tailor a package that is right for you and helps you achieve your goals.
- Coordinate introductions to our business partners within the Bank in order to help you maximize productivity and streamline performance.








Note: The Toronto Dominion Bank is one of the world's strongest banks demonstrated by our history of consistently strong credit ratings:

The Toronto Dominion Bank						
Year	Moody's		S&P		Fitch	
	Short-Term	Long-Term	Short-Term	Long-Term	Short-Term	Long-Term
2015	P-1	Aa1	A-1+	AA-	F1+	AA-
2014	P-1	Aa1	A-1+	AA-	F1+	AA-
2013	P-1	Aa1	A-1+	AA-	F1+	AA-
2012	P-1	Aaa	A-1+	AA-	F1+	AA-
2011	P-1	Aaa	A-1+	AA-	F1+	AA-
2010	P-1	Aaa	A-1+	AA-	F1+	AA-
2009	P-1	Aaa	A-1+	AA-	F1+	AA-
2008	P-1	Aaa	A-1+	AA-	F1+	AA-
2007	P-1	Aaa	A-1+	AA-	F1+	AA-

General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

The charts below indicate how TD's strong ratings compare to its peers.

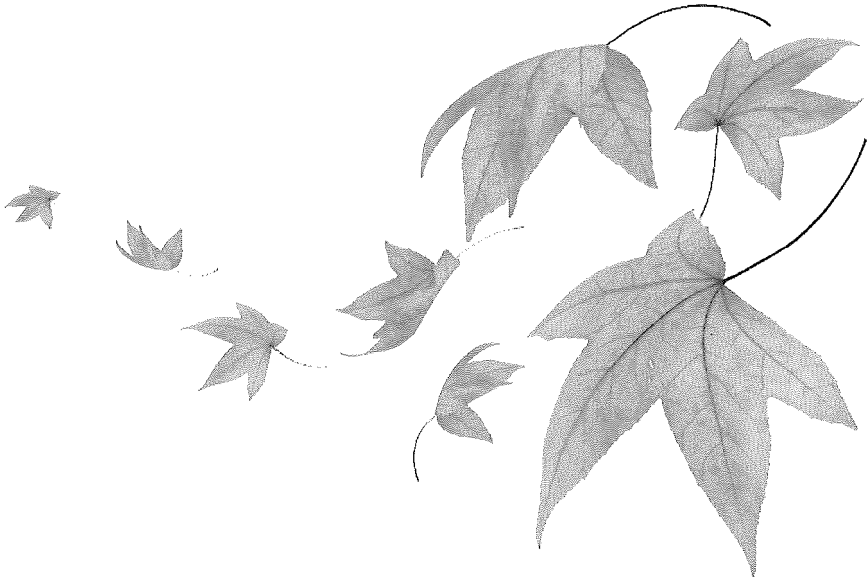
Canadian Peers		Market Cap (US\$ BN)	S&P Rating	Moody's Rating
	TD.CN	\$79.7	AA-	Aa1
	RY.CN	\$89.4	AA-	Aa3
	BNS.CN	\$66.5	A+	Aa2
	BMO.CN	\$39.5	A+	Aa3
	CM.CN	\$31.1	A+	Aa3

Global Peers		Market Cap (US\$ BN)	S&P Rating	Moody's Rating
J.P.Morgan	JPM.US	\$207.9	A	A3
 HSBC	HSBA.LN	\$194.3	A+	Aa3
 Bank of America	BAC.US	\$177.4	A-	Baa2
 citi	C.US	\$143.7	A-	Baa2
 BNP PARIBAS	BNP.FP	\$96.6	A+	A2
 BARCLAYS	BARC.LN	\$72.3	A-	A3
Morgan Stanley	MS.US	\$57.4	A-	Baa2
 Deutsche Bank	DBK.GR	\$49.6	A	A2
 Standard Chartered	STAN.LN	\$49.5	A+	A2

General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

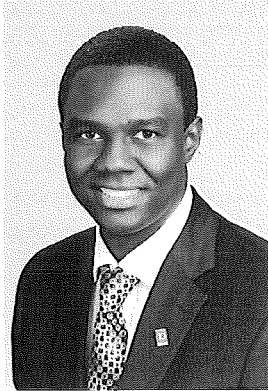
At TD Bank, we work every day to “Build the Better Bank” by fostering a tradition of quality banking products, personalized service and community involvement. In addition to serving our Customers’ banking needs, our Employees find unique ways to serve the communities we share. Through our charitable giving and sponsorship programs, we’ve supported local organizations such as the Urban League of Broward, the Housing Partnership, Boys & Girls Clubs of Broward County, Junior Achievement of South Florida, Rebuilding Together Broward County, Inc., Young at Art of Broward, Inc., Jack and Jill Children's Center, Inc., Boys & Girls Clubs of Broward County and many others with over \$5 million in donations over the years.

Key Banking Executives/ Relationship Team



General Obligation Refunding Note, Series 2015 - TD Bank's Proposal

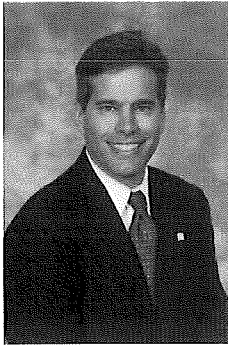
City of Dania Beach School's primary relationship team will consist of the following members:



Delle Joseph, CPA, is Senior Vice President/Manager for TD Bank's South Florida Municipal Lending Group.

Based in Miami, Delle delivers TD Bank's full array of customized banking and lending solutions as part of the Municipal Lending Team, serving a wide range of municipalities, private schools, colleges and institutions throughout South Florida. Delle has over 17 years of banking, lending and financial services experience. He has executed and structured all types of financings under various mandates totaling well over \$1 Billion of tax exempt financing over the years. Prior to joining TD Bank, Delle served as First Vice President/Senior Relationship Manager for Institutional & Government Banking at SunTrust Bank in Miami. Delle is a member of the American Institute of Certified Public Accountants (AICPA). He is a founding member of the Town of Cutler Bay, Fla., and served on the new Town's Charter Commission. He currently chairs the Finance Committee for the Miami Dade County Community Action and Human Resources Board.

Delle holds a Master's in Finance degree from Florida International University and an undergraduate business degree from Boston University.



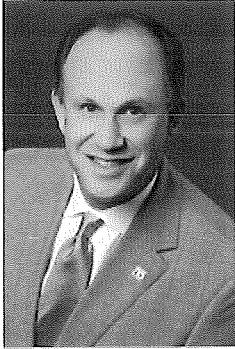
Tom TeRiele, Senior Vice President/South Florida Market President

Tom is the Market President for TD Bank's South Florida region. He is responsible for providing strategic direction and sales leadership in the South Florida geography. He also provides leadership oversight to the 59 retail stores in the Miami-Dade, Broward and Palm Beach markets and is ultimately accountable for the overall profitability of TD Bank's South Florida franchise.

Tom started TD Bank's Florida Municipal Market Lending team and was promoted to Florida Market President in April 2009. Prior to joining TD Bank, Tom spent 19 years at SunTrust Bank, most recently as Senior Vice President - Team Leader for the Middle Market and Institutional & Government Banking teams for South Florida.

Tom is a graduate of the University of Florida. He is on the Board of Directors of the Greater Miami Chamber of Commerce and was formerly on the YMCA of Greater Miami Development Committee. He is also a past graduate of Leadership Miami.

General Obligation Refunding Note, Series 2015 - TD Bank's Proposal



Ernie Diaz, Florida Regional President

Ernie Diaz is the Florida Regional President for TD Bank. He is responsible for providing strategic direction and leadership throughout the entire state of Florida.

Mr. Diaz's banking career spans more than 30 years. His experience includes three years at TD Bank's predecessor, the South Financial Group, where he was most recently President of the Florida franchise, Mercantile Bank. He also worked at Regions Bank where he most recently served as the Middle Market Executive for South Florida, where he led the business line that specialized in servicing middle market companies. He also led the commercial real estate team during his tenure at Regions Bank. Mr. Diaz's career also includes positions at Terrabank, a community bank in Miami and the former Southeast Bank.

Mr. Diaz is an involved member of the South Florida community. He is a Director of the Latin Builder's Association serving on their Executive Board, a member of the Florida International University Dean's Council, a member of the Executive Board of the Beacon Council, South Florida's leading economic development organization, member of the Orange Bowl Committee, Corporate Director of Florida Christian School and Director of the Pino Global Entrepreneurship.

TD's Municipal Financing Expertise



TD's Municipal Financing Expertise

TD Bank Financial Group has been a market leader in structured and tax exempt financing throughout North America for several decades. TD Bank, N.A. America's Most Convenient Bank ranks among the largest providers of credit facilities in the tax exempt financing market since the downturn in our U.S. economy. Our deep familiarity with this sector is viewed as a strong benefit by our municipalities, private schools, colleges and universities clientele. We believe that our proven track record along with our experience in deal execution, will ensure an efficient, cost effective transition for City of Dania Beach. Client references are available upon request.

Financing relationships with local **South Florida** municipalities include but are not limited to:

- **City of Dania Beach (The City has been a Client of TD for over 5 years)**
- City of Delray
- City of Hallandale Beach
- City of Pembroke Pines
- St Lucie County Board
- Miami Shores Village
- Town of Cutler Bay
- Village of Pinecrest
- City of Weston
- City of West Palm
- Town of Davie
- Town of Jupiter
- Town Lantana
- Town of Southwest Ranches
- City of Coral Gables
- Town of Medley
- Village of Key Biscayne
- City of Marathon
- City of Hialeah Gardens
- City of Marco Island
- City of West Park

RFP Required Forms & Affidavits



EXHIBIT "ONE"

CITY OF DANIA BEACH, FLORIDA
Sworn Statement Under §287.133(3)(a), 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 Bid, Proposal or Contract No. 15-009

2. This sworn statement is submitted by: TD BANK, N.A.
(name of entity submitting sworn statement)

its business address is:

2035 Limestone Road
Wilmington, Delaware 19808

Federal Identification Number
(FEIN) is:
(if applicable)

01-0137770

Social Security Number:
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: Delleperche Joseph
(print name of individual signing this document)

and my relationship to the entity is: Senior Vice President
(President, General Partner, etc. as applicable)

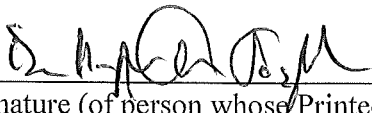
4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state 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 to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and 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 a plea of "No Contest").

6. I understand that an "affiliate" as defined in §287.133(1)(a), 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 which 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 §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services 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 that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
- a) 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.
 - b) 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):
 - 1. 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)

2. _____ 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)
3. _____ 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)



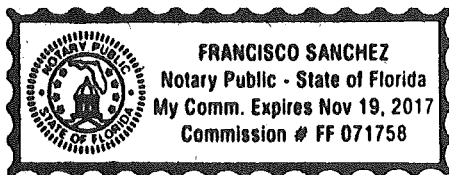
Signature (of person whose Printed Name first appears above)

7/1/2015

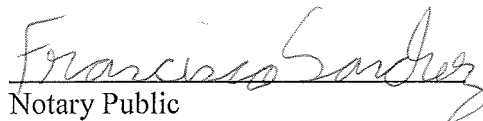
Date

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me on JULY 1ST, 2015, by _____
DELEPERCHE JOSEPH, who (check one) is personally known to me or has produced
as identification.



My commission expires: Nov 19, 2017



Notary Public

FRANCISCO SANCHEZ

PRINT Name of Notary Public

EXHIBIT "TWO"

NON-COLLUSION AFFIDAVIT

CITY PROJECT NAME: BANK LOAN \$6,000,000 (Not-to-Exceed)
GENERAL OBLIGATION REFUNDING NOTE,
SERIES 2015 (FMLC 2005D)

CITY BID NO. 15-009

The undersigned Respondent has not divulged, discussed, or compared his/her/its response with any other Respondent, and has not colluded with any other Respondent or parties to this RFP whatsoever.

Delleperche Joseph on behalf of TD Bank, N.A.
Name of Respondent

[Signature]
Signature

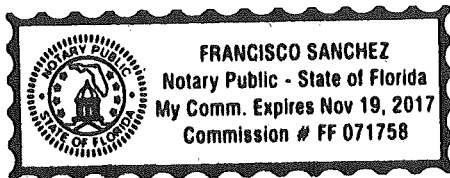
Delleperche Joseph
PRINT Name

Senior Vice President
Title

7-1-, 2015
Date

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

Sworn to and subscribed before me on JULY 1ST, 2015, by DELLEPERCHE
JOSEPH who is personally known to me or who has produced FL
DRIVER LICENSE, as identification.



Francisco Sanchez
Notary Public

FRANCISCO SANCHEZ
PRINT Name of Notary Public

My commission expires: Nov 19, 2017

EXHIBIT "THREE"

INSURANCE AGENT STATEMENT *

I have reviewed the insurance requirements in the RFP Documents with the Bidder or Respondent, whose name is TD BANK, N.A., and the Bidder or Respondent can meet all of the insurance requirements as required in the Bid Documents. The policies for such insurance requirements described in the RFP carry the following deductibles:

Professional Liability policy for this particular RFP is \$ 1,000,000, and claims made _____.

[Signature]
Signature of Insurance Agent

DELLEPERCHE JOSEPH
PRINT Name of Insurance Agent

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE

This Insurance Agent Statement was acknowledged before me on JULY 1ST, 2015, by DELLEPERCHE JOSEPH, as SVP on behalf of TD BANK, who is personally known to me or who has produced FL DRIVERS LICENSE as identification.



[Signature]
Notary Public

Print Name: FRANCISCO SANCHEZ

My Commission Expires: NOV 19, 2017

*** NOTE:** (This Insurance Agent Statement Form must be completed and executed by the Respondent's Insurance Agent. The original of this Insurance Agent Statement Form and copies of the "Preliminary" Certificates of Insurance must be included in the Firm's submittal of its response to the City.

The City shall receive an "Original" Certificate of Insurance as a result of the submitted Insurance Agent Statement BEFORE the awarded Agreement is signed between the successful Respondent and the City.



Certificate of Insurance

No.: TDBNA-2015-323-E&O

Dated: June 29, 2015

This document supersedes any certificate previously issued under this number

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

Certificate Holder: City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004 Attn.: , City Clerk RFP 15-009	Named Insured and Address: TD Bank, N.A. 9000 Atrium Way Mt. Laurel, NJ 08054
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This certificate is issued regarding:

Evidence of Insurance

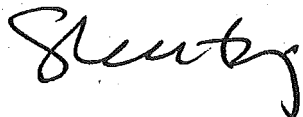
Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability
ERRORS & OMISSIONS • Professional Liability	Lloyd's Underwriters	FINFW1500106	Jun 01, 2015 to May 01, 2016	Any One Loss \$ 1,000,000

Additional Information:

This Certificate of Insurance is contingent upon award of contract to TD Bank, N.A.

Notice of cancellation:

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate.

Marsh Canada Limited 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 416-868-7696 Fax: 416-868-2103 scott.t.keeting@marsh.com	Marsh Canada Limited  By: _____ Scott Keeting
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STATE OF FLORIDA
Office of the Chief Financial Officer
Division of Treasury
Bureau of Collateral Management

**CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT**

This is to certify that

TD BANK, N.A.
2035 LIMESTONE ROAD
WILMINGTON, DELAWARE 19808

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(13), Florida Statutes.

Given under my hand this 14th day of April, 2011.

A handwritten signature in black ink, appearing to read "J. W. Stewart", written over a horizontal line.

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

EXHIBIT "FOUR"

REQUEST FOR PROPOSAL
CITY OF DANIA BEACH
\$6,000,000 (Not-to-Exceed) GENERAL OBLIGATION REFUNDING NOTE, SERIES
2015 (FMLC 2005D) - BANK QUALIFIED

1. Name & Address of Proposer: TD BANK, N.A.
5900 North Andrews Ave. 2ND Floor
Fort Lauderdale, FL 33309

2. Contact Person of Proposer: Delle Joseph, SUP
Title: Senior Vice President
Phone #: (305) 441-5692
E-Mail: Delle.Joseph@TD.com

3. Expenses to be paid by City (specify each category and amount):

<u>Item</u>	<u>Cost</u>
<u>BANK LEGAL FEES</u>	<u>\$5,000</u>

4. A. Interest Rate: Callable any time on or after October 1, 2025 at Par: 3.06%

Formula: ① (67% of 10 year H-15 SWAP Rate) + 1.40% or
② (67% of 10 year H-15 Treasury Rate) + 1.47%

Interest Rate(s) Held Until: Thru closing Date

B Interest Rate: Callable any time without penalty 3.42%

Formula: ① (67% of 10 year FED H-15 SWAP Rate) + 1.76%
② (67% of 10 year FED H-15 Treasury Rate) + 1.86%

Interest Rate(s) Held Until: Thru closing date

C. Interest Rate: Non-Callable: 2.93%

Formula: ① (67% of 10 year FED H-15 SWAP Rate) + 1.27% or
② (67% of 10 year FED H-15 Treasury) + 1.37%


Interest Rate(s) Held Until: Thru expected closing Date of 8/27
IF NOTICE IS PROVIDED TO BANK AS PER
Term Sheet.

List 3 recent similar financings including a reference for each:

- 1- City of Coral Springs
- 2- Miami Shores Village
- 3- Town of Davie

Bank Counsel: Green Spoon Pardee / (Skip Miller, Esq.)

Bank Counsel Fee: \$5,000

Signature of Proposer  Date: 7/1/2015
For TD Bank, N.A.
Senior Vice President