



Agenda Commentary

Item Title/ Subject: Street Sweeper

Staff Source: Donald Webb, Public Works Director

History/Background Information: The current Sweeper is a 2002 Freightliner Chassis with 45,480 miles on it. The Sweeper is a Johnson with 8,815 hours, that is currently in need of a pony motor and a shuttle drive. The estimated cost to repair is around \$30,000.00.

Item/Subject Summary: Due to the extensive damage to the current Sweeper we asked vendors for quotes on replacing the Sweeper unit on our chassis as well as on new Sweepers. We also asked the vendors for quotes on rental units. The quoted price for putting a Sweeper unit on our chassis was around \$140,000.00 with an 8 week lead time. The price of a rental unit is \$8,500.00/ month.

Price/Cost: We had 3 quotes returned to us on different Sweepers ranging in the price from \$199,403.00 to \$171,500.00.

Recommendation: The City needs a Street Sweeper in operation to help keep the City's appearance neat. I recommend we choose the Tymco Sweeper and the Lease Purchase Agreement.



March 18, 2105

Mr. Donald Webb
City of Clinton
415 Gary Blvd.
Clinton Oklahoma 73601

We are pleased to present the following **BID** quotation, option 1:

One 2015 Tymco Model 600 BAH street sweeper with the following standard features:

JOHN DEERE turbo charged 4045T Tier-3 4 cylinder 4.5L engine with fuel/water separator included
AUTOMATIC SHUT DOWN SYSTEM when engine coolant temperature is too high, coolant level is too low, or oil pressure is too low
DUST CONTROL SYSTEM includes 220 gallon water tank, 5 gpm. electric water pump, low water warning light, spray nozzles around pick up head, gutter broom and inside hopper
INSTRUMENTS IN CAB include oil/temperature gauges, keyed ignition, tachometer, auxiliary engine hour meter and throttle. Paddle switches have illuminated legend windows for easier night operation
HOPPER SUCTION PARTITION
HYDRAULIC TANK SIGHT/TEMPERATURE GUAGE - external mounts on tank
TWIN GUTTER BROOMS, FLOOD LIGHTS, PARABOLIC MIRRORS - left and right side mounted
43" wire filled digger type brooms with adjustable flood lights for each broom and 8" convex mirrors on front fenders
PRESSURE BLEEDER - air pressure is deflected out allowing additional suction across the front of the pick-up hear
WATER FILL HOSE AND RACK with flexible 20 foot long water tank fill hose with a 2-1/2" hydrant coupling with mount. System incorporated an air gap
AMBER HIGH POWERED STROBE LIGHT with limb guard
REAR MOUNTED LIGHTS (2) alternating/flashing
BACK UP ALARM
FLOOD LIGHTS ON REAR (2)
DUO SKIDS warranted for two years/2000 hours prorated
RUBBER LINER BLOWER
SEVERE WEATHER WIRING
LINEAR ACTUATOR-THROTTLE

2015 International 4300 M-7 Dual Drive Chassis
Dual air ride seats
Air conditioned
Tilt wheel
AM/FM/CD player



Optional equipment included in bid price:

Abrasion protection package
Auxiliary hydraulic system
Auxiliary fuse panel
Broom assist pick up head
Dump switch in cab
Gutter broom tilt adjuster – right side
Gutter broom variable speed
High output water
High capacity dust separator
Pick up head curtain lifter
Reverse head pick up chains

Please allow 5-10 days for delivery

BID PRICE \$171,500.00

Bid price includes delivery and onsite training of equipment, all units are subject to prior sale.

All sales are subject to United Engines Terms and Conditions of Sale which can be found at <http://unitedengines.com/UEStandardTC.pdf> and which are incorporated by reference into this document as if fully set forth herein.

Accepted by _____ Date _____

Respectfully submitted,

Dave Chapel
United Engines
5555 West Reno Avenue
Oklahoma City, Oklahoma 73127
405-625-2044
dchapel@unitedengines.com

OKLAHOMA LEASE-PURCHASE AGREEMENT

THIS OKLAHOMA LEASE-PURCHASE AGREEMENT **No.6976** (hereafter referred to as "Agreement") dated as of **April 7, 2015**, by and between **Government Capital Corporation**, a Texas corporation (herein referred to as "Lessor"), and **City of Clinton**, a political subdivision or agency of the State of Oklahoma (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Term and Payments. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided herein, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. This Agreement will become effective upon the execution hereof by Lessee and Lessor and upon approval of the Agreement by the Board of the Lessee. The term of this Agreement will extend for the Lessee's 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, and 2020-2021 fiscal years only if mutually ratified by Lessee and Lessor for each of those fiscal years. In accordance with 62 O. S. Section 430.1, continuation of this Agreement past the current 2014-15 fiscal year is dependent upon mutual ratification by Lessee and Lessor. All rights afforded under title 62 O. S. Section 430.1 of Oklahoma law are incorporated in this agreement by reference. The Lessee agrees the Board of Lessee will take action to ratify or not ratify this Agreement for the next ensuing fiscal year at its regular July meeting and to notify Lessor as to whether the Agreement is ratified or not ratified for the next ensuing fiscal year. The Lessor hereby ratifies the continuation of the Agreement through the fiscal year ending June 30, 2021. The Lessor and Lessee agree that under no circumstances will the Agreement be extended beyond the fiscal year ending June 30, 2021. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.

2. Non-Appropriation and Right of Termination. The obligations of Lessee to make Lease Payments (called for in Exhibit B) and to make any other payments to Lessor (or to any other person) pursuant to this Agreement are subject to appropriation by the Lessee of funds that are lawfully available to be applied for such purpose. If Lessee fails to make such an appropriation prior to a fiscal period of Lessee, for the Lease Payments scheduled in such fiscal period, Lessor may terminate this Agreement. Lessee may terminate this Agreement by providing written notice of such termination to Lessor following its regular July Board meeting. Upon any such termination of this Agreement, all of Lessee's rights, title and interest in and its obligation under this Agreement and to the Property shall terminate effective on the last day of the last fiscal period of Lessee for which such an appropriation was made. If Lessee ratifies and renews this Agreement for a subsequent fiscal year, Lessee agrees to encumber the required funds to make the Lease Payments due hereunder at the first meeting of Lessee's Board in July of the then current fiscal year by approving an appropriate purchase order for this Agreement.

3. Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Agreement. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Property, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Agreement, Lessee shall promptly reimburse Lessor therefor.

4. Lessee's Covenants and Representations. Lessee covenants and represents as follows:

(a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;

(b) All Payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purposes; Lessee will, to the extent permitted by State law and other terms and conditions of this Agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all of its obligations hereunder, and Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;

(c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization of performance of, or expenditure of funds pursuant to, this Agreement;

(d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with the Agreement are true and correct;

(e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property.

(f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder; and

(g) Lessee's right to terminate this Agreement as specified in Sections 1 and 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

(h) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any Fiscal Year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(i) Lessee will pay the Lease Payment Due by check, wire transfer, or ACH only.

5. Use and Licenses. Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor, in writing, permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. If applicable, any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. Maintenance. Lessor shall not be obligated to make any repairs or replacements. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. Alterations.

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. Liens. Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. Damage to or Destruction of Property. Lessee shall bear the entire risk of loss, damage, theft or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessee, will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. Insurance. Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of this Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium receipts, and each insurer shall agree to give Lessor written notice of non-payment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property.

11. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATION OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

12. Purchase Option/Payment. Upon payment of the purchase price, plus interest as provided on Exhibit B, the Property shall belong to the Lessee and the Lessor shall execute and deliver a Quit Claim Bill of Sale to the Lessee conveying the Property "as is", but free and clear of any lien, encumbrance, or security interest created or permitted and not discharged by Lessor. The Lessee shall have an option to purchase the Property in whole but not in part, upon sixty (60) days written notice to Lessor by payment of the then applicable purchase price, plus interest, according to the attached Exhibit B. However, should Lessee have no purchase option or right to prepay the Lease according to the Option to Purchase column of the attached Exhibit B, any attempt to do so shall constitute an Event of Default.

13. Default and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter;
(2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the ten (10) days after notice thereof;
(3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;

(4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or
(5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(b) Upon the occurrence of any Event of Default specified herein, Lessor may, at its sole discretion, exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection therewith;

(4) Sell the Property or any portion thereof for Lessor's account at public or private sale, for cash or credit, without demand on notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit B, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses," as that term is used in this Section, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code.

(6) Under no circumstances shall Lessee be liable under this subsection (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

14. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 12 hereof, Lessee shall, upon any earlier termination hereof pursuant to the terms of this Agreement, surrender the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted.

15. Assignment. Without Lessor's prior written consent, Lessee will not either *(i)* assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or *(ii)* sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

16. Personal Property. The Property is and shall at all times be and remain personal property.

17. Title. Lessor or its assignee will retain title to the Property during the lease term. Title to the Property will pass to Lessee upon (and only upon) Lessee's exercise of the purchase option provided in Section 12 hereof and the complete payment and performance by Lessee of all of Lessee's obligations under this Agreement, and in such case Lessor agrees to execute such instruments and do such things as Lessee reasonably requests in order to effectuate the passage of title to Lessee.

18. Lessor's Right to Perform for Lessee. If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

19. Interest on Default. If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

20. Notices. Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

21. Tax Exemption. Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations," as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 ("the Code"), will be issued by it and any subordinate entities during 2015. Further, Lessee designates this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

22. Continuing Disclosure. Specifically and without limitation, Lessee agrees to provide audited financial statements, prepared by a certified public accountant not later than six (6) months after and as of the end of each fiscal year. Periodic financial statements shall include a combined balance sheet as of the end of each such period, and a combined statement of revenues, expenditures and changes in fund balances, from the beginning of the then fiscal year to the end of such period. These reports must be certified as correct by one of Lessee's authorized agents. If Lessee has subsidiaries, the financial statements required will be provided on a consolidated and consolidation basis.

23. Miscellaneous.

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property. Lessor may, for the purpose of inspection, at any reasonable time during regular business hours enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessor. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neutral gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____ in 2015.

THIS OBLIGATION IS A PRESENT OBLIGATION OF THE LESSEE TO MAKE PAYMENTS AS DESCRIBED ON EXHIBIT B WITHOUT REGARD INCLUDING, BUT NOT LIMITED TO, FEDERAL, STATE AND OTHER GRANTS, GIFTS, ETC.

Lessor: Government Capital Corporation

Authorized Signature
345 Miron Dr.
Southlake, TX 76092

Witness _____ Signature_____
Print Name _____
Print Title _____

Lessee: City of Clinton

Seth Adams, Mayor
415 Gary Blvd
Clinton, OK 73601

Witness _____ Signature_____
Print Name _____
Print Title _____

EXHIBIT A
DESCRIPTION OF PROPERTY

OKLAHOMA LEASE-PURCHASE AGREEMENT **NO.6976** (THE "AGREEMENT")
BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Clinton
Dated as of April 7, 2015

QTY	DESCRIPTION
------------	--------------------

STREET SWEEPER

- | | |
|---------|---|
| One (1) | 2015 TYMCO Model 600 BAH street sweeper with the following standard features: <ul style="list-style-type: none">➤ JOHN DEERE turbo charged 4045T Tier-3 4 cylinder 4.5L engine with fuel/water separator included.➤ AUTOMATIC SHUT DOWN SYSTEM when engine coolant temperature is too high, coolant level is too low, or oil pressure is too low.➤ DUST CONTROL SYSTEM includes 220 gallon water tank, 5 gpm. electric water pump, low water warning light, spray nozzles around pick up head, gutter broom and inside hopper.➤ INSTRUMENTS IN CAB include oil/temperature gauges, keyed ignition, tachometer, auxiliary engine hour meter and throttle. Paddle switches have illuminated legend windows for easier night operation.➤ HOPPER SUCTION PARTITION.➤ HYDRAULIC TANK SIGHT/TEMPERATURE GUAGE - external mounts on tank.➤ TWIN GUTTER BROOMS, FLOOD LIGHTS, PARABOLIC MIRRORS - left and right side mounted 43" wire filled digger type brooms with adjustable flood lights for each broom and 8" convex mirrors on front fenders.➤ PRESSURE BLEEDER - air pressure is deflected out allowing additional suction across the front of the pick-up hear.➤ WATER FILL HOSE AND RACK with flexible 20 foot long water tank fill hose with a 2-1/2" hydrant coupling with mount. System incorporated an air gap.➤ AMBER HIGH POWERED STROBE LIGHT with limb guard.➤ REAR MOUNTED LIGHTS (2) alternating/flashing.➤ BACK UP ALARM.➤ FLOOD LIGHTS ON REAR (2).➤ RUBBER LINER BLOWER.➤ SEVERE WEATHER WIRING.➤ LINEAR ACTUATOR-THROTTLE. |
| One (1) | 2015 International 4300 M-7 Dual Drive Chassis <ul style="list-style-type: none">➤ Dual air ride seats.➤ Air conditioned.➤ Tilt wheel.➤ AM/FM/CD player. |

PROPERTY LOCATIONS:

City of Clinton
415 Gary Blvd
Clinton, OK 73601

EXHIBIT B**>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<**OKLAHOMA LEASE PURCHASE AGREEMENT **No.6976** (THE "AGREEMENT")

BY AND BETWEEN

Lessor: Government Capital Corporation *and***Lessee:** City of Clinton

Schedule dated as of April 15, 2015

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
1	07/15/15	\$2,612.17	\$1,188.01	\$1,424.16	N/A
2	08/15/15	\$2,612.17	\$391.83	\$2,220.34	N/A
3	09/15/15	\$2,612.17	\$386.74	\$2,225.43	N/A
4	10/15/15	\$2,612.17	\$381.64	\$2,230.53	N/A
5	11/15/15	\$2,612.17	\$376.53	\$2,235.64	N/A
6	12/15/15	\$2,612.17	\$371.41	\$2,240.76	N/A
7	01/15/16	\$2,612.17	\$366.27	\$2,245.90	N/A
8	02/15/16	\$2,612.17	\$361.13	\$2,251.04	N/A
9	03/15/16	\$2,612.17	\$355.97	\$2,256.20	N/A
10	04/15/16	\$2,612.17	\$350.80	\$2,261.37	N/A
11	05/15/16	\$2,612.17	\$345.62	\$2,266.55	N/A
12	06/15/16	\$2,612.17	\$340.42	\$2,271.75	N/A
13	07/15/16	\$2,612.17	\$335.22	\$2,276.95	N/A
14	08/15/16	\$2,612.17	\$330.00	\$2,282.17	N/A
15	09/15/16	\$2,612.17	\$324.77	\$2,287.40	N/A
16	10/15/16	\$2,612.17	\$319.53	\$2,292.64	N/A
17	11/15/16	\$2,612.17	\$314.27	\$2,297.90	N/A
18	12/15/16	\$2,612.17	\$309.01	\$2,303.16	N/A
19	01/15/17	\$2,612.17	\$303.73	\$2,308.44	N/A
20	02/15/17	\$2,612.17	\$298.44	\$2,313.73	N/A
21	03/15/17	\$2,612.17	\$293.14	\$2,319.03	N/A
22	04/15/17	\$2,612.17	\$287.82	\$2,324.35	N/A
23	05/15/17	\$2,612.17	\$282.49	\$2,329.68	N/A
24	06/15/17	\$2,612.17	\$277.16	\$2,335.01	N/A
25	07/15/17	\$2,612.17	\$271.80	\$2,340.37	\$116,836.95
26	08/15/17	\$2,612.17	\$266.44	\$2,345.73	\$114,468.19
27	09/15/17	\$2,612.17	\$261.07	\$2,351.10	\$112,094.50
28	10/15/17	\$2,612.17	\$255.68	\$2,356.49	\$109,715.86
29	11/15/17	\$2,612.17	\$250.28	\$2,361.89	\$107,332.26
30	12/15/17	\$2,612.17	\$244.86	\$2,367.31	\$104,943.70
31	01/15/18	\$2,612.17	\$239.44	\$2,372.73	\$102,550.16
32	02/15/18	\$2,612.17	\$234.00	\$2,378.17	\$100,151.64
33	03/15/18	\$2,612.17	\$228.55	\$2,383.62	\$97,748.12
34	04/15/18	\$2,612.17	\$223.09	\$2,389.08	\$95,339.59
35	05/15/18	\$2,612.17	\$217.61	\$2,394.56	\$92,926.04
36	06/15/18	\$2,612.17	\$212.13	\$2,400.04	\$90,507.47
37	07/15/18	\$2,612.17	\$206.63	\$2,405.54	\$88,083.86
38	08/15/18	\$2,612.17	\$201.11	\$2,411.06	\$85,655.20
39	09/15/18	\$2,612.17	\$195.59	\$2,416.58	\$83,221.48

EXHIBIT B (Continued)**>> SCHEDULE OF PAYMENTS & OPTION TO PURCHASE PRICE <<**OKLAHOMA MUNICIPAL LEASE PURCHASE AGREEMENT **No.6976** (THE "AGREEMENT")

BY AND BETWEEN

Lessor: Government Capital Corporation *and***Lessee:** City of Clinton

Schedule dated as of April 15, 2015

PMT NO.	PMT DATE MO DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	OPTION TO PURCHASE after pmt on this line
40	10/15/18	\$2,612.17	\$190.05	\$2,422.12	\$80,782.69
41	11/15/18	\$2,612.17	\$184.50	\$2,427.67	\$78,338.82
42	12/15/18	\$2,612.17	\$178.94	\$2,433.23	\$75,889.86
43	01/15/19	\$2,612.17	\$173.36	\$2,438.81	\$73,435.79
44	02/15/19	\$2,612.17	\$167.77	\$2,444.40	\$70,976.61
45	03/15/19	\$2,612.17	\$162.17	\$2,450.00	\$68,512.31
46	04/15/19	\$2,612.17	\$156.56	\$2,455.61	\$66,042.87
47	05/15/19	\$2,612.17	\$150.93	\$2,461.24	\$63,568.29
48	06/15/19	\$2,612.17	\$145.29	\$2,466.88	\$61,088.55
49	07/15/19	\$2,612.17	\$139.63	\$2,472.54	\$58,603.65
50	08/15/19	\$2,612.17	\$133.97	\$2,478.20	\$56,113.57
51	09/15/19	\$2,612.17	\$128.29	\$2,483.88	\$53,618.30
52	10/15/19	\$2,612.17	\$122.60	\$2,489.57	\$51,117.83
53	11/15/19	\$2,612.17	\$116.89	\$2,495.28	\$48,612.16
54	12/15/19	\$2,612.17	\$111.17	\$2,501.00	\$46,101.27
55	01/15/20	\$2,612.17	\$105.44	\$2,506.73	\$43,585.14
56	02/15/20	\$2,612.17	\$99.70	\$2,512.47	\$41,063.77
57	03/15/20	\$2,612.17	\$93.94	\$2,518.23	\$38,537.15
58	04/15/20	\$2,612.17	\$88.17	\$2,524.00	\$36,005.27
59	05/15/20	\$2,612.17	\$82.38	\$2,529.79	\$33,468.11
60	06/15/20	\$2,612.17	\$76.59	\$2,535.58	\$30,925.67
61	07/15/20	\$2,612.17	\$70.78	\$2,541.39	\$28,377.93
62	08/15/20	\$2,612.17	\$64.95	\$2,547.22	\$25,824.88
63	09/15/20	\$2,612.17	\$59.11	\$2,553.06	\$23,266.51
64	10/15/20	\$2,612.17	\$53.26	\$2,558.91	\$20,702.81
65	11/15/20	\$2,612.17	\$47.40	\$2,564.77	\$18,133.77
66	12/15/20	\$2,612.17	\$41.52	\$2,570.65	\$15,559.38
67	01/15/21	\$2,612.17	\$35.63	\$2,576.54	\$12,979.63
68	02/15/21	\$2,612.17	\$29.73	\$2,582.44	\$10,394.50
69	03/15/21	\$2,612.17	\$23.81	\$2,588.36	\$7,803.99
70	04/15/21	\$2,612.17	\$17.88	\$2,594.29	\$5,208.08
71	05/15/21	\$2,612.17	\$11.93	\$2,600.24	\$2,606.76
72	06/15/21	\$2,612.17	\$5.96	\$2,606.21	\$1.00
Grand Totals		\$188,076.24	\$15,670.53	\$172,405.71	

Rate: 2.75%

Accepted By Lessee:

Seth Adams, Mayor

INCUMBENCY, INSURANCE, AND ESSENTIAL USE CERTIFICATES

OKLAHOMA LEASE-PURCHASE AGREEMENT NO.6976 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and Lessee, City of Clinton

Dated as of April 7, 2015

I, Lisa Anders, do hereby certify that I am the duly elected or appointed and acting City Clerk (Keeper of the Records), of City of Clinton, a political subdivision or agency duly organized and existing under the laws of the State of Oklahoma that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named below are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite their respective name(s). I further certify that (i) the signature(s) set opposite their respective name(s) and title(s) are their true and authentic signature(s), and (ii) such officers have the authority on behalf of such entity to enter into that certain Oklahoma Lease-Purchase Agreement dated as of, April 7, 2015 between such entity and Government Capital Corporation.

Name

Title

Signature

Seth Adams

Mayor

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2015.

By Lessee:

Lisa Anders, City Clerk

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. "Lessor or its Assigns" should be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee.

The following information is provided about insurance. (PLEASE FILL IN THE INFORMATION BELOW)

INSURANCE COMPANY/AGENT'S:

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

POLICY NUMBER: _____

I, Mark Skiles, City Manager, of City of Clinton ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of April 7, 2015, between such entity and Government Capital Corporation ("Lessor"), will be used by the undersigned Lessee for the following purpose: **(PLEASE FILL OUT PRIMARY USE BELOW)**.

PRIMARY USE _____

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand this _____ day of _____, 2015.

By Lessee:

Seth Adams, Mayor

For Lessee: City of Clinton

CERTIFICATE OF ACCEPTANCE

OKLAHOMA LEASE-PURCHASE AGREEMENT No. 6976 (THE "AGREEMENT")

BY AND BETWEEN

Lessor, Government Capital Corporation and **Lessee**, City of Clinton

Dated as of April 7, 2015

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the Property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) had been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purposes, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of this Agreement.

By Lessee:

_____ (*)

Seth Adams, Mayor

For Lessee: City of Clinton

ACCEPTED on this the _____ day of _____, 2015.

(*) ACCEPTANCE MUST BE SIGNED **ONLY IF NO** ESCROW AGREEMENT IS INCLUDED

2. **PROPERTY:**

STREET SWEEPER, SEE ATTACHED EXHIBIT A.

3. **USE:** The primary use of the Property is as follows (**PLEASE FILL OUT PRIMARY USE BELOW**)

PRIMARY USE _____

4. **PROPERTY LOCATION:**

City of Clinton
415 Gary Blvd
Clinton, OK 73601

5. **INVOICING:** Invoices shall be sent to the following address, including to whose attention invoices should be directed:

City of Clinton
Attn.: Debra Blanchard
P. O. Box 1177
Clinton, OK 73601

6. **INSURANCE:** Lessee certifies that property and liability insurance have been secured in accordance with the Agreement and such coverage will be maintained in force for the term of the Agreement. Lessor will be designated as loss payee until Lessee is notified, in writing, to substitute a new loss payee. (**PLEASE CONFIRM INSURANCE TYPE BELOW**)

_____ Company Insured _____ Election to self-insure (in accordance with Section 10 of the Agreement).

7. **MAINTENANCE:** In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows: (**PLEASE CONFIRM MAINTENANCE TYPE BELOW**)

_____ Maintenance Contract _____ Election to self-maintain

[to be retyped on letterhead of lessee's counsel]

Government Capital Corporation
Attention Documentation Department
345 Miron Drive
Southlake, TX 76092

RE: Oklahoma Lease Purchase Agreement No.6976

Dear Lessor,

I have acted as Counsel to City of Clinton with respect to that certain Oklahoma Lease Purchase Agreement No.6976, by and between Government Capital Corporation as Lessor and City of Clinton as Lessee. I have reviewed the Agreement and such other documents, records and certificates of Lessee and appropriate public officials as I have deemed relevant and am of the opinion that:

1. The Lessee is a political subdivision or agency of the State of Oklahoma with the requisite power and authority to incur obligations, the interest on which is exempt from taxation by virtue of Section 103(a) of the Internal Revenue Code of 1986;
2. The execution, delivery and performance by the Lessee of the Agreement have been duly authorized by all necessary action on the part of the Lessee; and
3. The Agreement constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms.
4. The above opinions may be relied upon by the Lessee, Lessor, or its Assigns.

Sincerely,

Attorney at Law

RESOLUTION # _____

A RESOLUTION REGARDING AN OKLAHOMA LEASE-PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING A "STREET SWEEPER".

WHEREAS, the City of Clinton desires to enter into that certain Oklahoma Lease-Purchase Agreement dated as of April 7, 2015, by and between City of Clinton and Government Capital Corporation, for the purpose of financing a "**Street Sweeper**". City of Clinton desires to designate this Agreement as a "qualified tax exempt obligation" of the City for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City desires to designate Seth Adams, Mayor, as an authorized signer of the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY OF CLINTON:

Section 1. That the City of Clinton enters into a Oklahoma Lease-Purchase Agreement with Government Capital Corporation for the purpose of financing a "**Street Sweeper**".

Section 2. That the Oklahoma Lease-Purchase Agreement dated as of April 7, 2015, by and between the City of Clinton and Government Capital Corporation is designated by the City as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Clinton designates Seth Adams, Mayor, as an authorized signer of the Oklahoma Lease-Purchase Agreement dated as of April 7, 2015, by and between the City of Clinton and Government Capital Corporation.

PASSED AND APPROVED by the City Council of the City of Clinton in a meeting held on the ___ day of _____, 2015.

Lessee: City of Clinton

Witness Signature

Seth Adams, Mayor

Lisa Anders, City Clerk

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
 See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Clinton		2 Issuer's employer identification number (EIN) 73-6005149
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) P. O. Box 1177	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Clinton, OK 73601		7 Date of issue
8 Name of issue Agreement No.6976		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Seth Adams, Mayor		10b Telephone number of officer or other employee shown on 10a 580-232-7898

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe Street Sweeper	18	\$172,405 71
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>		
If obligations are BANs, check only box 19b <input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06-15-2021	\$ 172,405.71	\$ N/A	6 years	2.75 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest	22	N/A		
23	Issue price of entire issue (enter amount from line 21, column (b))	23	\$172,405 71		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	\$905	71	
25	Proceeds used for credit enhancement	25	N/A		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A		
27	Proceeds used to currently refund prior issues	27	N/A		
28	Proceeds used to advance refund prior issues	28	N/A		
29	Total (add lines 24 through 28)	29	\$905	71	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$171,500	00	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	N/A years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	N/A years N/A
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

- | | | | |
|------------|--|--|--|
| 35 | | | |
| 36a | | | |
| 37 | | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
 - 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
 - b** Enter the final maturity date of the GIC · _____
 - c** Enter the name of the GIC provider · _____
 - 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
 - 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:
 - b** Enter the date of the master pool obligation · _____
 - c** Enter the EIN of the issuer of the master pool obligation · _____
 - d** Enter the name of the issuer of the master pool obligation · _____
 - 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box
 - 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box
 - 41a** If the issuer has identified a hedge, check here and enter the following information:
 - b** Name of hedge provider · _____
 - c** Type of hedge · _____
 - d** Term of hedge · _____
 - 42** If the issuer has superintegrated the hedge, check box
 - 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box
 - 44** If the issuer has established written procedures to monitor the requirements of section 148, check box
 - 45a** If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement _____
 - b** Enter the date the official intent was adopted · _____

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	_____ Signature of issuer's authorized representative	_____ Date	_____ Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name			Firm's EIN	
	Firm's address			Phone no.	



**J&R
EQUIPMENT LLC**
8800 S.W. 8TH ST.
OKLAHOMA CITY, OK 73128
PH: (405) 495-5110
jandrequipment.com

2010 ELGIN WHIRLWIND

90 DAY CATASTROPHIC
WARRANTY ON CHASSIS'
ENGINE, TRANSMISSION
& DIFFERENTIAL .

90 DAY WARRANTY ON ELGIN
BODY - NOT WEAR ITEMS'



AVAILABLE IN 7-10 DAYS

SUBJECT TO PRIOR
SALE

CHASSIS

- 2009 Nissan UD3300 Chassis
- 230 HP Hino MD230 Diesel Engine
- Allison 2500 Series Transmission
- 11,900 lbs Front Axle
- 21,000 lbs Rear Axle
- Factory Dual Steer Cab Conversion
- 50 Gallon Fuel Tank
- Air Conditioning
- Remote Control Heated Mirrors
- AM/FM/CD
- Air dryer
- Dual Rear Flood Lights & Strobe
- Painted White

BODY

- Whirlwind MV Dual 28" Side Brooms
- 115 HP John Deere Aux Engine
- Auto Shutdown
- 8 Cubic Yard Hopper With 6" Rear Door Drain
- Hopper Inspection Door
- Lifeliner Hopper System
- 330 Gallon Water Capacity
- RH Gutter Broom Tilt
- Auto Shutter Door RH
- Variable Speed Side Brooms
- High Pressure Wash Down System
- Sweep resume
- Aux Hyd Pump
- PM10 Water system & Front Spray Bar
- Painted White

As Of 2/1/15

Stock: UA011016 Mileage: 24,000 Miles
Status: Ready For Work Hours: 2,700

NEW

QUOTE



FRONTIER EQUIPMENT

P.O. Box 850114
Yukon, Oklahoma 73085-0114

OFFICE
405/354-2611 ■ Fax 405/354-2992

Date	QUOTE #
3/23/2015	QUOTE 1268

Name / Address
CITY OF CLINTON P.O. BOX 1177 CLINTON, OK 73601

Ship To
CITY OF CLINTON, STREET DEPT. 415 GARY BOULEVARD CLINTON, OK 73601

Item	Description	Qty	Cost	Total
Misc. Parts	<p>2015 NEW AND UNUSED SCHWARZE A-7000 SWEEPER MOUNTED ON A 2015 FREIGHTLINER 33,000 GVW CHASSIS:</p> <p>INCLUDES ALL STANDARD EQUIPMENT AS WELL AS THE FOLLOWING:</p> <p>SWEEPER HEAD DELUGE DUAL GUTTER BROOMS DUAL GUTTER BROOM POWER TILT HOPPER DUMP ASSIST SHAKER HOPPER DELUGE REAR HAND HOSE POWER BOOM HD REMOTE GREASE FITTINGS,FAN FRONT SPRAY BAR 115 JOHN DEERE TIER 3 AUXILARY ENGINE REMOTE THROTTLE FOR HAND HOSE DUAL HOPPER STROBE LIGHT WITH GUARD ARROWBOARD DUAL STEARING DUAL AIR RIDE SEATS BENDIX AIR DRYER AM/FM RADIO WITH CD AND WEATHERBAND ALLISON 2500 6 SPEED AUTOMATIC TRANSMISSION DELIVERY AND ON-SITE TRAINING</p> <p>PRICING DETAIL: \$120,260.00 SWEEPER LIST PRICE -\$3,607.00 OKLAHOMA STATE CONTRACT DISCOUNT +\$2,000.00 MOUNT FEE +\$2,500.00 DELIVERY + \$78,250.00 CHASSIS TOTAL DELIVERED PRICE \$199,403.00</p> <p>THE TIER 3 ENGINE QUANTITY IS VERY LIMITED. THEY ARE SUBJECT TO SALE. PRICING IS PER OKLAHOMA STATE CONTRACT SW-191. TAXES NOT INCLUDED.</p>	1	199,403.00	199,403.00T

Subtotal		\$199,403.00
Sales Tax (0.0%)		\$0.00
Total		\$199,403.00

WELCH STATE BANK



Member F D I C

P.O. Box 129
396 S. Commercial
Welch, Ok 74369
PH. 918-788-3373
FAX 918-788-3364

DATE: April 1, 2015
TO: Bob Stavinoha
FROM: Sherri J. Mount
REF: City of Clinton, OK
EQUIP: Street Sweeper

Price	Term	Rate	Payment Amount
\$199,403.00	36 Months	2.47%	\$5,759.44
\$199,403.00	60 Months	2.59%	\$3,551.48

213,888

This quote is good for 30 days.
First payment due 30 days after delivery.
Quote is subject to credit approval.
\$200.00 doc fee is included in proposal.

This quote is given for a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, if this is not a "qualified tax-exempt obligation" rate(s) will be higher.