

BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING LEASE AGREEMENT WITH BELLEVUE TOYOTA-SCION

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2007), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2007), the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County of Sarpy desires to enter into a two-year lease agreement with Bellevue Toyota-Scion for a vehicle to be used by Investigations Division for undercover narcotics, as outlined in the lease agreement attached hereto as Exhibit A; and

WHEREAS, said attached lease agreement is for unique, non-competitive and professional services and is in the best interests of the citizens of Sarpy County; and,

NOW, THEREFORE, BE IT RESOLVED, By the Sarpy County Board of Commissioners that this Board hereby approves and adopts the lease agreement with Bellevue Toyota-Scion, a copy of which is attached.

BE IT FURTHER RESOLVED that the Chairman of this Board, together with the County Clerk, is hereby authorized to sign on behalf of this Board the lease agreement with Bellevue Toyota-Scion, a copy of which is attached, and any other related documents, the same being approved by the Board.

DATED this 19th day of April, 2011

MOVED by Rusty Hite, seconded by Jim Nekuda, that the above Resolution be adopted. Carried.

YEAS:

NAYS:

ABSENT:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

none

none

ABSTAIN:
none

Attest:

SEAL



[Signature]
County Clerk

CLOSED END MOTOR VEHICLE LEASE AGREEMENT



1. Parties

DEAL: 54651

Lease Date 04/14/2011

LESSOR (DEALER) NAME AND ADDRESS BELLEVUE TOYOTA 608 FORT CROOK RD NORTH BELLEVUE, NE 68005 PHONE NUMBER: 402-733-4445	LESSEE AND CO-LESSEE NAME AND LESSEE'S BILLING ADDRESS SARPY COUNTY SHERIF DEPT 1208 GOLDEN GATE DR PAPILLION NE 68046-2838 COUNTY:	VEHICLE GARAGING ADDRESS, IF DIFFERENT THAN LESSEE'S BILLING ADDRESS COUNTY:
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This is a Lease for the Vehicle described below. The words "you", "your" and "yours" refer to the Lessee and any Co-Lessee. The words "we", "us" and "our" refer to the Lessor, and after assignment, Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee. By signing this Lease, you are leasing this Vehicle according to all of the terms of this Lease.

2. Description of Leased Vehicle

You are leasing from us, and received in satisfactory condition, the following Vehicle:

New, Used or Demo	Year	Make	Model	Body Style	Vehicle Identification No.	Odometer Mileage
NEW	2011	TOYOTA				223

Primary Use: Personal, Family or Household Business, Agricultural or Commercial

FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

3. Amount Due at Lease Signing or Delivery (Itemized in Section 7 below) \$ <u>428.96</u>	4. Monthly Payments Your first Monthly Payment of \$ <u>428.96</u> is due on <u>04/14/2011</u> , followed by <u>23</u> payments of \$ <u>428.96</u> due on the <u>14TH</u> of each month. The total of your Monthly Payments is \$ <u>10295.04</u> .	5. Other Charges (not part of your Monthly Payment) Disposition fee (if you do not purchase the Vehicle) <u>\$350.00</u> Total <u>\$350.00</u>	6. Total of Payments (The amount you will have paid by the end of the Lease) <u>\$10645.04</u>
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Itemization of Amount Due at Lease Signing or Delivery

7. Amount Due at Lease Signing or Delivery:	8. How the Amount Due at Lease Signing or Delivery will be Paid:
a. Capitalized Cost Reduction \$ <u>0.00</u>	a. Net Trade-In Allowance \$ <u>0.00</u>
b. First Monthly Payment \$ <u>428.96</u>	b. Rebates and Noncash Credits \$ <u>0.00</u>
c. Refundable Security Deposit \$ <u>0.00</u>	c. Amount to be Paid in Cash \$ <u>428.96</u>
d. Title Fees \$ <u>0.00</u>	
e. Registration Fees \$ <u>0.00</u>	
f. License Fees \$ <u>0.00</u>	
g. Tax on Capitalized Cost Reduction \$ <u>0.00</u>	
h. Acquisition Fee \$ <u>0.00</u>	
i. <u>N/A</u> \$ <u>0.00</u>	
j. <u>OTHER UPFRONT</u> \$ <u>0.00</u>	
k. <u>N/A</u> \$ <u>0.00</u>	
l. <u>N/A</u> \$ <u>0.00</u>	
m. Total \$ <u>428.96</u>	d. Total \$ <u>428.96</u>

9. Your Monthly Payment is determined as shown below:

9a. Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <u>27836.96</u>) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balance). For an itemization of this amount, see Section 13. \$ <u>28486.96</u>	e. Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease Term. = \$ <u>7567.96</u>
b. Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the Gross Capitalized Cost. - \$ <u>0.00</u>	f. Rent Charge. The amount charged in addition to the Depreciation and any Amortized Amounts. + \$ <u>2727.08</u>
c. Adjusted Capitalized Cost. The amount used in calculating your Base Monthly Payment. = \$ <u>28486.96</u>	g. Total of Base Monthly Payments. The Depreciation and any Amortized Amounts plus the Rent Charge. = \$ <u>10295.04</u>
d. Residual Value. The value of the Vehicle at the end of the Lease used in calculating your Base Monthly Payment. - \$ <u>20919.00</u>	h. Lease Payments. The number of payments in your Lease. ÷ <u>24</u>
	i. Base Monthly Payment = \$ <u>428.96</u>
	j. Monthly Sales/Use Tax + \$ <u>0.00</u>
	k. <u>N/A</u> + \$ <u>0.00</u>
	l. Total Monthly Payment ("Monthly Payment") = \$ <u>428.96</u>

Early Termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

10. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 30,000 miles over the odometer mileage disclosed above, at the rate of \$0.15 per mile.

11. Purchase Option at End of Lease Term. You have an option to purchase the Vehicle at the end of the Lease Term for \$ 20919.00.

12. Other Important Terms. See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a. Agreed Upon Value of the Vehicle	\$ <u>27836.96</u>
b. Taxes	+ <u>0.00</u>
c. Initial Title, License and Registration Fees	+ <u>N/A</u>
d. Mechanical Breakdown Protection and/or Maintenance Agreement	+ <u>0.00</u>
e. Credit Life and/or Disability Insurance	+ <u>0.00</u>

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

- Remainder of standard new vehicle warranty from manufacturer
 Used vehicle warranty from manufacturer

YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Purchase Option at End of Lease Term.** You have an option to purchase the Vehicle at the end of the Lease Term for \$ 20919.00.
 12. **Other Important Terms.** See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

Gross Capitalized Cost Itemization and Other Items

13. Itemization of Gross Capitalized Cost

You will pay for the following items over the Lease Term, as part of your Monthly Payment:

a. Agreed Upon Value of the Vehicle	\$	<u>27836.96</u>
b. Taxes	+	<u>0.00</u>
c. Initial Title, License and Registration Fees	+	<u>N/A</u>
d. Mechanical Breakdown Protection and/or Maintenance Agreement	+	<u>0.00</u>
e. Credit Life and/or Disability Insurance	+	<u>0.00</u>
f. Guaranteed Automobile Protection	+	<u>0.00</u>
g. Outstanding Prior Credit or Lease Balance	+	<u>0.00</u>
h. Acquisition Fee	+	<u>650.00</u>
i. <u>N/A</u>	+	<u>0.00</u>
j. <u>N/A</u>	+	<u>0.00</u>
k. <u>N/A</u>	+	<u>0.00</u>
l. <u>N/A</u>	+	<u>0.00</u>
m. Gross Capitalized Cost	=	<u>28486.96</u>

14. Lease Term and Scheduled Maturity Date

The Lease Term of this Lease is 24 months, and the Scheduled Maturity Date of this Lease is 04/14/2013.

15. Required Insurance

You must provide the following insurance during the Lease Term, with the Lessee and/or Co-Lessee as an insured driver. No other types of insurance are required:

- a) primary automobile liability insurance with minimum limits for bodily injury or death of
 - i) \$ 100,000 for any one person, and
 - ii) \$ 300,000 for any one accident, and
 - iii) \$ 50,000 for property damage; and
- b) physical damage insurance for the full value of the Vehicle, with a maximum deductible of \$1,000.

See Section 24 for additional information.

You have provided us today with the following insurance information:

Insurance Provider	Policy No.	Insurance Coverage Verification By: Dealer Employee
Agent's Name / Address	Agent's Phone No.	

16. Estimated Official Fees and Taxes \$ _____

This is an estimate of the total amount you will pay over the Lease Term for official and license fees, registration, title, and taxes (including personal property taxes), whether included in your Total Monthly Payment (Section 9.I), the Amount Due at Lease Signing or Delivery (Section 7) or billed separately. The actual total of Official Fees and Taxes may be higher or lower than this estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed. **This estimate is based on your current address and may increase if you move or if tax rates change. You are responsible for paying any increases.** See Section 28 for additional information.

17. Vehicle Maintenance and Damage

You are responsible for all maintenance, repair, service, and operating expenses of the Vehicle. You agree to follow the owner's manual and maintenance schedule, and to provide us with written proof of such maintenance. You are responsible for all damage to the Vehicle and for its loss, seizure or theft. You must tell us immediately if any of these events happen, and cooperate with your insurance company.

18. Warranty

If the Vehicle is a new or a demo Vehicle, the Vehicle is subject to the standard new warranty from the manufacturer. If the Vehicle is used, it is not covered by a warranty unless identified below:

- Remainder of standard new vehicle warranty from manufacturer
- Used vehicle warranty from manufacturer

YOU ARE LEASING THIS VEHICLE "AS IS." THERE ARE NO WARRANTIES AS TO THE VEHICLE'S CONDITION, MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

If this Lease is signed in Kansas, Maine, Massachusetts, Mississippi, Vermont (if vehicle is new) or West Virginia, we do not exclude any implied warranty of merchantability or fitness for a particular purpose.

19. Optional Insurance and Other Products

You are not required to buy any of the Optional Insurance or Other Products listed below to enter into this Lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless the appropriate box is checked, all information is filled in, you initial below, and you are accepted by the Provider. By your initials below, you agree that you have received a notice of the terms of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer).

<input type="checkbox"/> Optional Credit Life Insurance	\$	<u>0.00</u>	Beginning Coverage
<u>N/A</u>	Insured(s)		
<u>N/A</u>	Provider	\$ <u>0.00</u>	Premium
			Lessee / Co-Lessee Initials <u>0.00</u>
<input type="checkbox"/> Optional Credit Disability Insurance	\$	<u>0.00</u>	Maximum Monthly Coverage
<u>N/A</u>	Provider	\$ <u>0.00</u>	Premium
			Lessee / Co-Lessee Initials <u>0.00</u>
<input type="checkbox"/> Optional Mechanical Breakdown Protection		<u>N/A</u>	miles/ <u>N/A</u> months Coverage
<u>N/A</u>	Provider	\$ <u>0.00</u>	Premium or Charge
			Lessee / Co-Lessee Initials <u>0.00</u>
<input type="checkbox"/> Optional Guaranteed Automobile Protection (see Section 33)	\$	<u>0.00</u>	
<u>N/A</u>	Provider	\$ <u>0.00</u>	Premium or Charge
			Lessee / Co-Lessee Initials <u>0.00</u>
<input type="checkbox"/> Optional Maintenance Agreement	\$	<u>0.00</u>	
<u>N/A</u>	Provider	\$ <u>0.00</u>	Premium or Charge
			Lessee / Co-Lessee Initials <u>0.00</u>
Total Premiums and Charges \$ <u>0.00</u>			

20. Complete Agreement or Modification

By your initials, you acknowledge that this Lease contains the entire agreement for the Lease of this Vehicle. There are no other agreements. Any change to this Lease must be in writing, and signed by you and by us.

21. Agreement to Arbitrate

By initialing below, you agree that at the request of either you or us any controversy or claim (defined in Section 47 of this Lease) between you and us shall be determined by neutral binding arbitration. See Section 47 for further terms and conditions.

[Handwritten Signature]
 Lessee / Co-Lessee Initials

[Handwritten Signature]
 Lessee / Co-Lessee Initials

Lease Signatures and Notices

PLEASE READ THE BACK SIDE FOR ADDITIONAL TERMS AND CONDITIONS

NOTICE TO LESSEE AND CO-LESSEE: (1) DO NOT SIGN THIS LEASE BEFORE YOU READ BOTH SIDES OF IT OR IF IT CONTAINS ANY BLANK SPACES; (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS LEASE WHEN YOU SIGN IT.

By signing below, you acknowledge that: (1) You have read the entire Lease, including the back side; (2) You agree to all of the provisions of this Lease; (3) You have received a completely filled-in copy of this Lease; (4) This is a lease; you have no ownership interest in the Vehicle unless and until you exercise your option to purchase set forth in this Lease.

Lessee Signature Tom Michael Co-Lessee Signature N/A

Notice Regarding Assignment. As part of a like-kind exchange program, TMCC has engaged TQI Exchange, LLC ("TQI") as a qualified intermediary. Lessor is hereby notified that TMCC has assigned to TQI its rights (but not its obligations) in agreements to acquire the Vehicle.

The Lessor hereby accepts this Lease and assigns to Toyota Motor Credit Corporation all rights, title and interest in the Lease and in the Vehicle, and Lessor's rights under any guaranty executed in connection with this Lease, with full powers to Toyota Motor Credit Corporation to collect and discharge all obligations related to this Lease, any guaranty, and this assignment.

Lessor _____ By _____ Title _____ Date 04/14/2011



I hereby agree to maintain liability, comprehensive, and collision insurance coverage for the referenced vehicle with a maximum deductible of \$1,000.00 in the name of the Named Insured as shown below. If I am purchasing the vehicle, the insurance policy will reflect Toyota Motor Credit Corporation (or Lexus Financial Services, if applicable) as the lienholder and loss payee. If I am leasing the vehicle, the insurance policy will reflect Toyota Motor Credit Corporation, Lexus Financial Services, or Toyota Lease Trust (as reflected on the lease agreement) as legal owner of the vehicle and additional insured. I also agree to maintain liability insurance coverage in an amount equal to or greater than minimum requirements for the state in which I reside, or as required in my lease or retail contract, whichever is greater.

NAMED INSURED (SAME AS BUYER/LESSEE)

FIRST NAME _____ MIDDLE NAME _____ LAST NAME _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____

VEHICLE INSURED

YEAR _____ MAKE _____ BODY _____ MODEL _____ VIN/ENGINE NUMBER _____

INSURANCE AGENT

NAME _____

STREET ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____

INSURANCE COMPANY

PHONE NUMBER _____

EFFECTIVE DATE _____

NAMED INSURED'S SIGNATURE

[Handwritten Signature]

TMCC ACCOUNT NUMBER

DEALER CONFIRMATION

NAME OF PERSON _____ TMCC/LES/LEASEE/LOSS PAYEE/ADDITIONAL INSURED _____

DEALER / SALESPERSON SIGNATURE

[Handwritten Signature]

DEALER

IMPORTANT NOTICE TO BUYER/LESSEE TAKE THE YELLOW COPY OF THIS FORM TO YOUR INSURANCE AGENT TO ASSIST IN PROVIDING PROPER PROOF OF COVERAGE TO LOSS PAYEE/ADDITIONAL INSURED.



IMPORTANT NOTICE TO AGENT

SEND PROOF OF COVERAGE AND ALL CORRESPONDENCE TO:  **TOYOTA MOTOR CREDIT CORPORATION**
P.O. Box 3025
Coraopolis, PA 15108