CITY OF MARATHON, FLORIDA RESOLUTION 2004-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, AUTHORIZING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILLIAMS SCOTSMAN FOR AN OFFICE TRAILER TO BE TEMPORARILY PLACED BEHIND CITY HALL.

WHEREAS, presently, City of Marathon (the "City") staff does not have adequate working space in the existing rented office space at City Hall; and

WHEREAS, the City Hall property owner Hall, Dewey Broberg, Jr. and Mary Lou Broberg Trust, has agreed to rent open space to the City in the parking lot behind City Hall for the placement of a temporary trailer; and

WHEREAS, City staff was able to find only one (1) provider that would rent an office trailer to the City and deliver and install the trailer behind City Hall, making Williams Scotsman a sole source provider.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

- **Section 1.** The foregoing recitals are true and correct and are incorporated herein by this reference.
- **Section 2.** The City Manager is authorized to enter into a lease agreement for an office trailer to be temporarily placed behind City Hall, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.
 - **Section 3.** The City Manager is authorized to execute the lease agreement.
 - **Section 4.** This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the city of Marathon, Florida, this 8th day of June, 2004.

Jeffrey M. Pinkus, Mayor

AYES:

Bartus, Bull, Mearns, Miller, Pinkus

NOES:

None

ABSENT: ABSTAIN:

None None

ATTEST:

Cindy L. Ecklund

City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

City Attorney

LEASE AGREEMENT

Exhibit "A"

Lesson

Lessee: Delivery Address: MARATHON, CITY OF MARATHON, CITY OF 10045-55 Overseas Highway 10045-55 Overseas Highway Marathon, FL 33050 MARATHON, FL 33050 Telephone: 305-743-0033 Telephone: P.O. #: Customer #: 5750476 **EQUIPMENT SPECIFICATIONS** \$13.037.01 Model Size: Equipment Value: 44 x 10 8 months Scrial Number: CC-01517 Minimum Lease Term: \$281.00 Delivery Date: 06/03/2004 Monthly Rental Rate: This agreement is made as of 06/03/2004 by Williams Scotsman, Inc., a Maryland corporation, (hereinafter referred to as Lessor) and the Lessec named above. Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to lease and rent from Lessor the trailer(s) and/or relocatable, modular and/or prefabricated structure(s) described above together with stairs and railings, furniture and other items attached or appurtenant thereto (hereinafter referred to collectively as the 'Equipment'). NOTICE: LESSEE IS RESPONSIBLE FOR DAMAGE TO THE EOUIPMENT IN ACCORDANCE WITH PARAGRAPH 9 OF LESSOR'S GENERAL TERMS AND CONDITIONS (6/02) DECLINES to pay an additional \$15.00 each month in consideration of LIABILITY WAIVER: LESSEE ___ ACCEPTS ___ the Agreement on the part of the Lessor contained in Paragraph 11(A) of the General Terms and Conditions. 2. PHYSICAL DAMAGE WAIVER: LESSEE ___ ACCEPTS ___ DECLINES to pay an additional \$40.00 each month in consideration of the Agreement on the part of the Lessor contained in Paragraph 11(B) of the General Terms and Conditions. **BILLING INFORMATION** RENT MOBILE OFFICE \$221.00 \$402.00 DELIVERY PREIGHT \$926.00 BLOCK & LEVEL LABOR STEP(S) RENTAL - ALUMINUM \$60.00 PROPERTY TAX \$13,26 INITIAL PAYMENT AMOUNT \$1,622,26 THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION: KNOCKDOWN \$115.00 RETURN FREIGHT \$402.00 AFTER INITIAL PAYMENT HAS BEEN MADE, A Monthly RENTAL OF \$281.00 PLUS ALL APPLICABLE TAXES AND FEES PAYABLE Monthly ON DAY 3. Lessor is hereby authorized to accept and rely upon a facsimile signature of Lessee of the Agreement. Any such signature shall be treated as an original signature for all purposes. By executing this Agreement, Lessec hereby agrees to be bound by Lessor's General Terms and Conditions (6/02) in their entirety, which is incorporated herein by reference and which Lessec hereby acknowledges receiving contemporaneous with the receipt of this Agreement. LESSEE: HON, CITY OF LESSOR: Williams Scotsman, Inc. By: Somia Nlanggod

> APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON FLORIDA ONLY:

Ofty Attorney

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