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**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.

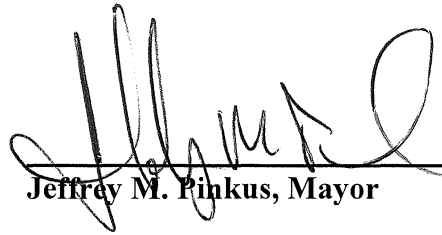
Section 2. The City Manager is authorized to enter into a lease agreement for an office trailer to be temporarily placed behind City Hall, a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality 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.


THE CITY OF MARATHON, FLORIDA



Jeffrey M. Pinkus, Mayor

AYES: Bartus, Bull, Mearns, Miller, Pinkus
NOES: None
ABSENT: None
ABSTAIN: None

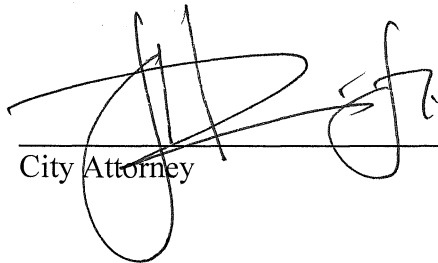
ATTEST:



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"

Lessor

Lessee: MARATHON, CITY OF 10045-55 Overseas Highway Marathon, FL 33050

Delivery Address: MARATHON, CITY OF 10045-55 Overseas Highway MARATHON, FL 33050

Telephone: 305-743-0033 Customer #: 5750476

Telephone: P.O. #:

EQUIPMENT SPECIFICATIONS

Table with 4 columns: Model Size, Serial Number, Delivery Date, Equipment Value, Minimum Lease Term, 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 Lessee 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 EQUIPMENT IN ACCORDANCE WITH PARAGRAPH 9 OF LESSOR'S GENERAL TERMS AND CONDITIONS (6/02)

- 1. LIABILITY WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$15.00 each month... 2. PHYSICAL DAMAGE WAIVER: LESSEE ACCEPTS DECLINES to pay an additional \$40.00 each month...

BILLING INFORMATION

Table listing billing items: RENT MOBILE OFFICE, DELIVERY FREIGHT, BLOCK & LEVEL LABOR, STEP(S) RENTAL - ALUMINUM, PROPERTY TAX, INITIAL PAYMENT AMOUNT, THE FOLLOWING CHARGES TO BE BILLED AT LEASE TERMINATION: KNOCKDOWN, RETURN FREIGHT.

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.

LESSEE: MARATHON, CITY OF By: [Signature] Title: City Manager

LESSOR: Williams Scotsman, Inc. By: [Signature] Title: Woman Manager

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY: [Signature] City Attorney

WILLIAMS SCOTSMAN, INC.
GENERAL TERMS & CONDITIONS (602)

The Lease. This Agreement is a "net lease and not a lease." Lessee shall not acquire ownership interest in the equipment. The Equipment shall remain the sole personal property of Lessor.

Delivery: Acceptance. Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted at the time of delivery unless Lessee notifies Lessor of a defect/damage in writing within 48 hours after delivery.

The Equipment. Lessee shall choose a firm level site necessary to truck to locate the Equipment. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery and return charges. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.

Lessee's Responsibility. Lessee shall be responsible for the Equipment during the term of this Agreement. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement. Lessee shall be responsible for the Equipment during the term of this Agreement. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to inspect the Equipment during the term of this Agreement.

Term of Lease. The term of this Agreement begins on the date of delivery of the Equipment, and ends on the last day of the Minimum Lease Term ("Term") or the Extension Period, whichever is longer. At the end of the term, the agreement is extended on a month-to-month basis until the Equipment is returned to Lessor. During the Extension Period, Lessee has the right to, on 30 days notice, increase the term of the lease by the percentage increase in the Consumer Price Index (CPI). In the event the lease extends beyond the term, the lease shall be deemed to be a part payment only, and any endorsement or statement on the back of any invoice accompanying the check shall not be deemed an agreed and/or satisfaction. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not subject to any abatement, set off, defense, recoupment, or reduction.

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