

YOLANDA FORD
Chair
REGINALD PEARSON
Director
VASHAUNDR A EDWARDS
Director
CHRIS PRESTON
Vice-Chair
JEFFREY L. BONEY
Director



ANTHONY MAROULIS
Director
FLOYD EMERY
Director
ANTHONY SNIPES
Chief Administrative Officer
VACANT
Treasurer
E. JOYCE IYAMU
Secretary

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION MEETING AGENDA

Notice is hereby given of a meeting of the Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation to be held on **Tuesday, January 22, 2019 at 6:45 p.m. at: City Hall, Council Conference Room, 2nd Floor, behind the Council Chamber, 1522 Texas Parkway, Missouri City, Texas,** for the purpose of considering the following agenda items. All agenda items are subject to action. The Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1. ROLL CALL

2. Consider approving the minutes of the meeting of November 19, 2018.
3. Consider electing or delegating the duties of a Treasurer.
4. Consider a resolution amending a resolution designating certain officials to maintain an account or accounts with Wells Fargo Bank, National Association for the Missouri City Recreation and Leisure Local Government Corporation and containing other provisions relating to the subject.
5. Consider a resolution authorizing the execution of an agreement and associated documents for the lease of 76 golf carts.
6. Consider a resolution authorizing the execution of an agreement and associated documents for the lease of two beverage carts.

7. CLOSED EXECUTIVE SESSION

The Board of Directors may go into Executive Session regarding any item posted on the Agenda as authorized by Chapter 551 of the Texas Government Code.

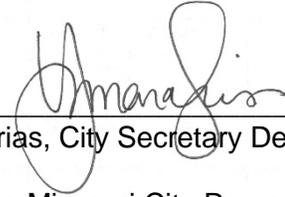
8. **RECONVENE** into Regular Session and consider action, if any, on items discussed in Executive Session.

9. ADJOURN

In compliance with the Americans with Disabilities Act, the City of Missouri City will provide for reasonable accommodations for persons attending Missouri City Recreation and Leisure Local Government Corporation meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Maria Jackson, City Secretary, at 281.403.8686.

CERTIFICATION

I certify that a copy of the January 22, 2019, agenda of items to be considered by the Missouri City Recreation and Leisure Local Government Corporation was posted on the City Hall bulletin board on January 18, 2019, at 4:00 p.m.



Yomara Frias, City Secretary Department

I certify that the attached notice and agenda of items for consideration by the Missouri City Recreation and Leisure Local Government Corporation was removed by me from the City Hall bulletin board on the ____ day of _____, 2019.

Title: _____

ALLEN OWEN
Chair
VACANT
Vice-Chair
JERRY WYATT
Director
CHRIS PRESTON
Director
JEFFREY L. BONEY
Director



ANTHONY MAROULIS
Director
FLOYD EMERY
Director
ANTHONY SNIPES
Chief Administrative Officer
VACANT
Treasurer
E. JOYCE IYAMU
Secretary

**MISSOURI CITY RECREATION AND LEISURE
LOCAL GOVERNMENT CORPORATION
NOVEMBER 19, 2018 MEETING MINUTES**

The Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation held a meeting on **Monday, November 19, 2018**, at **6:45 p.m.** at City Hall, Council Conference Room, 2nd Floor, behind Council Chambers, 1522 Texas Parkway, Missouri City, Texas, to consider the following:

1. ROLL CALL

Chair Owen called the meeting to order at 6:50 p.m.

Those also present: Directors Wyatt, Preston, Boney, Maroulis, and Emery; Chief Administrative Officer Snipes; Secretary Iyamu; City Secretary Jackson; Golf Course Manager Stittleburg; Assistant City Manager Atkinson; Assistant City Manager Elmer; Director of Parks and Recreation Mangum; Director of Communications Walker; Chief Performance Officer Weisenberger and Media Relations Specialist II Kalimkootil.

2. Consider approving the minutes of the meeting of June 18, 2018.

Director Boney moved to approve the minutes of the June 18, 2018 meeting. Director Maroulis seconded. **MOTION PASSED UNANIMOUSLY.**

3. Consider approval of Fiscal Year 2019 budget.

Director Wyatt moved to adopt updated bylaws. Director Emery seconded. **MOTION PASSED UNANIMOUSLY.**

4. Present end of year report.

Golf Course Manager Stittleburg presented the end of year report.

5. ADJOURN

Chair Owen moved to adjourn the meeting at 7:03 p.m. Director Emery seconded. **MOTION PASSED UNANIMOUSLY.**

BY: _____
Yolanda Ford, Chair

ATTEST: _____
E. Joyce Iyamu, Secretary



MISSOURI CITY RECREATION & LEISURE LOCAL GOVERNMENT CORPORATION AGENDA ITEM COVER MEMO

January 22, 2019

To: Board of Directors
Agenda Item: 3 Consider Electing a Treasure for the LGC
Submitted by: Tyson Stittleburg, General Manager

SYNOPSIS

This agenda item provides for the election of a Treasurer for the Local Government Corporation

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City
- Develop a high performing City team

BACKGROUND

The Bylaws provide that the Board of Directors may elect the Corporation's Treasurer from the Directors of the Board itself or may delegate the duties of such office to a non-member of the Board of Directors. Such person holding the office of Treasurer is deemed an officer of the Corporation.

Edina Atmore was appointed Treasurer on June 20, 2016. Given the resignation of Ms. Atmore, it is recommended that the Board of Directors replace the position. For continuity and ease of transition, it is recommended that, if the Board of Directors prefers to delegate the duties of the Treasurer, the Board of Directors appoint Allena Portis, Director of Finance for the city of Missouri City, to serve as the Treasurer of the LGC.

BUDGET/FISCAL ANALYSIS

There are no material costs associated with the election or delegation of the Treasurer, unless a salary is provided for such position.

Purchasing Review: N/A
Financial/Budget Review: N/A

SUPPORTING MATERIALS

1. Resolution

STAFF'S RECOMMENDATION

Staff recommends electing a Treasurer from the Board of Directors, if desired. If it is preferred to delegate such duties to a non-Board member, Staff recommends the delegation of the duties of Treasurer to Allena Portis.

Director Approval: Tyson Stittleburg, General Manager

**General Manager/
Assistant City Manager/
City Manager Approval:**

Anthony Snipes, Chief Operating Officer, City Manager

**MISSOURI CITY RECREATION AND LEISURE
LOCAL GOVERNMENT CORPORATION**

RESOLUTION NO. R-19-__ LGC

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
MISSOURI CITY RECREATION AND LEISURE LOCAL
GOVERNMENT CORPORATION, APPOINTING ALLENA PORTIS
TO THE POSITION OF TREASURER; PROVIDING FOR REPEAL;
AND PROVIDING AN EFFECTIVE DATE.**

* * * * *

WHEREAS, the Missouri City Recreation and Leisure Local Government Corporation is created and organized as a Local Government Corporation pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code, and as further regulated by Chapter 394 of the Texas Local Government Code, and Chapter 9 of Title 32 of the Texas Civil Statutes, to perform governmental functions on behalf of the City of Missouri City, Texas; and

WHEREAS, Section 4.1.4 of the Bylaws of the Missouri City Recreation and Leisure Local Government Corporation (the Bylaws) provides that the Board of Directors may, delegate the duties of Treasurer to a non-member of the Board of Directors, and that person shall be deemed a Corporate Officer subject to the appointment provisions of Section 4.2 of the Bylaws; and

WHEREAS, Section 4.2 of the Bylaws provides that the Board of Directors may from time to time designate Corporate Officers as it deems necessary and appropriate; and

WHEREAS, the Board of Directors desires to appoint Allena Portis, Director of the City of Missouri City Financial Services Department, to such position; now, therefore,

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MISSOURI CITY
RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION:**

Section 1. The facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. The Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation appoints Missouri City Director of Financial Services, Allena Portis, to serve as the Treasurer.

Section 3. Repeal. Any and all other resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Effective Date. This Resolution shall become effective immediately.

PASSED, APPROVED and ADOPTED this 22nd day of January, 2019.

Yolanda Ford, Chair

ATTEST:

E. Joyce Iyamu, Secretary



**MISSOURI CITY RECREATION & LEISURE
LOCAL GOVERNMENT CORPORATION
AGENDA ITEM COVER MEMO**

January 22, 2019

To: Board of Directors
Agenda Item: 4 Consider a resolution designating certain officials to maintain an account of accounts with Wells Fargo Bank for the Missouri City Recreation & Leisure Local Government Corporation and containing other provisions relating to the subject.
Submitted by: Tyson Stittleburg, General Manager

SYNOPSIS

The MCRLGC needs to update the signature card on file with Wells Fargo Bank to reflect the newly appointed Finance Director and other LGC Directors as necessary.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Maintain a financially sound City
- Develop a high performing City team

BACKGROUND

The signature card on file with Wells Fargo Bank was last updated in June of 2016 when Edina Atmore as appointed Treasurer. As of January 22, 2018 City Finance Director Allena Portis will be the Treasurer for the LGC and as a result, the signature card on file with Wells Fargo will need to be updated. Additionally Allen Owen is no longer a member of the Board of Directors; Yolanda Ford will be added to the signature card to reflect the position of Chairmen of the Board. To expedite LGC business when certain signatures are unavailable, other directors the LGC will also be added to the signature card.

BUDGET/FISCAL ANALYSIS

There are no material costs associated with updating the signature card on file with Wells Fargo.

Purchasing Review: N/A
Financial/Budget Review: N/A

SUPPORTING MATERIALS

1. Resolution, including blank signature card to be signed

STAFF'S RECOMMENDATION

Staff recommends adopting the update of the signature card on file with Wells Fargo Bank to reflect the new signatories.

Director Approval: Tyson Stittleburg, General Manager

**General Manager/
Assistant City Manager/
City Manager Approval:**

Anthony Snipes, Chief Operating Officer, City Manager

**MISSOURI CITY RECREATION AND LEISURE
LOCAL GOVERNMENT CORPORATION**

RESOLUTION NO. R-19__ LGC

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION, IDENTIFYING CERTAIN OFFICIALS WITH AUTHORITY TO OPEN AND MAINTAIN AN ACCOUNT OR ACCOUNTS WITH WELLS FARGO BANK, NATIONAL ASSOCIATION; PROVIDING FOR REPEAL; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation (the "LGC") pursuant to Resolution No. R-17-03, adopted on September 18, 2017, selected Wells Fargo Bank, National Association (the "Bank") as the depository for LGC funds; and

WHEREAS, it is necessary to repeal and replace Resolution No. R-17-04, adopted on September 18, 2017, to identify current LGC officials who have authority to act on behalf of the LGC in transacting business with the Bank; now, therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION:

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct and are made a part hereof.

Section 2. In accordance with Resolution No. R-17-03, adopted on September 18, 2017, a new list of those persons authorized to transact business relating to the account or accounts opened and maintained with the Bank for Missouri City Recreation and Leisure Local Government Corporation is attached hereto as Exhibit "A."

Section 3. This Resolution shall remain in force and effect until Bank has received express written notice of its rescission or modification by a resolution duly adopted by the Board of Directors of the LGC and certified by the Secretary of the LGC.

Section 4. Repeal. Resolution No. R-17-04, adopted on September 18, 2017, is hereby repealed and replaced with this resolution. Any and all other resolutions in conflict herewith are hereby repealed to the extent of such conflict.

PASSED and APPROVED this 22nd day of January, 2019.

Yolanda Ford, Chair

ATTEST:

E. Joyce Iyamu, Secretary

EXHIBIT "A"

Name	Title
Yolanda Ford	Chair
Christopher Preston	Vice-Chair
Anthony Snipes	Chief Administrative Officer
Allena Portis	Treasurer



**MISSOURI CITY RECREATION & LEISURE
LOCAL GOVERNMENT CORPORATION
AGENDA ITEM COVER MEMO**

January 22, 2019

To: MCROLLGC Board of Directors
Agenda Item: 5 Authorize the Chief Operations Officer to execute the golf cart lease agreements
Submitted by: Tyson Stittleburg, General Manager

SYNOPSIS

In April of 2015, the LGC received 76 golf carts on a 48-month lease. This lease is set to expire and the management of the LGC would like to enter into a new lease for 76 new golf carts.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

BACKGROUND

The LGC maintains a fleet of 126 golf carts, three shuttle carts, two beverage carts and one range cart. 76 of the 126 golf carts were leased in 2015. This lease is expiring and the carts are aging requiring hiring maintenance costs. The management of the LGC has budgeted for this expense in the FY19 budget and would be requesting to lease 76 new carts that would be under a new warranty period.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY19 Funds Budgeted	FY19 Funds Available	Amount Requested
FY19 LGC	571-56707-57-574	Equipment/Cart Lease	\$121,440	\$48,323.80	\$48,274.40

*The full value of this lease for the entire term is \$356,395.16

Purchasing Review: Shannon Pleasant, CTPM - Procurement & Risk Manager
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Resolution
2. PNC Lease Agreement
3. PNC Lease Amendment
4. EZGO TXT Product Sheets

STAFF'S RECOMMENDATION

Staff recommends authorizing the Chief Operating Officer of the LGC to execute an agreement to lease 76 fleet golf cars.

Director Approval: **Tyson Stittleburg, PGA**

**General Manager/
Assistant City Manager/
City Manager Approval:** **Anthony Snipes, City Manager**

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

RESOLUTION NO. R-19-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION, AUTHORIZING THE EXECUTION OF AN AGREEMENT AND ASSOCIATED DOCUMENTS FOR THE LEASE OF 76 GOLF CARTS.

* * * * *

WHEREAS, the Missouri City Recreation and Leisure Local Government Corporation (the "LGC") is created and organized as a Local Government Corporation pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code, and as further regulated by Chapter 394 of the Texas Local Government Code, and Chapter 9 of Title 32 of the Texas Civil Statutes, to perform governmental functions on behalf of the City of Missouri City, Texas (the "City"); and

WHEREAS, the LGC is authorized by Texas law to purchase, acquire and lease certain equipment and other property for the benefit of the City and its residents and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the Board of Directors of the LGC ("the Board") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary for the functions and operations of the LGC; and

WHEREAS, Section 6.1 of the Bylaws of the LGC provides that the Board may, by resolution, authorize any officer or agent of the LGC to enter into any contract or execute and deliver any instrument in the name of and on behalf of the LGC; and

WHEREAS, the Board hereby finds and determines that the lease of 76 golf carts from PNC Equipment Finance, LLC ("PNC") is appropriate and necessary for the functions and operations of the LGC; and

WHEREAS, the Board hereby finds and determines that the execution of Lease Agreement numbered 1183946-1 (the "Lease") in an amount not exceeding \$356,395.16 for the purpose of acquiring the golf carts described in the Lease, is appropriate and necessary for the functions and operations of the LGC; and

WHEREAS, the City will act as Lessee under such Lease; and

WHEREAS, the LGC will act as Co-lessee under such Lease; and

WHEREAS, PNC shall act as Lessor under such Lease; now therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION:

Section 1. That the facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. That Anthony Snipes, Chief Administrative Officer of the LGC, is hereby authorized to negotiate, enter into, execute and deliver the Lease in substantially the form set forth in the documents presently before the Board, which documents are available for public inspection at the office of the LGC. All other related contracts, notices and agreements necessary and incidental to the Lease are hereby authorized.

Section 3. That, by a written instrument signed by the Chief Administrative Officer, the Chief Administrative Officer may designate specifically identified officers or employees of the LGC to execute and deliver agreements and documents relating to the Lease on behalf of the LGC.

Section 4. That the Secretary or her designee is hereby authorized to execute a Certificate of Incumbency for the Lease as set forth in Exhibit "A", attached hereto and made a part hereof for all purposes.

Section 5. That the LGC's obligations under the Lease shall be subject to annual appropriation or renewal by the Board as set forth in the Lease and the Lessee's obligations under the Lease shall not constitute general obligations of the LGC or the City or indebtedness under the Constitution or laws of the State of Texas.

Section 6. That the appropriate officials are hereby authorized and directed to take those steps necessary to effectuate the acquisition of golf carts and the execution of the Lease for the financing of such golf carts.

Section 7. That this resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED on this 22nd day of January, 2019.

Yolanda Ford, Chair

ATTEST:

E. Joyce Iyamu, Secretary



November 7, 2018

Lease Number 1183946-1

CITY OF MISSOURI CITY, TEXAS
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Purchase Agreement – Please have the Authorized Signor execute the documents and provide their title.
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Customer Information Form: Please complete and return.
- Notification of Tax Treatment: Please complete and return.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- IRS Form 8038G – Please sign, date and include the title of the signor
- Copy of Vendor Invoices – Vendor should send invoices directly to PNC with "Ship To" and "Bill To" in Lessee's name.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Invoice for advance payment – Please send your check in the amount of \$5,899.88 made payable to PNC Equipment Finance, LLC.
- FedEx Label – Please use enclosed FedEx Label to return original signed documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Molly Williams, 995 Dalton Avenue, Cincinnati, OH 45203 in the postage paid envelope enclosed.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by December 6, 2018

If you have any questions please contact Molly Williams at 513-455-7420 or Jordan Furnish at 513-455-9465.

Sincerely,

Jordan Furnish
Commercial Transaction Coordinator

Lease-Purchase Agreement

Dated as of November 7, 2018

Lease Number: 1183946-1

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
CITY OF MISSOURI CITY, TEXAS
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

FEDERAL TAX ID
752718523

LESSEE FULL LEGAL NAME
MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

FEDERAL TAX ID
270267825

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Lease Term is for 49 months, with Rent payments due in Arrears monthly; quarterly; semi-annual; annually;
Payment each in the amounts set forth in the attached Schedule of Payments, beginning _____.
Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment ("Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
- DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee

warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in any way.

6. USE, MAINTENANCE AND REPAIR. Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

7. TAXES. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.

8. INDEMNITY. Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.

9. IDENTIFICATION. Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.

10. LOSS OR DAMAGE. Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.

11. INSURANCE. Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.

12. DEFAULT. Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).

13. REMEDIES. Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.

14. LESSEE'S OPTION AT END OF LEASE. Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$106,400.00 (plus all sales and other applicable taxes).

15. RETURN OF EQUIPMENT. If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with

their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

17. LESSEE'S PROMISES. In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.

18. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.

19. ASSIGNMENT BY LESSOR. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.

20. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "as is, where is," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

21. AGREED LEASE RATE FACTOR. Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.

22. MISCELLANEOUS. This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.

23. NOTICES. All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.

24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. USA PATRIOT ACT NOTICE. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

26. WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL. To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

27. SMALL ISSUER STATEMENT. Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than \$10,000,000 of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than \$10,000,000 of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

28. IMPORTANT INFORMATION ABOUT PHONE CALLS. By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

CITY OF MISSOURI CITY, TEXAS

("Lessee")

X

Authorized Signature

Print Name

Title:

Date

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

PNC Equipment Finance, LLC

("Lessor")

X

Authorized Signature

Print Name

Title:

995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee ("Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Texas.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 1183946-1

Quantity	Description	Serial No.
76	2019 New E-Z-Go TXT 48V Electric Golf Cars	

Equipment Location:

Quail Valley Golf Course
2880 La Quinta Drive
MISSOURI CITY, TX 77459

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20_.

CITY OF MISSOURI CITY, TEXAS
("Lessee")

X _____
Authorized Signature

Print Name

Title:

Date

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

SCHEDULE OF PAYMENTS

Lease Number 1183946-2

Attached to and made a part of that certain Lease-Purchase Agreement dated as of November 7, 2018 by and between PNC Equipment Finance, LLC, as Lessor, and CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION, Collectively as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination Amount*
1		\$691.00	\$138.63	\$552.37	\$33,769.14
2		\$691.00	\$136.33	\$554.67	\$33,197.83
3		\$691.00	\$134.03	\$556.97	\$32,624.15
4		\$691.00	\$131.71	\$559.29	\$32,048.08
5		\$691.00	\$129.39	\$561.61	\$31,469.62
6		\$691.00	\$127.05	\$563.95	\$30,888.75
7		\$691.00	\$124.70	\$566.30	\$30,305.46
8		\$691.00	\$122.35	\$568.65	\$29,719.75
9		\$691.00	\$119.99	\$571.01	\$29,131.61
10		\$691.00	\$117.61	\$573.39	\$28,541.02
11		\$691.00	\$115.23	\$575.77	\$27,947.98
12		\$691.00	\$112.83	\$578.17	\$27,352.46
13		\$691.00	\$110.43	\$580.57	\$26,754.48
14		\$691.00	\$108.01	\$582.99	\$26,154.00
15		\$691.00	\$105.59	\$585.41	\$25,551.02
16		\$691.00	\$103.16	\$587.84	\$24,945.55
17		\$691.00	\$100.71	\$590.29	\$24,337.55
18		\$691.00	\$98.26	\$592.74	\$23,727.03
19		\$691.00	\$95.79	\$595.21	\$23,113.96
20		\$691.00	\$93.32	\$597.68	\$22,498.35
21		\$691.00	\$90.83	\$600.17	\$21,880.18
22		\$691.00	\$88.34	\$602.66	\$21,259.44
23		\$691.00	\$85.83	\$605.17	\$20,636.11
24		\$691.00	\$83.31	\$607.69	\$20,010.19
25		\$691.00	\$80.79	\$610.21	\$19,381.67
26		\$691.00	\$78.25	\$612.75	\$18,750.54
27		\$691.00	\$75.70	\$615.30	\$18,116.78
28		\$691.00	\$73.14	\$617.86	\$17,480.39
29		\$691.00	\$70.57	\$620.43	\$16,841.34
30		\$691.00	\$67.99	\$623.01	\$16,199.64
31		\$691.00	\$65.40	\$625.60	\$15,555.28

32		\$691.00	\$62.80	\$628.20	\$14,908.23
33		\$691.00	\$60.19	\$630.81	\$14,258.50
34		\$691.00	\$57.56	\$633.44	\$13,606.05
35		\$691.00	\$54.93	\$636.07	\$12,950.90
36		\$691.00	\$52.29	\$638.71	\$12,293.03
37		\$691.00	\$49.63	\$641.37	\$11,632.42
38		\$691.00	\$46.96	\$644.04	\$10,969.06
39		\$691.00	\$44.28	\$646.72	\$10,302.94
40		\$691.00	\$41.60	\$649.40	\$9,634.05
41		\$691.00	\$38.89	\$652.11	\$8,962.38
42		\$691.00	\$36.18	\$654.82	\$8,287.92
43		\$691.00	\$33.46	\$657.54	\$7,610.65
44		\$691.00	\$30.73	\$660.27	\$6,930.57
45		\$691.00	\$27.98	\$663.02	\$6,247.66
46		\$691.00	\$25.22	\$665.78	\$5,561.91
47		\$691.00	\$22.45	\$668.55	\$4,873.30
48		\$691.00	\$19.67	\$671.33	\$4,181.83
49		\$691.00	\$16.88	\$674.12	\$3,487.49
50		\$3,400.00	\$14.09	\$3,385.91	\$0.00

*As provided in Section 21 of the Lease-Purchase Agreement.

CITY OF MISSOURI CITY, TEXAS ("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X

By: _____

Print Name _____

Title _____

Title: _____

995 Dalton Ave.
Cincinnati, OH 45203

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

Exhibit "A"
RESOLUTION AND CERTIFICATE OF INCUMBENCY

Lease Number 1183946-1

Lessee: CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Amount: \$356,395.16

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF MISSOURI CITY, TEXAS

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____
Official Title: _____
Date: _____

Amendment to Lease

Lease Number 1183946-1

This Amendment ("**Amendment**"), dated and effective as of November 7, 2018, supplements and is made a part of Lease # 1183946-1 ("**Lease**") between **CITY OF MISSOURI CITY, TEXAS** and **MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION** (collectively the "**Lessee**") and **PNC EQUIPMENT FINANCE, LLC** ("**Lessor**").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree to amend the Lease as follows:

Lessor hereby acknowledges Lessee shall purchase the equipment described in Lease # 1183946-1 for 29.85% of the equipment cost (\$106,400.00-plus applicable taxes.) at lease expiration. In order to purchase the equipment, Lessee must not be in default under any of the provisions of the Lease.

Lessee shall file, as party responsible for payment of personal property tax. Lessee shall promptly pay in full for all property taxes levied on or assessed against the Equipment listed on Lease # 1183946-1 during the term of the Lease. Lessee shall provide proof of said filing or payment to Lessor upon request.

All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date written above.

Lessee: CITY OF MISSOURI CITY, TEXAS

Lessor: PNC Equipment Finance, LLC

Signature X	Signature X
Print Name	Print Name
Title	Title
Date	Date

Lessee: MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Signature X
Print Name
Title
Date



PO BOX 931034 CLEVELAND OH 44193-0004

INVOICE

INVOICE NUMBER
1183946-1

INVOICE DATE
11/6/2018

CONTRACT NUMBER
1183946-1

DUE DATE
30 Days After Acceptance

CITY OF MISSOURI CITY
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

BILLING SUMMARY	
RENTAL PAYMENT	5,899.88 USD
SALES TAX – Please Provide Exemption Certificate	Exempt

TOTAL AMOUNT DUE: \$5,899.88

PNC Equipment Finance, LLC (USD)
PO BOX 931034
CLEVELAND OH 44193-0004



Lease # 1183946-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: CITY OF MISSOURI CITY, TEXAS		Federal Tax ID Number: 746029035	
Invoices should be directed to:		Attention:	
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

<input type="checkbox"/> Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
<input type="checkbox"/> Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
-----------------------	-------------

Email:

November 7, 2018

CITY OF MISSOURI CITY, TEXAS

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

RE: Insurance Coverage Requirements for Equipment Financing Transaction between PNC Equipment Finance, LLC and CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Lease# 1183946-1

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
76	2019 New E-Z-Go TXT 48V Electric Golf Cars	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC ("PNCEF") requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.
6. All additional insurance requirements as specified below:

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and/or assigns
Attn: Insurance Department
995 Dalton Avenue
Cincinnati, OH 45203

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203
Jordan.Furnish@pnc.com
Fax: 866-672-1055

Notification of Tax Treatment

PNC Equipment Finance, LLC a Delaware limited liability company (“**PNC**”), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
 - I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
 - I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
 - I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.
- If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?
- Inside city limits
 - Outside city limits
 - Unincorporated area

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State _____
Taxing District _____

Additional comments:

Lease Number 1183946-1

Lessee: CITY OF MISSOURI CITY, TEXAS

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM



AMENDMENT TO LEASE-PURCHASE AGREEMENT NUMBER 1183946-1

This Amendment ("**Amendment**"), dated and effective as of the January 14, 2019 is to that certain Lease-Purchase Agreement Number 1183946-1 dated January 14, 2019 ("**Lease**") between CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION, with an address at 1522 Texas Parkway, Missouri City, Texas 77489 (individually and collectively, jointly and severally, the "**Lessee**"), and PNC Equipment Finance, LLC, with an address at 995 Dalton Avenue, Cincinnati, OH 45203 ("**Lessor**").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

1. The following is added to the end of Section 1: "Any reference to "Lessee" herein shall mean and include both the City of Missouri City, Texas and Missouri City Recreation and Leisure Local Government Corporation, each of whom shall be jointly and severally bound hereby."
2. The second sentence of Section 2 is modified and amended by deleting the phrase "by telephone or".
3. The sixth sentence of Section 3 is deleted in its entirety.
4. The first sentence of Section 4 is modified and amended by adding the following after the word "OBLIGATED": "(except as permitted by this Lease or applicable law)".
5. The following shall replace Section 7 in its entirety: "Lessee shall not pay any taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (including taxes based on Lessor's net income). Lessee is exempt from sales tax and shall provide Lessor with a Texas Sales and Use Tax Exemption Certificate upon request."
6. The first sentence of Section 9 is modified and amended by deleting the phrase "insert or".
7. The first sentence of Section 11 is modified and amended by deleting the phrase "Lessor may tell Lessee" with "the value of the Equipment".
8. The clause (d) of Section 12 is modified and amended by deleting the phrase "or threatens to cancel".
9. The third sentence of Section 26 is deleted in its entirety.
10. Section 27 is deleted in its entirety.

All other terms and conditions of the Lease shall remain unchanged and in full force and effect. Any defined terms used herein shall have the meanings contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF MISSOURI CITY, TEXAS

PNC EQUIPMENT FINANCE, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

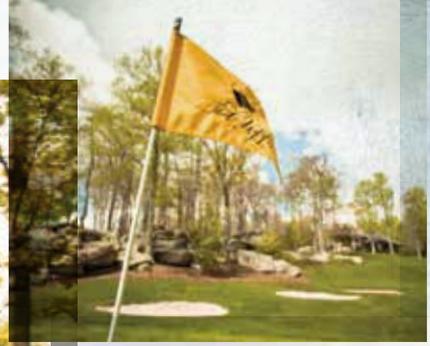
Title

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Authorized Signature

Printed Name

Title



E-Z-GO® TXT®

TIME-TESTED PERFORMANCE. PROVEN INNOVATION.

Give your golfers a superior experience with the upgraded TXT. Now packaged with even more smart features, only the TXT combines almost two decades of dependable performance with proven innovation securing its spot as the industry's most trusted golf car.



A Textron Company



E-Z-GO TXT

Trusted performance is just the beginning. The TXT delivers loads of smart new features to increase convenience and comfort for your golfers, from larger seats and increased dash storage to a USB port for GPS, range finders and smart phones. The redesigned TXT offers more than a new look; it brings a new standard for your golfers.

PROVEN DEPENDABILITY

- ▶ Class leading innovation for almost two decades
- ▶ Best-in-class 48V DC electric or 13.5-hp gas drivetrain
- ▶ Customizable TruCourse Technology
- ▶ Industry leading battery warranty options
- ▶ Fade-resistant automotive quality paint
- ▶ Durable TPO-construction body

FEATURES CUSTOMERS NOTICE

- ▶ Oversized bagwell
- ▶ Larger seatbacks provide 23% more support
- ▶ Expanded in-dash storage offers 30% more space
- ▶ Wider, taller cupholders hold 44% more volume
- ▶ Repositioned ball holders for easy reach
- ▶ Convenient USB port (optional)

SMART DESIGN

- ▶ Updated, modern styling
- ▶ Simplified F-N-R control for easier operation
- ▶ Stronger, redesigned hip restraints
- ▶ Sun canopy with unique drip edge and 25% stronger struts
- ▶ Battery fill system simplifies maintenance (optional)
- ▶ Steel reinforced front and rear bumpers



Oversized Bagwell



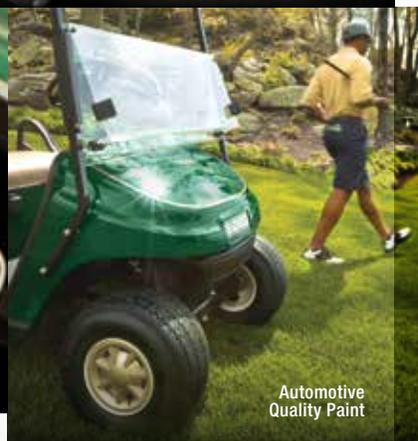
Optional Front Bumper



Dash Storage



Optional USB Outlet



Automotive Quality Paint



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OUR COMMITMENT TO
green

- ▶ Gas-powered model features a 13.5-hp Kawasaki® engine with hemispheric combustion chamber for better fuel economy (exceeds EPA/CARB standards)
- ▶ Electric model features quiet, zero-emissions 48-volt electric drivetrain
- ▶ Foam seating constructed from 100% recycled materials
- ▶ Sloped surface design requires less water when cleaning
- ▶ Repairable seat components minimize landfill usage
- ▶ Utilizes recyclable plastic components
- ▶ Manufactured in ISO 14001-certified facility



FRONT



REAR



	ELECTRIC	GAS
DIMENSIONS		
Overall Length	93.0 in (236 cm)	93.0 in (236 cm)
Overall Width	47.0 in (119 cm)	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)	46.5 in (118 cm) (top of steering wheel)
Overall Height (w/ roof)	67.5 in (171 cm) (top of sun canopy)	67.5 in (171 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)	34.0 in (86 cm)
Rear Wheel Track	38.5 in (97 cm)	38.5 in (97 cm)
Ground Clearance @ Differential	4.5 in (11 cm)	4.25 in (10.8 cm)
POWER		
Power Source	48 Volt DC	4-Cycle 24.5 cu in (401cc) Low-Emissions
Valve Train	N/A	Single Cylinder OHV
Motor Type	Shunt Wound	N/A
Horsepower (kW)	3.0 hp (2.2 kW) Continuous	13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Electrical System	48 Volt	Starter/Generator — Solid State Regulator
Batteries (qty/type)	Six, 8 Volt Deep Cycle	One, 12 Volt Maintenance Free
Key or Pedal Start	Pedal	Pedal
Air Cleaner	N/A	Industrial-Rated Dry Filter
Lubrication	N/A	Pressurized Oil System
Oil Filter	N/A	Spin-On
Cooling System	N/A	Air Cooled
Fuel Capacity	N/A	5.3 Gallon (20 L)
Battery Charger	48 VDC PowerWise™ QE, 120 VAC, UL & CSA	N/A
Speed Controller	250 Amp Solid State Controller	N/A
Drivetrain	Motor Shaft Direct Drive	Continuously Variable Transmission (CVT)
Transaxle	Differential with Helical Gears	Differential with Helical Gears
Gear Selection	Seat Mounted Forward-Neutral-Reverse	Forward-Reverse
Rear Axle Ratio	12.44:1	11.42:1 (Forward) 15.78:1 (Reverse)
Battery Warranty	25,000 amp/hr (When equipped with single-point watering system)	N/A
Key Switch	Unique Group, Unique Individual	Unique Group, Unique Individual
Programmable Golf Modes	Coastal, Mild Hill, Steep Hill	N/A
Altitude Settings	N/A	0-3,000 ft, 3,000-6,000 ft, 6,000-10,000 ft
PERFORMANCE		
Seating Capacity	2-Passenger	2-Passenger
Dry Weight (w/o batteries)	557 lb (253 kg)	760 lb (344 kg)
Curb Weight	935 lb (424 kg)	780 lb (354 kg)
Vehicle Load Capacity	800 lb (363 kg)	800 lb (363 kg)
Outside Clearance Circle	19 ft (5.8 m)	19 ft (5.8 m)
Speed (level ground)	10.2 - 14.8 mph (16.4 kph - 23.8 kph)	13.0 mph ± 0.5 mph (21.0 kph ± 0.8 kph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar	Three E-Z-GO Golf Cars with Approved Permanent Tow Bar
STEERING & SUSPENSION		
Steering	Self-Compensating Rack and Pinion	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers	Leaf Springs with Hydraulic Shock Absorbers
Service Brake	Rear Wheel Mechanical Self-Adjusting Drum	Rear Wheel Mechanical Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement	Self-Compensating, Single Point Engagement
Tires	18 x 8.50-8 (4-ply rated)	18 x 8.50-8 (4-ply rated)
BODY & CHASSIS		
Frame	Welded Steel with Powder-Coat Protection	Welded Steel with Powder-Coat Protection
Body & Finish	Injection Molded TPO	Injection Molded TPO
Standard Body Color	Ivory or Forest Green	Ivory or Forest Green
Optional Body Colors	Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)	Almond, Barley Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Inferno Red, Java Brown, Metallic Charcoal, Oasis Green, Patriot Blue, Platinum, Steel Blue, Sunburst Orange (custom colors also available)
Standard Seat Color	Oyster	Oyster
Optional Seat Colors	Tan, Gray (custom colors also available)	Tan, Gray (custom colors also available)
Pinstripe Colors	Black, Burgundy, Dark Green, Gold, Pewter, Red, White	Black, Burgundy, Dark Green, Gold, Pewter, Red, White



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Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2014 E-Z-GO Division of Textron Inc. All rights reserved. 822008-G8



**MISSOURI CITY RECREATION & LEISURE
LOCAL GOVERNMENT CORPORATION
AGENDA ITEM COVER MEMO**

January 22, 2019

To: MCRLG Board of Directors
Agenda Item: 6 Authorize the Chief Operations Officer to execute lease agreements
Submitted by: Tyson Stittleburg, General Manager

SYNOPSIS

In February of 2015, the LGC received two beverage carts on a 48-month lease. This lease is set to expire and the management of the LGC would like to enter into a new lease for two new beverage carts.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create a great place to live
- Maintain a financially sound City

BACKGROUND

The LGC maintains a fleet of 126 golf carts, three shuttle carts, two beverage carts and one range cart. The two beverage carts were leased in 2015. This lease is expiring and the carts are aging requiring higher maintenance costs. The management of the LGC has budgeted for this expense in the FY19 budget and is requesting to lease two new carts that would be under a new warranty period.

BUDGET/FISCAL ANALYSIS

Funding Source	Account Number	Project Code/Name	FY19 Funds Budgeted	FY19 Funds Available	Amount Requested
FY19 LGC	571-56707-57-577	Equipment/Cart Lease	\$8,454.00	\$5,636.00	\$5,528.00

*The full value of this lease for the entire term is \$33,337.94

Purchasing Review: Shannon Pleasant, CTPM, Procurement & Risk Manager
Financial/Budget Review: Bertha P. Alexander, Budget & Financial Reporting Manager

Note: Compliance with the conflict of interest questionnaire requirements, if applicable, and the interested party disclosure requirements (HB 1295) has been confirmed/is pending within 30-days of this Council action and prior to execution.

SUPPORTING MATERIALS

1. Resolution
2. PNC Lease Agreement
3. PNC Lease Amendment
4. Cushman Product Sheets

Staff recommends authorizing the Chief Operating Officer of the LGC to execute an agreement to lease 2 beverage carts.

Director Approval: **Tyson Stittleburg, PGA**

**General Manager/
Assistant City Manager/
City Manager Approval:** **Anthony Snipes, City Manager**

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

RESOLUTION NO. R-19-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION, AUTHORIZING THE EXECUTION OF AN AGREEMENT AND ASSOCIATED DOCUMENTS FOR THE LEASE OF TWO BEVERAGE CARTS.

* * * * *

WHEREAS, the Missouri City Recreation and Leisure Local Government Corporation (the "LGC") is created and organized as a Local Government Corporation pursuant to Subchapter D of Chapter 431 of the Texas Transportation Code, and as further regulated by Chapter 394 of the Texas Local Government Code, and Chapter 9 of Title 32 of the Texas Civil Statutes, to perform governmental functions on behalf of the City of Missouri City, Texas (the "City"); and

WHEREAS, the LGC is authorized by Texas law to purchase, acquire and lease certain equipment and other property for the benefit of the City and its residents and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the Board of Directors of the LGC ("the Board") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary for the functions and operations of the LGC; and

WHEREAS, Section 6.1 of the Bylaws of the LGC provides that the Board may, by resolution, authorize any officer or agent of the LGC to enter into any contract or execute and deliver any instrument in the name of and on behalf of the LGC; and

WHEREAS, the Board hereby finds and determines that the lease of two beverage carts from PNC Equipment Finance, LLC ("PNC") is appropriate and necessary for the functions and operations of the LGC; and

WHEREAS, the Board hereby finds and determines that the execution of Lease Agreement numbered 1183946-2 (the "Lease") in an amount not exceeding \$5,528 for the purpose of acquiring the beverage carts described in the Lease, is appropriate and necessary for the functions and operations of the LGC; and

WHEREAS, the City will act as Lessee under such Lease; and

WHEREAS, the LGC will act as Co-lessee under such Lease; and

WHEREAS, PNC shall act as Lessor under such Lease; now therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION:

Section 1. That the facts and recitals set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

Section 2. That Anthony Snipes, Chief Administrative Officer of the LGC, is hereby authorized to negotiate, enter into, execute and deliver the Lease in substantially the form set forth in the documents presently before the Board, which documents are available for public inspection at the office of the LGC. All other related contracts, notices and agreements necessary and incidental to the Lease are hereby authorized.

Section 3. That, by a written instrument signed by the Chief Administrative Officer, the Chief Administrative Officer may designate specifically identified officers or employees of the LGC to execute and deliver agreements and documents relating to the Lease on behalf of the LGC.

Section 4. That the Secretary or her designee is hereby authorized to execute a Certificate of Incumbency for the Lease as set forth in Exhibit "A", attached hereto and made a part hereof for all purposes.

Section 5. That the LGC's obligations under the Lease shall be subject to annual appropriation or renewal by the Board as set forth in the Lease and the Lessee's obligations under the Lease shall not constitute general obligations of the LGC or the City or indebtedness under the Constitution or laws of the State of Texas.

Section 6. That the appropriate officials are hereby authorized and directed to take those steps necessary to effectuate the acquisition of golf carts and the execution of the Lease for the financing of such beverage carts.

Section 7. That this resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED on this 22nd day of January, 2019.

Yolanda Ford, Chair

ATTEST:

E. Joyce Iyamu, Secretary



November 7, 2018

Lease Number 1183946-2

CITY OF MISSOURI CITY, TEXAS
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease – Purchase Agreement – Please have the Authorized Signor execute the documents and provide their title.
Opinion of Counsel – Please have your attorney sign and provide the name of the law firm, if applicable.
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Customer Information Form: Please complete and return.
- Notification of Tax Treatment: Please complete and return.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- IRS Form 8038GC – Please sign, date and include the title of the signor
- Copy of Vendor Invoices – Vendor should send invoices directly to PNC with "Ship To" and "Bill To" in Lessee's name.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- Invoice for advance payment – Please send your check in the amount of \$691.00 made payable to PNC Equipment Finance, LLC.
- FedEx Label – Please use enclosed FedEx Label to return original signed documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Molly Williams, 995 Dalton Avenue, Cincinnati, OH 45203 in the postage paid envelope enclosed.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by December 6, 2018

If you have any questions please contact Molly Williams at 513-455-7420 or Jordan Furnish at 513-455-9465.

Sincerely,

Jordan Furnish
Commercial Transaction Coordinator

Lease-Purchase Agreement

Dated as of November 7, 2018

Lease Number: 1183946-2

Lessor: PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
CITY OF MISSOURI CITY, TEXAS
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

FEDERAL TAXID
752718523

LESSEE FULL LEGAL NAME
MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

FEDERAL TAXID
270267825

Equipment Description **See attached Certificate of Acceptance for Equipment Description**

Rent Lease Term is for 49 months, with Rent payments due in Arrears monthly; quarterly; semi-annual; annually;
Payment each in the amounts set forth in the attached Schedule of Payments, beginning _____.
Schedule

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment ("Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
 - DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
 - RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
- NON-APPROPRIATION OF FUNDS.** Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
 - DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and Lessee will contact the manufacturer for a description of Lessee

warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. To secure all of Lessee's obligations to Lessor under this Lease Lessee hereby grants Lessor a security interest in (a) the Equipment to the extent of Lessee's interest in the Equipment, (b) anything attached, added, replaced and/or substituted to the Equipment at any time, (c) any money or property from the sale of the Equipment, and (d) any money from an insurance claim if the Equipment is lost or damaged. Lessee agrees that the security interest will not be affected if this Lease is changed in anyway.

6. USE, MAINTENANCE AND REPAIR. Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

7. TAXES. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.

8. INDEMNITY. Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.

9. IDENTIFICATION. Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides Lessee.

10. LOSS OR DAMAGE. Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.

11. INSURANCE. Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.

12. DEFAULT. Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).

13. REMEDIES. Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give Lessee ten days' advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.

14. LESSEE'S OPTION AT END OF LEASE. Provided Lessee is not in default, upon expiration of the Lease Term, Lessee has the option to purchase all but not less than all of the Equipment for \$3,400.00 (plus all sales and other applicable taxes).

15. RETURN OF EQUIPMENT. If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with

their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

17. LESSEE'S PROMISES. In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.

18. ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT. Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.

19. ASSIGNMENT BY LESSOR. This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.

20. COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION. Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "as is, where is," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

21. AGREED LEASE RATE FACTOR. Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that it has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.

22. MISCELLANEOUS. This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquiries as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.

23. NOTICES. All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.

24. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE. Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

27. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) the Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than \$10,000,000 of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than \$10,000,000 of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

28. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

CITY OF MISSOURI CITY, TEXAS

("Lessee")

X

Authorized Signature

Print Name

Title:

Date

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

PNC Equipment Finance, LLC

("Lessor")

X

Authorized Signature

Print Name

Title:

995 Dalton Ave.
Cincinnati OH 45203

**MISSOURI CITY RECREATION AND LEISURE LOCAL
GOVERNMENT CORPORATION** ("Lessee")

X

Authorized Signature

Print Name

Title:

Date

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee ("Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Texas.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____

Print Name: _____

Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 1183946-2

Quantity	Description	Serial No.
2	2019 New Cushman Refresher Oasis Utility Vehicles	

Equipment Location:

Quail Valley Golf Course
 2880 La Quinta Drive
 MISSOURI CITY, TX 77459

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20 (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20_.

CITY OF MISSOURI CITY, TEXAS
 ("Lessee")

MISSOURI CITY RECREATION AND LEISURE
LOCAL GOVERNMENT CORPORATION
 ("Lessee")

X _____
 Authorized Signature

X _____
 Authorized Signature

Print Name

Print Name

Title:

Title:

Date

Date

1522 TEXAS PARKWAY
 MISSOURI CITY, TX 77489

1522 TEXAS PARKWAY
 MISSOURI CITY, TX 77489

SCHEDULE OF PAYMENTS

Lease Number 1183946-2

Attached to and made a part of that certain Lease-Purchase Agreement dated as of November 7, 2018 by and between PNC Equipment Finance, LLC, as Lessor, and CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION, Collectively as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination Amount*
1		\$691.00	\$138.63	\$552.37	\$33,769.14
2		\$691.00	\$136.33	\$554.67	\$33,197.83
3		\$691.00	\$134.03	\$556.97	\$32,624.15
4		\$691.00	\$131.71	\$559.29	\$32,048.08
5		\$691.00	\$129.39	\$561.61	\$31,469.62
6		\$691.00	\$127.05	\$563.95	\$30,888.75
7		\$691.00	\$124.70	\$566.30	\$30,305.46
8		\$691.00	\$122.35	\$568.65	\$29,719.75
9		\$691.00	\$119.99	\$571.01	\$29,131.61
10		\$691.00	\$117.61	\$573.39	\$28,541.02
11		\$691.00	\$115.23	\$575.77	\$27,947.98
12		\$691.00	\$112.83	\$578.17	\$27,352.46
13		\$691.00	\$110.43	\$580.57	\$26,754.48
14		\$691.00	\$108.01	\$582.99	\$26,154.00
15		\$691.00	\$105.59	\$585.41	\$25,551.02
16		\$691.00	\$103.16	\$587.84	\$24,945.55
17		\$691.00	\$100.71	\$590.29	\$24,337.55
18		\$691.00	\$98.26	\$592.74	\$23,727.03
19		\$691.00	\$95.79	\$595.21	\$23,113.96
20		\$691.00	\$93.32	\$597.68	\$22,498.35
21		\$691.00	\$90.83	\$600.17	\$21,880.18
22		\$691.00	\$88.34	\$602.66	\$21,259.44
23		\$691.00	\$85.83	\$605.17	\$20,636.11
24		\$691.00	\$83.31	\$607.69	\$20,010.19
25		\$691.00	\$80.79	\$610.21	\$19,381.67
26		\$691.00	\$78.25	\$612.75	\$18,750.54
27		\$691.00	\$75.70	\$615.30	\$18,116.78
28		\$691.00	\$73.14	\$617.86	\$17,480.39
29		\$691.00	\$70.57	\$620.43	\$16,841.34
30		\$691.00	\$67.99	\$623.01	\$16,199.64
31		\$691.00	\$65.40	\$625.60	\$15,555.28

32		\$691.00	\$62.80	\$628.20	\$14,908.23
33		\$691.00	\$60.19	\$630.81	\$14,258.50
34		\$691.00	\$57.56	\$633.44	\$13,606.05
35		\$691.00	\$54.93	\$636.07	\$12,950.90
36		\$691.00	\$52.29	\$638.71	\$12,293.03
37		\$691.00	\$49.63	\$641.37	\$11,632.42
38		\$691.00	\$46.96	\$644.04	\$10,969.06
39		\$691.00	\$44.28	\$646.72	\$10,302.94
40		\$691.00	\$41.60	\$649.40	\$9,634.05
41		\$691.00	\$38.89	\$652.11	\$8,962.38
42		\$691.00	\$36.18	\$654.82	\$8,287.92
43		\$691.00	\$33.46	\$657.54	\$7,610.65
44		\$691.00	\$30.73	\$660.27	\$6,930.57
45		\$691.00	\$27.98	\$663.02	\$6,247.66
46		\$691.00	\$25.22	\$665.78	\$5,561.91
47		\$691.00	\$22.45	\$668.55	\$4,873.30
48		\$691.00	\$19.67	\$671.33	\$4,181.83
49		\$691.00	\$16.88	\$674.12	\$3,487.49
50		\$3,400.00	\$14.09	\$3,385.91	\$0.00

*As provided in Section 21 of the Lease-Purchase Agreement.

CITY OF MISSOURI CITY, TEXAS ("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X

Authorized Signature

By: _____

Print Name

Title _____

Title:

995 Dalton Ave.
Cincinnati, OH 45203

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

MISSOURI CITY RECREATION AND LEISURE
LOCAL GOVERNMENT CORPORATION ("Lessee")

X

Authorized Signature

Print Name

Title:

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

Exhibit "A"
RESOLUTION AND CERTIFICATE OF INCUMBENCY

Lease Number 1183946-2

Lessee: CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Amount: \$33,337.94

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 4. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 5. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: CITY OF MISSOURI CITY, TEXAS

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____
Official Title: _____
Date: _____

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION ("Lessee")

X _____
Authorized Signature

Print Name

Title:

Date

Amendment to Lease

Lease Number 1183946-2

This Amendment ("**Amendment**"), dated and effective as of November 7, 2018, supplements and is made a part of Lease # 1183946-2 ("**Lease**") between **CITY OF MISSOURI CITY, TEXAS** and **MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION** (collectively the "**Lessee**") and **PNC EQUIPMENT FINANCE, LLC** ("**Lessor**").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree to amend the Lease as follows:

Lessor hereby acknowledges Lessee shall purchase the equipment described in Lease # 1183946-2 for 29.85% of the equipment cost (\$106,400.00, plus applicable taxes.) at lease expiration. In order to purchase the equipment, Lessee must not be in default under any of the provisions of the Lease.

Lessee shall file, as party responsible for payment of personal property tax. Lessee shall promptly pay in full for all property taxes levied on or assessed against the Equipment listed on Lease # 1183946-2 during the term of the Lease. Lessee shall provide proof of said filing or payment to Lessor upon request.

All other terms and conditions of the Lease shall remain in full force and effect.

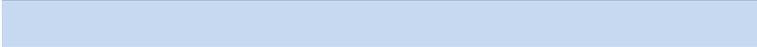
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date written above.

<p>Lessee: CITY OF MISSOURI CITY, TEXAS</p> <p>Signature X</p> <p>Print Name</p> <p>Title</p> <p>Date</p>	<p>Lessor: PNC Equipment Finance, LLC</p> <p>Signature X</p> <p>Print Name</p> <p>Title</p> <p>Date</p>
--	--



Lessee: MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Signature X
Print Name
Title
Date





PO BOX 931034 CLEVELAND OH 44193-0004

INVOICE

INVOICE NUMBER
1183946-2

INVOICE DATE
11/6/2018

CONTRACT NUMBER
1183946-2

DUE DATE
30 Days After Acceptance

CITY OF MISSOURI CITY, TEXAS
1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

BILLING SUMMARY	
RENTAL PAYMENT	691.00 USD
SALES TAX – Please Provide Exemption Certificate	Exempt

TOTAL AMOUNT DUE: \$691.00

PNC Equipment Finance, LLC (USD)
PO BOX 931034
CLEVELAND OH 44193-0004

Lease # 1183946-2

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: CITY OF MISSOURI CITY, TEXAS		Federal Tax ID Number: 746029035	
Invoices should be directed to:		Attention:	
Address	City:	State:	Zip:

Preferred Method of Payment: (Please check)

<input type="checkbox"/> Monthly Invoice (Mail)	
Invoices should be directed to:	Attention:
Address	City:
<input type="checkbox"/> Monthly Invoice (Email)	Email:
Billing Contact:	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1:	Phone:
Email:	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X	Date
-----------------------	-------------

Email:

November 7, 2018

CITY OF MISSOURI CITY, TEXAS

1522 TEXAS PARKWAY
MISSOURI CITY, TX 77489

RE: Insurance Coverage Requirements for Equipment Financing Transaction between PNC Equipment Finance, LLC and CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Lease# 1183946-2

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
2	2019 New Cushman Refresher Oasis Utility Vehicles	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC ("PNCEF") requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.
2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed \$10,000 per occurrence.
3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of \$1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.
4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.
5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.
6. All additional insurance requirements as specified below:

The evidence of insurance can consist of a Certificate of Insurance form, Evidence of Insurance form, Memorandum of Insurance, binder for insurance, declarations page, or the actual policy and endorsements, in each case naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and/or assigns
Attn: Insurance Department
995 Dalton Avenue
Cincinnati, OH 45203

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
995 Dalton Avenue
Cincinnati, OH 45203
Jordan.Furnish@pnc.com
Fax: 866-672-1055

PNC Equipment Finance, LLC a Delaware limited liability company (“**PNC**”), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
- I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
- I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property. If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?
 - Inside city limits
 - Outside city limits
 - Unincorporated area

Property Tax

- I have a valid abatement or property tax exemption (documentation attached).
- Location: State _____
Taxing District _____

Additional comments:

Lease Number 1183946-2

Lessee: CITY OF MISSOURI CITY, TEXAS

Signature:

X

Print Name:

Title:

Date:

**Lessee: MISSOURI CITY RECREATION AND LEISURE
LOCAL GOVERNMENT CORPORATION**

Signature:

X

Print Name:

Title:

Date:

PLEASE COMPLETE AND SIGN FORM

ORIGIN ID: CVGA (513) 455-9465
JORDAN FURNISH
PNC BANK
995 DALTON AVE # B2YB71
B2YB71-04-1
CINCINNATI, OH 45203
UNITED STATES US

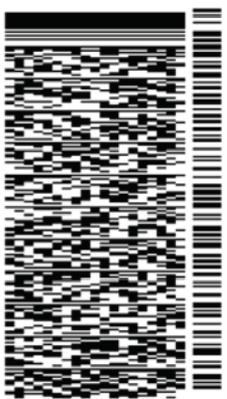
SHIP DATE: 07NOV18
ACTWGHT: 1.00 LB
CAD: 111161025MWSX13200
BILL SENDER

TO **MOLLY WILLIAMS**
PNC BANK
995 DALTON AVE

CINCINNATI OH 45203

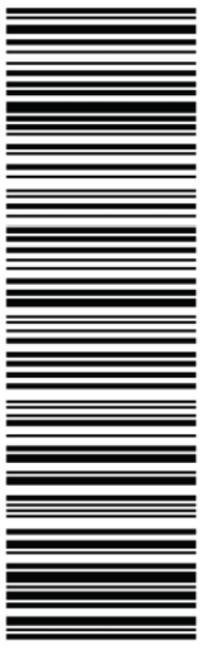
(513) 455-7420 REF: 000010012545
INV/ DEPT:
PO: 1183946-2

552.G3/C3B2/DCA5



TRK# 0201 **7836 5259 6455** THU - 08 NOV 3:00P
STANDARD OVERNIGHT

62 CVGA 45203
OH-US CVG





AMENDMENT TO LEASE-PURCHASE AGREEMENT NUMBER 1183946-2

This Amendment ("**Amendment**"), dated and effective as of the January 14, 2019 is to that certain Lease-Purchase Agreement Number 1183946-2 dated January 14, 2019 ("**Lease**") between CITY OF MISSOURI CITY, TEXAS and MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION, with an address at 1522 Texas Parkway, Missouri City, Texas 77489 (individually and collectively, jointly and severally, the "**Lessee**"), and PNC Equipment Finance, LLC, with an address at 995 Dalton Avenue, Cincinnati, OH 45203 ("**Lessor**").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

1. The following is added to the end of Section 1: "Any reference to "Lessee" herein shall mean and include both the City of Missouri City, Texas and Missouri City Recreation and Leisure Local Government Corporation, each of whom shall be jointly and severally bound hereby."
2. The second sentence of Section 2 is modified and amended by deleting the phrase "by telephone or".
3. The sixth sentence of Section 3 is deleted in its entirety.
4. The first sentence of Section 4 is modified and amended by adding the following after the word "OBLIGATED": "(except as permitted by this Lease or applicable law)".
5. The following shall replace Section 7 in its entirety: "Lessee shall not pay any taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (including taxes based on Lessor's net income). Lessee is exempt from sales tax and shall provide Lessor with a Texas Sales and Use Tax Exemption Certificate upon request."
6. The first sentence of Section 9 is modified and amended by deleting the phrase "insert or".
7. The first sentence of Section 11 is modified and amended by deleting the phrase "Lessor may tell Lessee" with "the value of the Equipment".
8. The clause (d) of Section 12 is modified and amended by deleting the phrase "or threatens to cancel".
9. The third sentence of Section 26 is deleted in its entirety.
10. Section 27 is deleted in its entirety.

All other terms and conditions of the Lease shall remain unchanged and in full force and effect. Any defined terms used herein shall have the meanings contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF MISSOURI CITY, TEXAS

PNC EQUIPMENT FINANCE, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

Authorized Signature

Printed Name

Title



CUSHMAN®



REFRESHER® OASIS™

DRIVING PROFITS WITH UNMATCHED CAPACITY.

The Cushman® Refresher® Oasis™ raises the bar for large-volume refreshment vehicles with an industry-leading 500-can capacity, meaning your workers will spend less time refilling the vehicle and more time generating revenue. With the industry's only 72-volt AC electric drivetrain or a 13.5-hp EFI gas engine, the Oasis delivers unmatched efficiency, power and performance that supports every round to make those long summer days a breeze.

LET'S WORK.®

72V
AC
ELECTRIC
OR
13.5HP
EFI GAS

12.1
SQ. FT.
COUNTER
4
BEVERAGE
COMPARTMENTS

6.7
CU. FT.
DRY STORAGE
500
CAN
CAPACITY



CUSHMAN® REFRESHER® OASIS™



BEVERAGE COMPARTMENT



MERCHANDISE CABINET



CUSTOMER FRIENDLY WRAP-AROUND COUNTER

OPTIONS & ACCESSORIES

- Trash/Recycle Bins
- Aluminum Canopy Frame
- Color Options Available for Canopy, Unit & Vehicle
- 3.0 Liter Airpots (2)
- Reversible Airpot Holder
- Humidor
- Consumable Ice Bin
- NSF Rated Ice Sink
- Unique Drainage
- Wheel Covers
- Turf Tires
- 12-volt Outlet
- USB Outlet
- LED Headlights
- Glove Box Door and Shelf
- Brake Lights

	ELECTRIC	EFI GAS
BODY & CHASSIS		
FRAME	Welded Steel with E-Shield™ e-coat plus DuraShield Powder Coat	Welded Steel with E-Shield™ e-coat plus DuraShield Powder Coat
BODY & FINISH	Injection Molded TPO, Painted (front)	Injection Molded TPO, Painted (front)
STANDARD COLOR	Forest Green	Forest Green
DIMENSIONS		
OVERALL LENGTH	117.0 in (297.18 cm)	117.0 in (297.18 cm)
OVERALL WIDTH	50.8 in (129.032 cm)	50.8 in (129.032 cm)
OVERALL HEIGHT (NO CANOPY)	47.4 (120.40 cm)	47.4 (120.40 cm)
OVERALL HEIGHT (WITH CANOPY)	73.3 in (186.18 cm)	73.3 in (186.18 cm)
WHEEL BASE	76 in (193.04 cm)	76 in (193.04 cm)
FRONT WHEEL TRACK	35 in (88.90 cm)	35 in (88.90 cm)
REAR WHEEL TRACK	38.5 in (97.79 cm)	38.5 in (97.79 cm)
GROUND CLEARANCE	4.5 in (11.43 cm)	4.5 in (11.43 cm)
REFRESHER UNIT MATERIAL AND FINISH	5000 Series Aluminum - Super Durable TGIC Polyester Powder Coating	5000 Series Aluminum - Super Durable TGIC Polyester Powder Coating
POWER		
POWER SOURCE	72-Volts	4 Cycle 24.5 cu in (401 cc)
MOTOR TYPE	AC Induction	N/A
VALVETRAIN	N/A	Single Cylinder OHV
HORSEPOWER (KW)	22.4HP (16.7 kW) - Measured at Peak Torque	13.5 hp (10.1 kW)
ELECTRICAL SYSTEM	72 Volt	Starter/Generator, Solid-State Regulator
BATTERY (QTY/TYP)	Nine 8-Volt Deep Cycle	One 12 Volt Maintenance Free
BATTERY CHARGER	900 Watt 72V DC	
KEY OR PEDAL START	Pedal	Pedal
AIR CLEANER	N/A	Industrial Rated Dry Filter
LUBRICATION	N/A	Pressurized Oil System
OIL FILTER	N/A	Spin-On
COOLING SYSTEM	Motor Shaft Direct Drive	Air Cooled
FUEL CAPACITY	N/A	6.65 Gallon (25 L) Tank
DRIVE TRAIN	Motor Shaft Direct Drive	Continuously Variable Transmission (CVT)
TRANSAXLE	Differential with Helical Gears	Differential with Helical Gears
GEAR SELECTION	Forward-Neutral-Reverse	Forward-Reverse
REAR AXLE RATIO	17:1	16.53:1 (Forward) 16.81:1 (Reverse)
PERFORMANCE		
SEATING CAPACITY	2 Person	2 Person
DRY WEIGHT (w/o batteries)	1105 lb (501.22 kg)	1135 lb (514.83 kg)
CURB WEIGHT	1670 lb (757.50 kg)	1175 lb (532.971 kg)
VEHICLE LOAD CAPACITY	1066 lb (483 kg)	1066 lb (483 kg)
OUTSIDE CLEARANCE CIRCLE	21.5 ft (6.5 m)	21.5 ft (6.5 m)
SPEED	11 mph ± 0.5 mph (17.7 kph ± 0.8 kph)	11 mph ± 0.5 mph (17.7 kph ± 0.8 kph)
STEERING & SUSPENSION		
STEERING	Self-Compensating Rack and Pinion	
FRONT/REAR SUSPENSION	Leaf Springs with Hydraulic Shock Absorbers	
SERVICE BRAKE	Rear Wheel Mechanical Self-adjusting Drum	
PARKING BRAKE	Self-compensating, Single Point Engagement	
TIRES	18 x 8.5-8	