



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 **Monday, December 15, 2014**, at **6:30 p.m.** at: **City Hall, Council Chamber, 2nd Floor**, 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 July 7, 2014.

3. Consider a resolution authorizing the purchase of beverage carts.

4. 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.

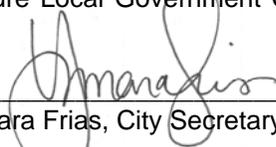
5. **RECONVENE** into Regular Session and consider action, if any, on items discussed in Executive Session.

6. 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 Gonzalez, City Secretary, at 281.403.8686.

CERTIFICATION

I certify that a copy of the December 15, 2014, 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 December 12, 2014, 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 December, 2014.

Title:_____



**MISSOURI CITY RECREATION AND LEISURE
LOCAL GOVERNMENT CORPORATION
JULY 7, 2014, MEETING MINUTES**

The Board of Directors of the Missouri City Recreation and Leisure Local Government Corporation held a meeting on **Monday, July 7, 2014**, at **6:30 p.m.** at City Hall, Council Chambers, 2nd Floor, 1522 Texas Parkway, Missouri City, Texas.

1. ROLL CALL

Chair Owen called the meeting to order at 6:47 p.m.

Present were: Chair Owen, Directors: Preston, Ford, Smith, and Emery, Chief Administrative Officer Broussard, Secretary Kelley, Treasurer Vela, Assistant City Manager Atkinson, Assistant City Manager Elmer, City Secretary Gonzalez, Golf Course General Manager Stittleburg, Director of Parks and Recreation Foos, Assistant City Attorney Iyamu, Desktop Services Specialist III Mathew and Media Relations Specialist Stottlemeyer. Also present: Frank Hester and Henderson Hunter. Director Elackatt arrived at 6:51 p.m. and Director Wyatt arrived at 6:54 p.m.

2. Consider approval of the minutes of the meeting of June 2, 2014.

Director Smith moved to approve the minutes of the June 2, 2014 meeting. Director Emery seconded. **MOTION PASSED UNANIMOUSLY.**

3. Consider a resolution regarding the schedule of fees pertaining to the use of the golf course and related facilities

Golf Course General Manager Stittleburg spoke in regards to the schedule of fees. Chair Owen inquired if the tournament fees fell in line with others. Stittleburg stated the fees keep the golf course competitive with others. Director Emery inquired if the ratio was between resident and non-resident fees was the same as it was prior to the update. Stittleburg stated the ratio would remain the same for the weekday fees but the non-resident rate on weekend mornings would be higher. Director Emery also inquired if new categories were to be added. Stittleburg stated the only changes were the non-resident weekend morning rates, the five-percent increase for the annual pass holders and the two dollar increase per round for the tournament fees. Stittleburg added the only new categories would fall under room fees.

Director Emery moved to adopt the resolution. Director Smith seconded. **MOTION PASSED UNANIMOUSLY.**

5. ADJOURN

Chair Owen moved to adjourn the meeting at 6:55 p.m. Director Wyatt seconded. Motion passed unanimously. Meeting adjourned.

BY: _____
Allen Owen, Chair

ATTEST: _____
Caroline Kelley, Secretary



LGC Agenda Item Cover Memo December 15th, 2014

To: LGC Board of Directors
Agenda Item: (3) Discussion & Approval of Beverage Cart Lease
Submitted by: Tyson Stittleburg

SYNOPSIS

The LGC has two beverage cart units that have reached the end of their lease term. The management of the LGC would like to return these two carts and replace with two newly leased carts.

STRATEGIC PLAN 2019 GOALS ADDRESSED

- Create A Great Place to Live

BACKGROUND

The current beverage units are on two separate leases. One lease expired in July, and the other in October. We are currently operating on a month to month agreement. The LGC is proposing a lease to begin in February of 2015. The order will be placed and construction of the order will take approximately 60 days. This delivery will coincide with one of the times of year when the courses experience the greatest round count. The LGC requested proposals for this lease and received two completed proposals and one with no complete response.

FISCAL ANALYSIS

The proposal that is recommended is for a 48 month fair market value lease. The cost of this lease would be \$704.50 per month. This is a savings of \$442.56 over the life of the lease as compared to the current leases.

SUPPORTING MATERIALS

1. Resolution
2. Specifications of Refresher FS4

STAFF'S RECOMMENDATION

Staff recommends selecting EZGO for a lease agreement for two beverage cart units

MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION

RESOLUTION NO. R-14-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MISSOURI CITY RECREATION AND LEISURE LOCAL GOVERNMENT CORPORATION AUTHORIZING THE PURCHASE OF TWO BEVERAGE VEHICLES AND RELATED ATTACHMENTS AND THE EXECUTION OF A LEASE AGREEMENT AND ASSOCIATED DOCUMENTS FOR THE FINANCING OF SUCH VEHICLES AND ATTACHMENTS.

* * * * *

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, 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 or 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 purchase of two (2) beverage vehicles and related attachments from E-Z-GO is appropriate and necessary for the functions and operations of the City; and

WHEREAS, the Board hereby finds and determines that the execution of Lease Agreement numbered 185050000 (the "Lease") in an amount not exceeding \$33,816.00 for the purpose of acquiring the beverage vehicles 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 the Lease; and

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

WHEREAS, PNC Equipment Finance, LLC, shall act as Lessor under said 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 Edward Broussard, 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 Leases 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 effect the acquisition of two (2) beverage vehicles and related attachments and the entering into the Lease for the financing of such beverage vehicles and related attachments.

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

PASSED, APPROVED and ADOPTED on this 15th day of December, 2014.

Allen Owen, Mayor

ATTEST:

Caroline Kelley, Secretary



October 21, 2014

Lease Number 185050000

City of Missouri City
 Missouri City Recreation and Leisure Local Government Corporation
 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 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, if applicable.
- 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.
- 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.
- 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 payment – Please send your check in the amount of \$704.50 made payable to PNC Equipment Finance, LLC.

Please return the documents to PNC Equipment Finance, LLC, Attn: Beth Sandusky, 995 Dalton Avenue, Cincinnati, OH 45203.

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 to us by October 31 2014

If you have any questions please contact Courtney Goodman at 513-455-2633.

Sincerely,

Beth Sandusky
 Documentation Specialist

Lease Agreement

Dated as of October 21, 2014
Lease Number **185050000**

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

Lessee: LESSEE FULL LEGAL NAME
City of Missouri City
1522 Texas Parkway
Missouri City, TX 77489

FEDERAL TAX ID
746029035

Co-Lessee: Missouri City Recreation and Leisure Local Government Corporation
1522 Texas Parkway
Missouri City, TX 77489

270267825

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

Equipment Location Quail Valley Golf Course

Rent Payment Schedule Lease Term is for 48 months, with Rent payments due in Arrears monthly; quarterly; semi-annual; annually; each in the amount of \$704.50 beginning _____.

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.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "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. Any reference to "Lessee" herein shall mean and include both the Lessee and the Co-Lessee, each of whom shall be jointly and severally bound hereby.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery and execution of the Certificate of Acceptance. 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 the 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 in the amount and frequency stated above. Rent Payments under this Lease do not include the accrual of an interest portion. 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. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
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, after a best efforts attempt by the governing body to obtain and appropriate funds for the payment of Rent and other payments to Lessor, fails to appropriate funds at any time during the term for this Lease, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) at least thirty (30) days prior to the end of Lessee's then current fiscal year, or, if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, Lessee's chief executive officer (or legal counsel) shall certify in writing that funds have not been appropriated for the fiscal period, (ii) no later than the last day of the fiscal year for which appropriations were made for the Rent due under this Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by this Lease, in accordance with the terms hereof, and (iii) this Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the Rent beyond such fiscal year, provided that (A) Lessee shall pay any and all Rent and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (B) Lessee shall pay month-to-month Rent for each month or part thereof that Lessee fails to return the Equipment as required herein.
- 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 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.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment, except as set forth in section 15.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent, except with respect to the performance of routine maintenance. 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.
8. **TAXES.** 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 Certification.
9. **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 and without waiving any immunity from or limitation of liability, 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.
10. **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.
11. **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 delivered 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 Lessee's 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.
12. **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 of Lessee's 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 30 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.
13. **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 31 days after its invoice date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 30 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 or if Lessee fails to comply with Section 11 and the Equipment or any part of it is 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).
14. **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 Lease Term, discounted at the higher of 3% or the lowest rate allowed by law, plus the Fair Market Value of the Equipment (collectively, the "Net Book Value"). Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours, or if Lessee fails to so make the Equipment available, 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, except for claims arising from Lessor's willful or gross negligence. 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 10 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.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Initial Term at a price equal to the Fair Market Value thereof, plus applicable taxes. "Fair Market Value" shall be equal to the value which would be obtained in an arms-length transaction between an informed and willing buyer and an informed and willing seller under no compulsion to sell, and in such determination, costs of removal of the Equipment from its location of current use shall not be a deduction from such value. If Lessee and Lessor cannot agree on the Fair Market Value thereof, such value shall be determined by appraisal at the sole expense of Lessee. Appraisal shall be a procedure whereby two recognized independent appraisers, one chosen by Lessee and one by Lessor, shall mutually agree upon the amount in question. If the appraisers are unable to agree upon the amount in question, a third recognized independent appraisers' evaluation shall be binding and conclusive on Lessee and Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such

purchase prior to the expiration date of the Initial Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent.

- 16. RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs in accordance with Section 3, or (c) Lessee does not purchase the Equipment pursuant to Section 15, Lessee will immediately return the Equipment to a location within a 500-mile radius of the Equipment Location 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.
- 17. 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 Lessee is 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 signing the Documents has the authority to do so, is acting with the full authorization of Lessee's governing body, and holds the office indicated below the person's signature, which is 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. Lessee's governing body retains the continuing right to terminate this Lease at the end of each of Lessee's budget periods during the term of this Lease provided that Lessee's governing body shall make its best efforts attempt to obtain and appropriate funds for payment of Rent and other payments under this Lease; (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) unless a Non-Appropriation occurs, 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 of the Equipment; and (k) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
- 18. 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 Lessee moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such reasonable financial information as Lessor may reasonably request from time to time, and (c) Lessee will take any reasonable action Lessor reasonably requests to protect Lessor's rights in the Equipment.
- 19. 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.
- 20. 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.
- 21. COLLECTION EXPENSES, OVERDUE PAYMENT.** 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 five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
- 22. 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.
- 23. 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 inquires 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 \$100.00 to cover Lessor's documentation and investigation costs.
- 24. NOTICES.** All of Lessee's notices to Lessor may be sent by first class mail, postage prepaid, to Lessor's address stated in this Lease. 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.
- 25. 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.

26. 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.
27. **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.
28. **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. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
29. **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
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X

Authorized Signature

Print Name

Title:

Date
1522 Texas Parkway
Missouri City, TX 77489

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 and Co-Lessee (collectively, the "Lessees") with respect to this Lease-Purchase Agreement by and between the Lessees 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) Lessees are 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 Lessees have been duly authorized by all necessary action on the part of Lessees; (C) the Lease constitutes a legal, valid and binding obligation of Lessees 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 Lessees which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessees 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 Lessees

By: _____
Caroline Kelley, City Attorney

CERTIFICATE OF ACCEPTANCE

Lease Number 185050000

Qty	Description	Serial No.
2	(2) 2015 New Cushman Hauler Refresher FS2 Vehicles, together with all attachments, tooling, accessories, appurtenances and additions thereto	

or see attached Equipment Schedule

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 _____, 2014 (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 _____, 2014.

City of Missouri City
("Lessee")

X

 Authorized Signature

 Print Name

 Title:

 Date

1522 Texas Parkway
Missouri City, TX 77489

Missouri City Recreation and Leisure Local
Government Corporation
("Lessee")

X

 Authorized Signature

 Print Name

 Title:

 Date

1522 Texas Parkway
Missouri City, TX 77489



995 Dalton Avenue
Cincinnati, Ohio 45203 • Telephone (513) 421-9191

Please Retain for Future Reference
Page No. 1
INVOICE #185050000
Customer #1159818

INVOICE DATE
11/26/2014

DUE DATE
Within 30 days of
the Invoice Date

Bill To:

City of Missouri City and
Missouri City Recreation and Leisure Local
Government Corporation
1522 Texas Parkway
Missouri City, TX 77489

Remit To:

PNC Equipment Finance, LLC
Attn: Lease Servicing/Set-Up Processing
995 Dalton Avenue
Cincinnati, OH 45203

INVOICE

Lease No. 185050000

Initial Charges:

Monthly Rent - 1st Month \$704.50

PAY THIS AMOUNT

\$704.50



REQUEST FOR INSURANCE

September 15, 2014

City of Missouri City dba Missouri City Leisure and Recreation Corporation
1522 Texas Parkway
Missouri City, TX 77489

RE: Lease #185050000 ("Lease Agreement")

Please complete this form and return it to PNC Equipment Finance, LLC along with a copy of your Certificate of Insurance and Insurance Binder, naming PNC Equipment Finance, LLC as lender loss payee and additional insured, as evidence that you have obtained the necessary insurance as required by your Lease Agreement.

As part of the Lease Agreement, you have agreed to keep in effect an "All Risk (or broad form of)" extended coverage property insurance policy covering the equipment for its full replacement value. You are also required to carry a comprehensive general liability insurance policy or other similar form of third party liability coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate limits. The property insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as sole Lender Loss Payee and the general liability insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as an Additional Insured. In addition, such policies shall have a provision stating that the policy cannot be changed or cancelled without 30 days prior written notice to PNC Equipment Finance, LLC.

If you fail to obtain insurance or provide evidence thereof to us, you agree that we may, but shall not be obligated to, obtain such insurance on your behalf and charge you for all costs and expenses associated therewith. Without limiting the forgoing, you specifically agree that if we obtain insurance on your behalf, you will be required to pay a monthly insurance charge. The monthly insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine your equipment rental amount), billing and tracking fees, administrative expenses and other related fees. We shall receive a portion of the insurance charges, which may include a profit from such finance, billing, tracking, administrative and other charges.

Please provide the pertinent policy information below in addition to sending PNC Equipment Finance, LLC, copies of the appropriate insurance documents requested above. Thank you for your assistance in this matter.

PLEASE COMPLETE ALL OF THE INFORMATION BELOW.

INSURANCE AGENT INFORMATION:

Name: _____

Insurance Carrier: _____

Address: _____

Policy Number: _____

Effective Date: _____

Expiration Date: _____

Phone Number: _____

Fax Number: _____

Lessee: City of Missouri City dba Missouri City Leisure and Recreation Corporation

Please return this form to:

Print Name: _____

PNC Equipment Finance, LLC

Signature: _____

995 Dalton Avenue

Title: _____

Cincinnati, OH 45203

Date: _____

Attn: _____

Or by Fax: _____

CERTIFICATE OF INCUMBENCY

The undersigned, duly elected and acting as **Corporate Secretary or Assistant Secretary** of City of Missouri City ("Lessee") hereby certifies:

1. That he/she has the power and authority to execute this Certificate of Incumbency on behalf of Lessee.

2. That the following named person(s) are authorized representatives of the Lessee in the capacity set forth opposite each of their names and that each of their signatures are genuine and correct.

3. That, as of the date hereof, the following named person(s) each have proper corporate power and authority to execute and deliver any lease agreement between Lessee and PNC Equipment Finance, LLC, any lease schedules pursuant thereto and any other related documents.

<u>Name (print)</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: THE CORPORATE SECRETARY OR ASSISTANT SECRETARY OF THE ORGANIZATION MUST SIGN THIS CERTIFICATE AUTHORIZING THE SIGNER TO SIGN.

I hereby attest that this information is true and correct as of this _____ day of _____, 20__.

Lessee
City of Missouri City

Signature of Corporate Secretary or Assistant Secretary

Print Name

Title

CERTIFICATE OF INCUMBENCY

The undersigned, duly elected and acting as Corporate Secretary or Assistant Secretary of Missouri City Recreation and Leisure Local Government Corporation ("Lessee") hereby certifies:

1. That he/she has the power and authority to execute this Certificate of Incumbency on behalf of Lessee.

2. That the following named person(s) are authorized representatives of the Lessee in the capacity set forth opposite each of their names and that each of their signatures are genuine and correct.

3. That, as of the date hereof, the following named person(s) each have proper corporate power and authority to execute and deliver any lease agreement between Lessee and PNC Equipment Finance, LLC, any lease schedules pursuant thereto and any other related documents.

<u>Name (print)</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: THE CORPORATE SECRETARY OR ASSISTANT SECRETARY OF THE ORGANIZATION MUST SIGN THIS CERTIFICATE AUTHORIZING THE SIGNER TO SIGN.

I hereby attest that this information is true and correct as of this _____ day of _____, 20____.

Lessee
Missouri City Recreation and Leisure Local Government Corporation

Signature of Corporate Secretary or Assistant Secretary

Print Name

Title



CUSHMAN

MODEL: REFRESHER® FS4
TYPE: GASOLINE POWERED REFRESHMENT VEHICLE
MODEL YEAR: 2014
Part No: 639075



PRODUCT SPECIFICATION

CONFIGURATION HIGHLIGHTS

Refresher Unit Overview: Refresher unit designed for inventory of unopened, pre-packaged, non-perishable foods for distribution through daily use.

Each Refresher Unit Consist Of: Windshield with Frame; Struts and Slate Canopy; 4 Insulated Sliding Drawers with Locks; Slide out Trash/recycle storage bin system, 2 plastic removable bins; Lower Rear Corner Storage Sections - both sides of endcap; Locking System for Holding & Changing Modules; Polar White Counter top; Left & Right Side Mirrors.

Accessories: Drawer Dividers (2); Consumable Ice Bin (1); Candy & Sandwich Tray (1).

Modules: 6" Snack module with one dual-sided pullout polycarbon pegboard, hooks (6), baskets (2) and chip strips (2); 18" Display Module with 4 adjustable shelves; 18" Cup & Display Module with 2 adjustable shelves/1 cup tray with 4 slots/1 beverage box.

Upper Rear Endcap: Reversible insert for airpots and bottles; 3.0 liter airpots (2); shelves for napkins and bottles on back panel (3); shelves on inside of doors (6); Coffee/Creamer serving caddy (2).

- Engine: 13 hp (9.7 kW) Exceeds SAE J1940 Standard, 4 cycle, 24.5 ci (401 cc) single cylinder, air-cooled by Kawasaki
Valve Train: Overhead valve
Fuel System: Fixed float bowl with remote pulse fuel pump
Lubrication: Pressurized oil system, spin-on oil filter
Ignition: Electronic spark/magneto
Balancer: Internal counter rotating balance shaft
Air Cleaner: Replaceable dry cartridge

- Electrical: Starter/Generator, solid-state regulator, 12 Volt maintenance free battery (425 CCA, 60 minute reserve)
Drive Train: Automatic, continuously variable transmission (CVT)
Brakes: Dual rear wheel mechanical self-adjusting drum brakes. Single point park brake release with self-compensating system
Transaxle: Differential with helical gears, ground speed governor, forward/reverse
Canopy: Sunbrella®

Beverage Unit: 5000 Series Aluminum, Super Durable TGIC Polyester Powder Coating

Beverage Unit Storage Capacity:

- Cold Storage Cabinets: 4
Trash Bin Volume: 3.4 cu ft (0.96 m3)
Merchandising Capacity: 21.1 cu ft (.59 m3)
Work Space: 13 ft2 (4 m2)

PRODUCT OVERVIEW

Table with 2 columns: Category and Specification. Categories include Dimensions, Performance, Vehicle Power, Steering & Suspension, Body & Chassis, and Noise & Vibration.

Some items shown may be optional equipment

Measurement methods were applied per the ISO 2631 and ISO 5349 standards under conditions of typical vehicle surfaces.



CUSHMAN

Refresher Unit Dimensions

Refresher Unit Length	66.5 in (169 cm)
Refresher Unit Width	51 in (130 cm)
Refresher Unit Height	55.5 in (140 cm)
Refresher Unit Weight	565 lb (256kg)
Canopy	Sunbrella®
Standard Color	Pebble Platinum
Canopy	Slate Canopy
Standard Module Configuration	42" (106 cm) Total Capacity: - 6" (15.2 cm) Snack Pull Out - 18" (35.7 cm) Module with Adjustable Shelves - 18" (35.7 cm) Cup & Display Module¹

Refresher Unit Dimensions Cont.

Maximum Merchandising Capacity	21.1 cu ft (.59 m3)
Cold Storage Drawer Vol. (Total)	11.1 cu ft (0.31 m3)
Cold Storage Drainage	Single Drain Per Drawer
Cold Storage Capacity	12 oz cans: 400
Trash Bin Volume	3.4 cu ft (0.96 m3)
U Shaped Work Space	13 ft² (1.2 m²)
Beverage Unit	5000 Series Aluminum - TGIC Polyester Powder Coating - Visible Product Doors w/Locks

OPTIONS & FIELD INSTALLED ACCESSORIES (Installation not included)*

Item	Std	Opt	Fld
Refresher Unit			
Base Unit, for FS4 - Pebble Platinum	X		
Base Unit, for FS4 - Desert Stone		X	
Canopy - Slate (standard for Pebble Platinum unit)	X		
Canopy - Walnut Tweed (standard for Desert Stone unit)		X	
Canopy - Additional Color Options		X	X
Refresher Countertop - Polar White	X		
Refresher Countertop - Mercury Gray, Sand Shade		X	
End Cap with Trash & Recycle	X		
Windshield	X		
Side Mirrors	X		

Refresher Accessories

Item	Std	Opt	Fld
6" Snack Module with Hooks Kit	X		X
6" Cup Holder Module - 5 Internal Racks			X
12" Snack Module with Hooks Kit			X
12" Module with 4 Adjustable Shelves			X
12" Standard Shelves - 2 Pack			X
12" Wedge Shelves - 2 Pack			X
12" Single Airpot Holder - White			X
18" Module with 4 Adjustable Shelves	X		X
18" Cup & Display Module	X		X
18" Standard Shelves - 2 Pack			X
18" Wedge Shelves - 2 Pack			X
18" Dual Airpot Holder - White			X
18" Food Warmer Module			X
24" Keg Module			X
Food Warmer Bags			X
Consumable Ice Drawer Insert, SS, 10x10x20	X		X
3.0 Liter Airpot (2 Standard)	X		X
Reversible Insert For Airpots/Bottles	X		X
Napkin & Bottle Holder Shelves - 3 Pack w/Hardware	X		X
Coffee/Creamer Serving Caddy - 2 Pack	X		X
Mini Bottle Holder Shelves - 3 Pack w/Hardware	X		X
Drawer Inserts: Candy & Sandwich Tray - 2 Pack			X
Snack Module Kit (6HKS, 2 Clip Strips, 2 Baskets)			X
Mini Tray Set - 3 Pack			X
Humidor			X
Drawer Dividers	X		X

Item	Std	Opt	Fld
TIRES & WHEELS:			
Front & Rear:			
Load Star 205/65-10	X		
Wheel Covers:			
10" Chrome			X
COLORS:			
Body Color Forest Green	X		
Body Color Ivory			X
Body Color White			X
Body Color Yellow			X
Body Color Orange			X
Body Color Black			X
Body Color Platinum			X
Body Color Blue			X
Custom Body Color (upon request)			X

Item	Std	Opt	Fld
Seating:			
Seat Color (Gray) Driver Only	X		
Seat Color (Gray) Driver & Pass			X
Additional Seat Colors: Tan, White or Black			X

Item	Std	Opt	Fld
OTHER PERFORMANCE:			
Ash Tray			X
Front Bumper & Guard (Black)	X		
High Altitude Jetting 3 - 6K ft (900 - 1800 m)			X
High Altitude Jetting 6K + ft (1800 + m)			X
Horn	X		
Low Oil Indicator	X		
Glove Box Door (Locking) Driver & Passenger Sides			X
Glove Box Door (Locking) Driver Side			X
Glove Box Door (Locking) Passenger Side			X

Item	Std	Opt	Fld
ELECTRICAL:			
Brake Lights			X
Headlights	X		
LED Headlights			X
Turn Signals with 4-Way Flashers			X
Unique Individual Key Switch			X
12 Volt Outlet			X
Hour Meter			X