



## NOTICE OF PUBLIC MEETING

Monday, June 24, 2019  
CITY COUNCIL CHAMBERS  
680 Park Avenue  
Idaho Falls, ID 83402  
3:00 p.m.

*The public is invited to attend. This meeting may be cancelled or recessed to a later time in accordance with law. If you need communication aids or services or other physical accommodations to participate or access this meeting or program of the City of Idaho Falls, you may contact City Clerk Kathy Hampton at 612-8414 or the ADA Coordinator Lisa Farris at 612-8323 as soon as possible and they will accommodate your needs.*

### COUNCIL WORK SESSION

*Times listed in parentheses are only estimates.*

#### Call to Order and Roll Call

#### Council President:

- Calendars, Announcements and Reports (10)
- Acceptance and/or Receipt of Minutes

#### Council:

- Liaison Reports and Council Concerns (10)

#### Agency Report:

- Regional Economic Development for Eastern Idaho (REDI)  
Energy Technology Environmental Group (ETEG) (30)

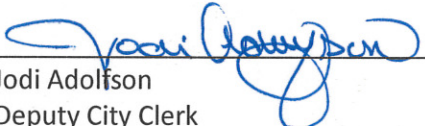
#### Fire Department:

- Ladder Truck Lease/Purchase Discussion (30)

#### Police Department:

- Personal Concerns and Proposed Changes  
to the Police Personnel Manual (30)
- Business License Appeal Hearing

DATED this 21<sup>st</sup> day of June, 2019

  
\_\_\_\_\_  
Jodi Adolfsen  
Deputy City Clerk



## **PARKS & RECREATION COMMISSION MEETING**

**MAY 6, 2019**

**ACTIVITY CENTER**

**12:00 Noon**

### **ATTENDANCE:**

Members in Attendance: D. Pennock, J. Graham, T. Hersh, J. Forbes, B. Lee, C. Horsley, K. Hope, D. Radford, J. Freeman, R. Campbell, P. Holm, B. Combo, G. Weitzel and guests from the Bonneville Youth Council

Members Not In Attendance: M. Hill, C. White, J. Hammon, J. LoBuono, P. Lloyd, W. Johnson, T. Reinke

### **CALL TO ORDER – B. COMBO**

B. Combo called the meeting to order at 12:09.

### **APPROVAL OF MINUTES**

T. Hersh motioned to approve the April 1, 2019 minutes. K. Hope seconded. All in favor.

### **DIRECTOR'S REPORT – G. WEITZEL**

G. Weitzel reported on the following:

- The RECreate I.F. plan public meeting is scheduled for Tuesday evening on June 18<sup>th</sup>. The consultants will give the Parks and Recreation Commission an update at our June meeting, including the survey results.
- The cut-off date for the on-line survey is May 24<sup>th</sup>. We are planning a contest for all those who complete a survey.
- The survey consultant has advised over five hundred surveys have been completed.
- The Five Year Business Plan is about completed.
- The Parks Maintenance Plans and the Recreation Programming Plans are being drafted.
- The Budget Watch is scheduled for May 7<sup>th</sup> at the library.
- Saturday, May 11<sup>th</sup> is the Park Playground Build at Community Park with state of the art climbing equipment and a zip line.
- The Spray Park Project will need to go to bid which would delay the opening of a spray park until fall, therefore this will have to wait until next summer.

- Dockless Micro Mobility was discussed. There has been a request for E-bikes and scooters in our community. G. Weitzel explained how we will need to work with several community groups to obtain guidance for the recommendations we give to City Council.

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#### **ASSISTANT DIRECTOR – P. HOLM**

P. Holm reported on the following:

- M. Handke has been setting up image boards in different locations such as the Maeck Education Center opening, the museum lobby, Barnes & Noble, C.E.I., Albertsons, the Bike Month Social, and Sam's Club. The next step will be to set up in elementary and high schools to get input of what kind of services or facilities are wanted from those in that age category.
- The "Happy or Not" customer service satisfaction program was explained. Three units are currently placed at our golf courses, but will be moved from facility to facility. P. Holm explained how the daily reports are interpreted and how these devices will benefit our department.
- The Happifeet App was also discussed as a means in helping to get specific feedback from customers.

#### **DEPARTMENT REPORTS**

##### **Parks & Cemeteries – R. Campbell**

R. Campbell reported on the following:

- The zone managers have been hired and will move forward with this new organizational structure.
- The upcoming dandelion season in the parks.
- Field maintenance being done.
- The rock garden restroom is ahead of schedule.
- Major improvements inside the Sandy Downs grandstands.
- Continuing to receive materials for Heritage Park.

##### **Zoo – D. Pennock**

D. Pennock reported on the following:

- April 2019 broke attendance records with 16,733 visitors.
- They have a new zebra and are waiting on a new camel calf.
- They are upgrading the zoo interactions.

##### **Golf – T. Reinke (Absent and reported by G. Graham)**

G. Graham reported on the following:

- Golf Sales and rounds are up compared to last year at this same time.

- They are working on marketing and advertising, and the website is almost finished.
- They will be requesting the amount needed for a new irrigation system for the 2020 budget with the hope of repaying the City of Idaho Falls for a possible loan.

#### **Recreation – C. Horsley**

C. Horsley reported on the following:

- The Parks & Recreation Department took over the Cal Ripken and Babe Ruth baseball leagues. We are close to matching their participation numbers from last year. We expect this to become a successful program ran by our department.

#### **CALL FOR AGENDA ITEMS**

**Meeting adjourned at 1:17 p.m.**

**Next meeting will be held June 17, 2019.**

*Recorded by:  
Tracy Sessions, Clerk, Parks & Recreation*



## MEMORANDUM

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**TO:** Honorable Mayor and City Council

**FROM:** Duane Nelson; Fire Chief

**DATE:** Tuesday, June 18, 2019

**RE:** Lease/Purchase of New Ladder Truck

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Attached for discussion at the June 24, 2019, work session are associated documents for the lease/purchase program from Pierce Manufacturing. Over the last several years the Fire Department has worked to become and maintain compliance with the National Fire Protection Association (NFPA) 1901 Standard for Automotive Fire Apparatus.

This Standard sets minimum standards for mechanical, safety, lighting as well as all equipment that should be included with fire apparatus to be standards compliant in the United States. The NFPA 1901 Standard also sets as a guideline that Fire Apparatus are to be utilized for 25 years. This time is established as a front-line working apparatus for the first 15 years followed by 10 years in reserve status. Based on this standard we have adopted; our current ladder truck should become a reserve piece of equipment in 2021.

The quoted price to replace a ladder truck is \$1,415,930.00. Attached you will see that utilizing a 5-year term the annual payments will be \$297,044.03 and entering into the contract for the FY19/20 the first payment will not be due for one calendar year after signing as the vehicle will not be ready for delivery for 18 months following the agreement as it takes this time to build this type of apparatus. This option does cost slightly more than that of paying for a vehicle outright. Approximately \$8000.00 determined by review from City Finance and accounting for a standard 3% increase in cost annually.

The lease/purchase program has undergone reviews by the Fire Department, City Legal and Municipal Services Purchasing and Finance Departments. This purchase will secure our ability to maintain NFPA compliance while preserving the established Fire Department MERF contributions and addressing vehicle and apparatus needs of the future.

Master Lease-Purchase Agreement  
Between  
\_\_\_\_\_ and  
PNC Equipment Finance, LLC

Document Index

- ☐ Master Lease-Purchase Agreement – Sign and provide title on the last page
- ☐ Lease Schedule with Schedule A-1 – Sign and title
- ☐ Vehicle Schedule Addendum – Sign and title
- ☐ Resolution – The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Incumbency Certificate – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- ☐ Titled Vehicle Guidelines - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. Please refer to this document to guide you through the transfer of title and vehicle registration process.
- ☐ 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.
- ☐ Three or Four Party Agreement – Sign and title.
- ☐ Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- ☐ IRS FORM 8038-G – Sign, date, and title
- ☐ 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 \$0.00, made payable to PNC Equipment Finance, LLC.
- ☐ Sales Tax Exemption Certificate – Please provide an up to date State Sales Tax Exemption Certificate.
- ☐ Sales Contract or Purchase Order - Please provide a copy of the Sales Contract enter into with Pierce Manufacturing or a copy of the Purchase Order issued to Pierce Manufacturing Inc.

## MASTER LEASE – PURCHASE AGREEMENT

Dated as of \_\_\_\_\_

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified below ("Lessee").

LESSEE: \_\_\_\_\_

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

#### 4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

#### 5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee.

Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

## **6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.**

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

**7. NO WARRANTY BY LESSOR. The Equipment is sold "AS IS". LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES,**



**WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY.** For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

#### **8. TITLE; SECURITY INTEREST.**

8.1 Upon Lessee's acceptance of any Equipment under its Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

**9. PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

**10. MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

**11. LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

#### **12. LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

### **13. RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

### **14. INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act,

error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

**15. PURCHASE OPTION.** Upon thirty (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 a 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.

**16. LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

**17. TAX COVENANTS.** Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking

into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

## 18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**19. EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

**20. REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be applied to amounts payable by Lessee under clause (a) above of this Section only to the extent that such net proceeds exceed the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

**21. RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

**22. LAW GOVERNING.** Each Lease shall be governed by the laws of the state of the lessee (The "State").

**23. NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as

the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

**24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.** Within thirty (30) days of their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee. To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment, to sign Lessee's name with the same force and effect as if signed by Lessee, and to file same at the proper location(s); and make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

**25. ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE LAW COMPLIANCE.**

Lessee represents and warrants to Lessor, as of the date of this Master Lease, the date of each advance of proceeds pursuant to this Master Lease, the date of any renewal, extension or modification of this Master Lease or any Lease, and at all times until this Master Lease and each Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) 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 any Lease will not be used to fund any operations in, finance any investments or activities in, or, make any payments to, a Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (c) the funds used to repay any 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, including but not limited to any Anti-Terrorism Laws. Lessee covenants and agrees that it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event.

As used herein: "Anti-Terrorism Laws" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "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, all guarantors, pledgors of collateral, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Master Lease or any Lease; "Reportable Compliance Event" means that any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; "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.

**26. 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 Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow 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.

**27. SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

**28. EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

**29. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

**30. HEAVY-DUTY VEHICLE GREENHOUSE GAS EMISSION REDUCTION REGULATION.**

(a) If the equipment leased pursuant to the Lease is a tractor, the Lessee of this heavy-duty tractor understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the heavy-duty tractor must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this heavy-duty tractor is compliant. The regulations may require this heavy-duty tractor to have low-rolling-resistance tires that are U.S. Environmental Protection Agency (U.S. EPA) SmartWay Verified Technologies prior to current or future use in California, or may entirely prohibit use of this tractor in California if it is a model year 2011 or later tractor and is not a U.S. EPA SmartWay Certified Tractor.

(b) If the equipment leased pursuant to the Lease is a trailer, the Lessee of this box-type trailer understands that when using a heavy-duty tractor to pull a 53-foot or longer box-type trailer on a highway within California, the box-type trailer must be compliant with sections 95300-95312, title 17, California Code of Regulations, and that it is the responsibility of the Lessee to ensure this box-type trailer is compliant. The regulations may require this trailer to have low-rolling-resistance tires and aerodynamic technologies that are U.S. Environmental Protection Agency SmartWay Verified Technologies prior to current or future use in California.

(c) Notwithstanding anything in the Lease to the contrary, the Lease does not prohibit the Lessee from modifying the trailer, at Lessee's cost, to be compliant with the requirements of the California Heavy-Duty Vehicle Greenhouse Gas Emission Reduction Regulation.

**31. 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.

("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

Title \_\_\_\_\_

155 East Broad Street, B4-B230-05-7  
Columbus, OH 43215

SAMPLE



**LEASE SCHEDULE NO. \_\_\_\_\_**

Dated As Of \_\_\_\_\_

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated \_\_\_\_\_

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
5. **BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
6. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

("Lessee")

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Schedule A-1

### 1. EQUIPMENT LOCATION & DESCRIPTION:

Name  
Address

County

Equipment Description

### 2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: \_\_\_\_\_

(b) Amount Financed:

i.	Equipment Purchase Price	\$0.00
ii.	Purchase Price Deduction	\$0.00
	Prepay Discounts	<u>\$0.00</u>
	Trade In	<u>\$0.00</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	\$0.00

(c)      Payment Schedule:

Accrual Date: \_\_\_\_\_

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
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SAMPLE

("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

Title: \_\_\_\_\_

## VEHICLE SCHEDULE ADDENDUM

Dated As Of \_\_\_\_\_

Lease Schedule No. \_\_\_\_\_ Dated \_\_\_\_\_

Lessee: \_\_\_\_\_

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between PNC Equipment Finance, LLC ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

Title: \_\_\_\_\_

## RESOLUTION

Municipality/Lessee: \_\_\_\_\_

Principal Amount Expected To Be Financed: \$\_\_\_\_\_

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("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 Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal 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 Municipality.

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

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

Section 1. Either one of the \_\_\_\_\_ OR \_\_\_\_\_ (each an "Authorized Representative") acting on behalf of the Municipality, 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 Municipality. Each Authorized Representative acting on behalf of the Municipality 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 Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality'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 Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this \_\_\_\_\_, 2019.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality 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: \_\_\_\_\_

\_\_\_\_\_  
Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE OF INCUMBENCY

Lessee: \_\_\_\_\_

Lease Schedule No.: \_\_\_\_\_

Dated: \_\_\_\_\_

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "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.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

_____	_____	_____
Name	Title	Signature

_____	_____	_____
Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

\_\_\_\_\_  
Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: \_\_\_\_\_

Official Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FORM OF OPINION OF COUNSEL**

(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: \_\_\_\_\_

Lessor: PNC Equipment Finance, LLC

Re: Lease Schedule No. \_\_\_\_\_ dated \_\_\_\_\_, together with its Master Lease-Purchase Agreement dated \_\_\_\_\_, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of \_\_\_\_\_ (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney



## INSURANCE COVERAGE DISCLOSURE

PNC Equipment Finance, LLC, LESSOR

\_\_\_\_\_, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to issue: (check to indicate coverage)

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as Lender Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNC Equipment Finance, LLC and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per occurrence  
\$2,000,000.00 aggregate bodily injury liability  
\$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNC Equipment Finance, LLC, Attn: Insurance Dept, 995 Dalton Ave., Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE:

By: \_\_\_\_\_ Title: \_\_\_\_\_

## INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

### ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNC Equipment Finance, LLC must be named Lender Loss Payee and Additional Insured
- 30 Days' Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

### Certificate Holder Information:

PNC Equipment Finance, LLC, its successors and/or all assigns  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please send a FAX copy of certificate to Cheryl Lopez at 1-800-678-0602.

The original should be mailed to the same at:

PNC Equipment Finance, LLC  
Attn: Insurance Dept  
995 Dalton Ave.  
Cincinnati, OH 45203

Please call Cheryl Lopez at 1-800-820-9041, ext. 4, if you have any questions.

## FOUR PARTY AGREEMENT

Dated as of \_\_\_\_\_

Lessee means \_\_\_\_\_

"Lease Schedule" means Lease Schedule No. \_\_\_\_\_ dated \_\_\_\_\_, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: \_\_\_\_\_

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between PNC Equipment Finance, LLC ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule ("Equipment") to be manufactured by Pierce and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	\$0.00
Vendor Discounts:	\$0.00
Advance Payment Date:	_____

3. Upon execution of the Lease Schedule and delivery of all documents required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	\$0.00
Trade In:	\$0.00
Amount Financed:	\$0.00

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: \_\_\_\_\_

(b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: \_\_\_\_\_

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

- (a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b). The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **paragraph 5** for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Pierce as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b). Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Supplier agrees that a performance bond (the "Performance Bond") will be issued which names Supplier as Principal, the Lessee as Obligee and the Lessor as Additional Obligee. The Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the Lessee and accepted by Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of this Agreement.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below execute this Agreement as of the date first written above.

\_\_\_\_\_  
("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Pierce Manufacturing Inc.  
("Pierce")

By: \_\_\_\_\_

Title: \_\_\_\_\_

PNC Equipment Finance, LLC  
("Lessor")

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
("Supplier")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

## DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. \_\_\_\_\_

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and PNC Equipment Finance, LLC ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. **ACCEPTANCE OF EQUIPMENT.** As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: \_\_\_\_\_

2. **RENT PAYMENTS.** Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

\_\_\_\_\_  
("Lessee")

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **Guidelines and Expectations for Titled Vehicle Leasing**

Thank you for choosing **PNC Equipment Finance, LLC ("PNCEF")** for your vehicle financing needs. Please refer to the Guidelines and Expectations outlined below to guide you through the transfer of title and vehicle registration process.

### **FOR OUR LESSEES/BORROWERS:**

#### **Sales Tax Exemption Certificate** (for Leases only)

- If your business is eligible for sales tax exemption status, please provide a Sales Tax Exemption Certificate to PNCEF prior to signing your lease documentation. For tax exempt over-the-road trucks, please provide an ICC Carrier Certificate in addition to the Sales Tax Exemption form.

#### **If the Lessee/Borrower is completing title work and/or registration:**

- The vendor or prior vehicle owner will provide you with a completed MSO or Title and Title Application. You are responsible for all additional costs/fees associated with titling and registration. Such payments are not built in to your Lease/Loan.

### **FOR VENDORS OR PRIOR VEHICLE OWNERS:**

#### **Proof of Origination/Ownership**

- Please provide PNCEF with a copy of the FRONT side of the MSO, or Current Title and Title Application.

#### **If the Vendor or Prior Owner is completing title work and/or registration...**

- PNCEF must receive a copy of the Title Application and BACK SIDE of the Title/MSO showing Lessee/Borrower as Owner and PNCEF as Lienholder prior to releasing funds.

### **TITLE INFORMATION:**

- New title listing PNCEF should appear as follows:

**Owner:** \_\_\_\_\_

**Lienholder:** "PNC Equipment Finance, LLC"

#### **Original Titles/MSO**

- All Original Titles (or Lien Statements, when applicable) listing Lessee/Borrower as Owner and PNCEF as Lienholder must be mailed to PNCEF within 60 days of registration. PNCEF will retain all titles subject to the terms of the Lease/Loan.

#### **Mail Title/MSO(s) to the following address:**

- PNC Equipment Finance, Attn: Collateral Department, 995 Dalton Avenue, Cincinnati, OH 45203
- For questions, please call our Client Care Department at 513-455-2323

## PNC Equipment Finance, LLC INFORMATION REQUEST

LESSEE NAME: \_\_\_\_\_

FEDERAL TAX I.D. # \_\_\_\_\_

BILLING ADDRESS:

\_\_\_\_\_  
Billing Contact

\_\_\_\_\_  
Street Address or Post Office Box

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

\_\_\_\_\_  
Street Address or Post Office Box

\_\_\_\_\_  
City, State and Zip

Require Board Approval for Payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

Board Meeting Date? \_\_\_\_\_

Require signed vouchers for payments? \_\_\_\_\_ Yes \_\_\_\_\_ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Please list any special instructions below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



FINANCIAL SOLUTIONS



## Tax Exempt Lease Purchase

3/26/2019

<b>SALES ORGANIZATION:</b>	<b>Hughes Fire - Andy</b>	
<b>LESSEE:</b>	Idaho Falls	Contact information:
<b>TYPE OF EQUIPMENT:</b>	One (1) Pierce Arrow XT Ascendant	Kim Simon
<b>EQUIPMENT COST:</b>	\$1,415,930.00	Locator: B4-B230-05-07
<b>CUSTOMER DOWNPAYMENT:</b>	\$0.00	155 East Broad St
<b>TRADE-IN:</b>	\$0.00	Columbus, OH 43215
<b>DELIVERY TIME:</b>	Standard delivery	Ph: (800) 820-9041 ext. 1
<b>PAYMENT MODE:</b>	Annual In Arrears	Fax: (866) 852-3101
<b>FIRST PAYMENT DUE DATE:</b>	1 Year After Lease Commencement	Kim.simon@pnc.com
<b>LEASE COMMENCEMENT DATE:</b>	Upon contract signing with Pierce	

Term	5 years	10 years	15 years
Number of Payments	5 Annual	10 Annual	15 Annual
Payment Amount	\$297,044.03	\$166,123.75	\$124,826.11

**NOTE:** All lease documents must be fully executed within 14 days of the date of this proposal. Failure to receive completed documents may alter the final payment schedule due to changes in rates and/or discounts.

**PERFORMANCE BOND:** To utilize the prepay program, a performance bond is required. Said performance bond shall be paid for directly to Pierce Manufacturing or financed by PNC Equipment Finance as part of the transaction

**ESCROW FUNDING OPTION:** At lease closing, if all of the equipment has not yet been delivered, Lessor will fund an escrow account from which disbursements will be made to the equipment provider(s) upon receipt of a Requisition Request and Certificate of Acceptance from Lessee. Escrow agent will either be Lessor or third-party provider selected by Lessor and approved by Lessee. All escrow earnings will be for the benefit of Lessee. The escrow agent will assess a \$250.00 account set up fee payable at closing.

**TYPE OF FINANCING:** Tax-exempt Lease Purchase Agreement with a \$1.00 buy out option at end of lease term. Said agreement shall be a net lease arrangement whereby lessee is responsible for all costs of operation, maintenance, insurance, and taxes.

**BANK QUALIFICATION:** This proposal assumes that the lessee will not be issuing more than \$10 million in tax-exempt debt this calendar year. Furthermore, it is assumed that the lessee will designate this issue as a qualified tax-exempt obligation per the tax act of 1986.

**LEGAL TITLE:** Legal title to the equipment during the lease term shall vest in the lessee, with PNC Equipment Finance perfecting a first security interest

**AUTHORIZED SIGNORS:** The lessee's governing board shall provide PNC Equipment Finance with its resolution or ordinance authorizing this agreement and shall designate the individual(s) to execute all necessary documents used therein.

**LEGAL OPINION:** The lessee's counsel shall furnish PNC Equipment Finance with an opinion covering this transaction and the documents used herein. This opinion shall be in a form and substance satisfactory to PNC Equipment Finance.

**VOLUNTEER FIRE DEPARTMENTS:** If Lessee is a Volunteer Fire Department, a public hearing under the requirements of Section 147(f) of the Internal Revenue Code of 1986 shall be conducted to authorize this transaction. It is recommended that a notice of the public hearing be published 10 to 14 days in advance of the public hearing.

This proposal will be valid for **fourteen (14) days** from the above date and is subject to final credit approval by PNC Equipment Finance and approval of the lease documents in PNC Equipment Finance's sole discretion. To render a credit decision, lessee shall provide PNC Equipment Finance with their most recent two years' audited financial statements, copy of their most recent interim financial statement, and current budget.

Accepted by: \_\_\_\_\_ Proposal submitted by Kim Simon





## MEMORANDUM

**FROM:** Bryce Johnson

**DATE:** Thursday, May 9, 2019

**RE:** Proposed additions to Police Personnel Manual (PPM)

---

### Item Description

This is an addition to the PPM to include certificate pay for officers and dispatchers with advanced POST certificates, language pay, and uniform allowance for officers who are not issued uniforms.

### Purpose

These proposed additions will incorporate wage benefits with budgetary implications into the PPM so they will have approval of the Council. This is in support of the Priority Based Budgeting result of safety.

### Fiscal Impact / Financial Review

The certificate pay is already being paid to officers and to dispatchers. The rate will be increased for the dispatchers to make it equivalent for equivalent POST certificates which are now earned by both officers and dispatchers. The total cost for the increased dispatch certificate pay is \$7,686.00. The language pay is currently being paid for Spanish only. These changes would open up additional languages and could increase the City's liability depending on the number of languages authorized and the number of employees who are proficient in the authorized languages. The Uniform allowance is already in place; it would therefore have no fiscal impact.

### Legal Review

The City Attorney reviewed these additions and edited the proposed language.

### Interdepartmental Review

Municipal services reviewed these additions for fiscal impact. They wanted to make sure the Council was aware of the potential liability for the language pay cost increases.

### Recommended Action

IFPD recommends that the Council approve this resolution to amend the Police Personnel Manual which was passed by resolution on November 8, 2018.



☐ Economic



☐ Governance



☐ Growth



☐ Learning



☐ Livable



☒ Safety



☐ Sustainability



☐ Transportation



## MEMORANDUM

**TO:** City Clerk's Office

**FROM:** Captain Bill Squires

**DATE:** May 23, 2019

**RE:** Denial – Melisa Ruoho – Smarts Starts Daycare 2

Melisa Ruoho applied for a Child Care Worker Certification. After receiving the background check on 5/23/2019, it is the City of Idaho Falls Police Department's recommendation to deny the license. The background check showed that Melisa Ruoho does not qualify under City Code 6-3-8 (D).

**6-3-8: LICENSES/CERTIFICATION, DENIAL, SUSPENSION OR REVOCATION:**

A license or certification applied for or issued under this Chapter may be denied, suspended or revoked if any criminal history investigation reveals that the applicant, licensee or On-Site Non-Provider has engaged in conduct which could pose a risk of harm to the health, safety, and welfare of the children who are or will be under the direct care of any potential applicant or current licensee. This provision shall include all convictions, judgments, withheld judgments, and guilty pleas of any type. Examples of conduct or events, but not limited to the following, which can pose a risk to children and are therefore grounds for denial, suspension or revocation include:

(D) Having been found guilty of or received a withheld judgment for a crime involving any controlled substance;

DENIAL MEMO-001.2019 CCWC Melisa Ruoho

IDAHO FALLS

CITY OF IDAHO FALLS

City Clerk's Office

City Clerk's Office: (208) 612-8415

FAX: (208) 612-8560

APPLICATION TO APPEAL A DECISION TO THE CITY COUNCIL

Appellant Information:

Contact Name:	Melisa Ruoho	Phone Number:	(208) 821-1082		
Address:	1060 10th St.	Email:	ruohomelisa09@gmail		
City:	Idaho Falls	State:	ID	Zip:	83404

Reason for Appeal:

See attached sheet.

City of Idaho Falls Code of Ordinances:

4-1-2: (C) Any applicant may appeal a denial of his or her application by filing a notice of appeal with the City Clerk, within ten (10) days after the date the denial is delivered to the applicant. The notice of appeal shall be in such form as may be approved by the City Clerk and shall in summary form set forth the reasons for the appeal. Such notice of appeal shall be accompanied by a filing fee in the amount of fifty dollars (\$50.00). Such filing fee shall be non-refundable. Upon timely delivery of a notice of appeal and payment of the filing fee, the City Clerk shall schedule a hearing before the City Council within thirty (30) days after the delivery of the notice of appeal. The City Clerk shall also deliver a written notice of hearing to the applicant not less than seven (7) days prior to the date of such hearing. A copy of the notice of hearing shall likewise be sent to the Chief of Police. At the hearing, the City Clerk shall keep a transcribeable, verbatim record of the hearing, including any exhibits or documentary evidence and shall retain such transcript for a period of not less than six (6) months following the conclusion of the hearing. At the conclusion of the hearing, the City Council shall render a decision, which may be verbal or in writing. Such decision shall succinctly state the reasons for the denial or affirmation of the decision of the City Clerk.

Date: June 4th, 2019

Melisa Ruoho  
Signature of Appellant

\$50.00 Filing Fee for Appeal  
13982 Receipt Number

To whom it may concern,

Two years ago I was still trying to discover who I was and where I wanted to go in life. I was lost, misguided and spending time with people I considered friends. I realized I made some bad choices when I ran around with them.

When I received the possession and paraphernalia charges, I realized I was hanging out with the wrong people who were detrimental to my future and personal success. I own up to my mistakes. I have done a lot of soul searching and have purged those toxic people from my life. I am now a mother to a very beautiful little girl. She has made the most positive impact on my life. My personal growth has been exponential since she has come into my life. I love caring for children. It is the only career I want to pursue. Working with children, watching them learn and being

a big impact on their lives is the most heart warming job.

I have always had a special spot in my heart for special needs children, and would love to educate them with patience, love, and kindness. My future and the future of my daughter lies in the hands of those who have made the decision to deny my application for child care licence. I am asking you to reconsider your decision.

I need to work so I can provide for my daughter and I would love to have the opportunity to pursue a career in child care and be allowed to make a positive difference in the lives of the children I care for.

## Child Care License Renewal

Date Issued: \_\_\_\_\_

Expiration Date: 99/99/9999  
Fingerprint Expiration Date: 99/99/9999

input 5/14/2019

PLEASE MAKE ANY NECESSARY CHANGES.

License Number: 7652 Name: RUOHO, MELISAAddress: 288 MELBOURNE \ 1060 10th streetCity: IDAHO FALLS State: ID Zip Code: 83404Phone Number: 208-821-1082 Phone Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Owner/Manager: Smart Starts Childcare

Email Address: \_\_\_\_\_

MAILING ADDRESSAddress: 288 MELBOURNECity: IDAHO FALLS State: ID Zip Code: 83404FEES:

Fingerprinting Fee	45.00
CERTIFIED CHILD CARE WORKER	20.00

OTHER REQUIRED INFORMATIONTraining Hours 12 hrs. 2019 (Documentation Required)CPR/First Aid Certification 4/11/2021 (Documentation Required)Child Abuse and Neglect Registry 5/14/2019 / 5/22/2019Signature: DignReceipt Number: 13803

You must return this application to:

CITY CLERK P.O. BOX 50220 Idaho Falls, ID 83405



**AUTHORIZATION AND CONSENT TO RELEASE INFORMATION FROM  
THE IDAHO CHILD ABUSE AND NEGLECT CENTRAL REGISTRY**

**INSTRUCTIONS**

- This form must be completed in its entirety.
- It must be signed by the person that is being checked, or, by their parent/guardian if the subject of the search is under the age of eighteen (18).
- The signature must be notarized.
- Include a check, money order, or appropriate invoice in the amount of \$20.00 payable to: "Idaho Department of Health and Welfare" or "IDHW". DO NOT SEND CASH.
- Requests must be mailed to:

IDHW -- Criminal History Unit  
ATTN: CWIS  
P.O. Box 83720  
Boise, Idaho 83720

**PERSON BEING CHECKED (PRINT CLEARLY OR TYPE)**

IF THE FORM IS ILLEGIBLE OR INCOMPLETE, IT WILL BE REJECTED AND RETURNED

LAST NAME:

Ruoho

FIRST NAME:

Melisa

MAIDEN/FORMER NAME(S)/ALIASES:

DATE OF BIRTH:

SOCIAL SECURITY NUMBER:

**AGENCY INFORMATION:**

IF THIS REQUEST IS FOR A CITY DAYCARE LICENSE, LIST THE CITY NAME AS THE LICENSING AGENCY IN THE SECTION BELOW

LICENSING AGENCY/EMPLOYER NAME:

City of Idaho Falls

**RETURN RESULTS TO:**

IF AN EMAIL ADDRESS IS PROVIDED, THAT WILL BE THE DEFAULT RETURN PROCESS

NAME: City Clerk's Office

STREET/PO BOX:

P.O. Box 50220

EMAIL:

lfclerk@idahofallsidaho.gov

CITY/STATE/ZIP:

Idaho Falls, ID 83405

FAX NUMBER:

(208)612-8560

**REASON FOR REQUEST:**

SELECT THE REASON TO SEARCH THE IDAHO CHILD PROTECTION REGISTRY. IF THE REASON FOR THE REQUEST IS NOT LISTED, SELECT "OTHER" AND SPECIFY THE LAW/ORDINANCE REQUIRING THE CHECK TO BE COMPLETED.

☐

Foster Care/Adoption/ICPC (Adam Walsh Act 42 USC 16961 Section 152)

☒

Child Care Employment (CCDBG)

☐

Guardian ad Litem/Court Appointed Special Advocate

☐

Other (must specify law/ordinance):





## AUTHORIZATION AND CONSENT TO RELEASE INFORMATION FROM THE IDAHO CHILD ABUSE AND NEGLECT CENTRAL REGISTRY

### IMPORTANT:

THIS REQUEST CANNOT BE PROCESSED WITHOUT THE NOTARIZED SIGNATURE OF THE PERSON BEING CHECKED

I authorize and direct the Idaho Department of Health and Welfare Criminal History Unit to release the results of this search of the Child Abuse and Neglect Central Registry to the agency above.

I understand that the results and information about me contained in the Child Abuse and Neglect Central Registry may prove to be unfavorable to me and that a history of substantiated child abuse or neglect will effect my ability to work with children or vulnerable adults. I further understand that this information may later be disclosed by the individual/organization listed above. I do hereby fully, finally and forever discharge, release, acquit, and hold harmless the Idaho Department of Health and Welfare, its officers, agents, employees, and staff from any and all claims, liens, demands, liability, suits, judgments, or actions of whatever kind, whether known or unknown, which I may have at any time associated with the release of information I have requested using this form. If it appears to me that the information in the Child Abuse and Neglect Central Registry has not been updated or appears inaccurate, I will notify the Idaho Department of Health and Welfare immediately. This authorization and consent shall be binding upon my heirs, representatives, executors, administrators, assigns, and successors and no promise, inducement or agreement not herein expressed has been made to me. The terms of this authorization and consent are contractual in nature and are not mere recitals. This is a continuing authorization and consent which shall remain effective until revoked by me in writing.

THE UNDERSIGNED HAVE READ THE FOREGOING AND FULLY UNDERSTAND IT.

PRINT NAME:

Melissa Ruoho

SIGN (PARENT/GUARDIAN IF UNDER 18):

Melissa Ruoho

STATE OF Idaho

COUNTY OF Bonneville

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 13<sup>th</sup> DAY OF May, 2019

NOTARY PUBLIC SIGNATURE

*Jodi M. Adolfson*

MY COMMISSION EXPIRES ON

5-20-2020

JODI M. ADOLFSON  
COMMISSION NO. 25164  
NOTARY PUBLIC  
STATE OF IDAHO

SEAL

### RESULTS:

TO BE COMPLETED BY IDHW STAFF ONLY



THE ABOVE NAMED INDIVIDUAL IS NOT LISTED ON THE IDAHO CHILD ABUSE AND NEGLECT CENTRAL REGISTRY.



THE ABOVE NAMED INDIVIDUAL IS LISTED ON THE IDAHO CHILD ABUSE AND NEGLECT CENTRAL REGISTRY.



UNABLE TO PROCESS DUE TO:



INCOMPLETE FORM



PAYMENT NOT INCLUDED



ILLEGIBLE -- UNABLE TO READ INFORMATION ON FORM



OTHER:

COMPLETED BY: (IDHW STAFF ONLY)

SIGNATURE:

*Monica Barrios-Sanchez*

Monica Barrios-Sanchez

DATE:

05/21/2019