

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID FROM MASEK GOLF CAR COMPANY TO PROVIDE THIRTY (30) GOLF CARS AND THREE (3) UTILITY CARS TO THE TWIN LAKES SPORTS COMPLEX AND CONDITIONALLY APPROVING AN AGREEMENT WITH YAMAHA MOTOR CORPORATION, USA.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:**

**Section 1.** The conditional sales agreement to be re-dated January 1, 2018 is approved subject to the following modifications of the non-appropriation addendum:

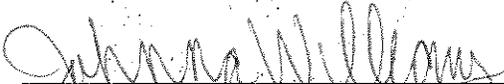
1. Elimination of the words, "and (ii) that it will not during the financing Term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the function of the Equipment."
2. The words "so as" will be eliminated in the 6th line.
3. Elimination of the words, "similar to the functions of the Equipment, and if the Conditional Sale terminates pursuant to this Section, City agrees that during the fiscal period immediately following the fiscal period in which such termination occurs it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services."

**Section 2.** The City Manager is authorized to execute the agreement after re-dating the same for January 1, 2018 if the modification of the non-appropriation clause is agreeable to YMUS.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 7th day of November, 2017.

  
Brian L. Leonard, Mayor

(seal)  
ATTEST:

  
  
Johnna Williams, Deputy City Clerk

**AGENDA ITEM**  
October 17, 2017

Subject: Thirty (30) new 2018 Golf Cars and Three (3) new 2018 Utility Cars

Department: Parks & Recreation

Bids were solicited for a 48-month lease of thirty (30) golf cars and three (3) utility cars to be used at the Twin Lakes Sports Complex. The current lease expires on December 16, 2017.

Bids were solicited from Masek Golf Car Company, Kansas Golf and Turf, and Clear Creek Vehicles. All three companies submitted bids.

Bids were opened on Thursday, October 12, 2017 at 10:00 a.m., with the following results:

<b>Bidder</b>	<b>Model</b>	<b>Fuel Injected</b>	<b>Carbureted</b>
Clear Creek Vehicles, Springfield MO	Club Car	\$2,269.14/month (\$108,918.72)	Not Available
Kansas Golf & Turf, Wichita KS	EZ-GO	Not Available	\$1,843.80/month (\$88,506.72)
Masek Golf Car Co., Gering, NE	Yamaha	\$1,993.00/month (\$95,644.00)	\$1,713.00/month (\$82,224.00)

The lowest and best bid received was from Masek Golf Car Company, of Gering NE. for provision of the golf and utility cars, per bid specifications. This ordinance will approve the attached agreement, in the amount of \$1,713.00 per month (\$82,244.00 over 48 month lease) with Masek Car Company of Gering NE.

Funding for this project is included in the 2018 FY budget.

**MEMORANDUM**

**TO:** Bryan Leonard, Mayor  
JD Kehrman, City Manager  
Kevin Crump, Park and Recreation Director

**FROM:** Bill McCaffree, City Attorney

**DATE:** 10/16/17

**SUBJECT:** YMUS document

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Joe Masek is recommending to Yamaha Motor Corporation, USA (YMUS) that their form non-appropriation of funds clause be amended as indicated on my markup attached. It would require:

1. Elimination of the words, "and (ii) that it will not during the financing Term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment."
2. The words "so as" will be eliminated in the 6<sup>th</sup> line.
3. Elimination of the words, "similar to the functions of the Equipment, and if the Conditional Sale terminates pursuant to this Section, City agrees that during the fiscal period immediately following the fiscal period in which such termination occurs it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services."

Recommend the council approve this contract conditioned upon Yamaha's agreement to modify the non-appropriation clause as indicated above. Attached is a draft of a special ordinance.

Very truly yours,

Wm. G. McCaffree

WGM:em



# CERTIFICATE OF COVERAGE

11/22/2017

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.  
This certificate does not amend, extend or alter the coverage afforded by the policies below.

<b>Covered Entity:</b>  Midwest Public Risk of Missouri 19400 E Valley View Parkway Independence, MO 64055  <i>City of Nevada, MO</i>	<b>Companies affording Coverage:</b> A. Midwest Public Risk of Missouri (Property, Liability, WC) B. Hartford Fire Insurance Company (Property) C. Governmental Entities Mutual / Munich Re America (Liability) D. Safety National (Workers' Compensation) E. CNA Equipment Breakdown
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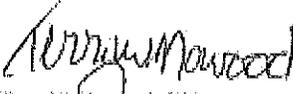
This is to certify that the coverages listed below have been issued to the member named above for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage described herein is subject to all the terms, exclusions and conditions of the relevant coverage document.

Coverage Type	Policy Number	Effective Date	Expiration Date	Covered Property	Limits
<input checked="" type="checkbox"/> <b>Property</b>	MPR 057	07/01/2017	06/30/2018	<input checked="" type="checkbox"/> Buildings <input checked="" type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Contents <input checked="" type="checkbox"/> Inland Marine <input checked="" type="checkbox"/> Auto Physical Damage	\$400,000,000
<input checked="" type="checkbox"/> <b>General Liability</b>  <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Claims Made- PO/EPL	MPR 057	07/01/2017	06/30/2018	Each Occurrence Medical Expense Personal/Advertising Injury Member Aggregate	\$3,762,789 \$5,000 \$3,762,789 \$6,000,000
<input checked="" type="checkbox"/> <b>Auto Liability</b>  <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Owned/Scheduled <input checked="" type="checkbox"/> Hired/Non-Owned	MPR 057	07/01/2017	06/30/2018	Combined Single Limit (per occ) Bodily Injury (per person) Bodily Injury (per occ) Property Damage (per occ)	\$3,762,789
<input checked="" type="checkbox"/> <b>Workers' Compensation</b>	AGC4049010	07/01/2017	06/30/2018	<input checked="" type="checkbox"/> Statutory Limits <input checked="" type="checkbox"/> Employers' Liability Each Accident Policy Limit	\$1,000,000 \$1,000,000
<input checked="" type="checkbox"/> <b>Other</b>  <input checked="" type="checkbox"/> Crime and Employee Fidelity <input checked="" type="checkbox"/> Boiler & Machinery	MPR 057	07/01/2017	06/30/2018		\$100,000,000
<input checked="" type="checkbox"/> <b>Cyber Liability</b>	MPR 057	07/01/2017	06/30/2018		\$2,000,000

Description of operations / locations/ vehicles / exclusions added by endorsement / special provisions:  
 RE: Equipment Schedule Number 118134, 30 DR2A Golf Cars and 3 YT1A Utility Golf Carts. Certificate holder is to be named additional insured and loss payee per terms and conditions of written contract in accordance with the policy

**Certificate Holder:**  
 Yamaha Motor Finance Corporation, U.S.A.  
  
 Attn: Commercial Finance Group  
  
 6555 Katella Ave  
  
 Cypress, CA 90630

**Cancellation:** Should any of the above described coverages be cancelled before the expiration date thereof, MPR will not be held liable or obligated to the Member, its agents or representatives.

  
 Terry W. Norwood, CEO



Motor Finance Corporation USA

COMMERCIAL FINANCE

6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 fax 714-761-7363

February 27, 2018

CITY OF NEVADA MISSOURI  
110 S. ASH ST.  
NEVADA, MO 64472

Re: Lease# **M18018134**

Dear Customer:

We would like to take this opportunity to welcome you to YAMAHA COMMERCIAL FINANCE. We thank you for selecting quality Yamaha vehicles and in allowing us to service your financing needs.

Enclosed is a copy of your executed documents, including equipment schedule, and serial numbers for your Yamaha vehicles. You will be billed by invoice approximately 15 days prior to the payments due date.

If you should have any questions about your accounts please call us at (800) 551-2994. Your business is appreciated and we look forward to the opportunity of serving you in the future.

Sincerely,

Yamaha Commercial Finance

Enclosures



## **CONDITIONAL SALE AGREEMENT**

# CONDITIONAL SALE AGREEMENT

CONDITIONAL SALE AGREEMENT (this "Agreement") dated as of October 17, 2017 by and between Yamaha

Motor Finance Corporation, U.S.A. (hereinafter called "Seller") having its principal office and place of business at 6555 Katella Avenue, Cypress, California 90630 and CITY OF NEVADA MISSOURI (hereinafter call "Purchaser") having its principal office and place of business at 110 S. ASH ST., NEVADA, MO 64472

1. **PROPERTY SOLD.** In consideration of the agreement to purchase by Purchaser and the covenants and agreements hereinafter set forth, Seller hereby sells to purchaser all of the tangible personal property (collectively, the "Equipment") listed on any Equipment Schedule(s) attached hereto as Exhibit A (the "Equipment Schedule").

2. **TERM.** The term of this Agreement shall commence on the date set forth above and shall continue in effect thereafter so long as the Equipment Schedule remains in effect.

3. **PAYMENT.** Purchaser shall pay to Seller, for the Equipment during each month of the Term of the Equipment Schedule, the monthly payment set forth in the Equipment Schedule plus any taxes, fees, etc. associated with proper filings and ownership by Purchaser together with any down payment set forth in the Equipment Schedule. Whenever any payment is not made when due hereunder, Purchaser shall pay Seller interest on such amount at the maximum allowable rate of interest permitted by the law of the state where the Equipment is located.

#### 4. **DELIVERY AND ACCEPTANCE; WARRANTY AND DISCLAIMER OF WARRANTIES.**

4.1 **Delivery and Acceptance of the Equipment.** Purchaser has selected and shall take delivery of all the Equipment directly from Yamaha Golf-Car Company, a Yamaha Authorized Dealer, or an authorized agent. All costs of delivery are the sole responsibility of Purchaser. Seller shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Purchaser shall inspect the Equipment to determine that the Equipment is as represented and has been equipped or prepared in accordance with any prior instructions given in writing by Purchaser. Purchaser shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver a Certificate of Acceptance with respect to each shipment of Equipment. For all purposes of this Agreement, the Equipment will be considered accepted by Purchaser upon the earlier of (i) delivery of the Certificate of Acceptance, and (ii) 10 days after delivery of the Equipment (unless prior to such time Purchaser has properly rejected the Equipment and advised Seller in writing of same). Purchaser authorizes Seller to insert in the Equipment Schedule the serial number and other identifying data of the Equipment.

4.2 **Warranty and Disclaimer of Warranties.** Seller warrants to Purchaser that, so long as Purchaser shall not be in default of any of the provisions of the Equipment Schedule, neither Seller nor any assignee of Seller will disturb Purchaser's quiet and peaceful possession of the Equipment. In addition, the Equipment is warranted only in accordance with the manufacturer's warranty, which may be amended or modified from time to time only by Seller. **OTHER THAN THE WARRANTY AS REQUIRED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED ABOVE, SELLER DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, NON-INTERFERENCE AND FITNESS FOR A PARTICULAR PURPOSE. SELLER DISCLAIMS ANY LIABILITY FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR COMMERCIAL LOSSES SUFFERED BY PURCHASER OR**

ANY THIRD PARTY. No defect, unfitness, loss, damage or other condition of the Equipment shall relieve Purchaser of the obligation to pay any installment under this Agreement.

#### 5. **TITLE AND ASSIGNMENT.**

5.1 **Title.** At the time of acceptance, title to the Equipment shall pass to Purchaser. As security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of each and every obligation, covenant, agreement and commitment of Purchaser under this Agreement and/or any Equipment Schedule (including, without limitation, the prompt and complete payment by Purchaser, as and when due and payable, whether at the stated maturity, by acceleration or otherwise, of all amounts owing from time to time by Purchaser to Seller under this Agreement and/or the Equipment Schedule), Purchaser hereby grants Seller a continuing security interest in all of the Equipment and all proceeds thereof (in whatever form). Seller is hereby authorized by Purchaser to file any UCC financing statements or any other documents to evidence, establish, perfect or enforce the security interest granted hereunder.

5.2 **Location, Inspection.** Purchaser shall not move the Equipment from the location specified on the Equipment Schedule without the prior written consent of Seller, which consent shall not be unreasonably withheld.

#### 5.3 **Assignment by Seller.**

(a) Purchaser does not have the right or power to, and shall not, sell, transfer, assign, or pledge (except for short-term rentals to patrons in the ordinary course of business) any of the Equipment without the prior written consent of Seller. Any attempt to sell, transfer, assign, pledge any of the Equipment in violation of the foregoing shall be null and void and of no force or effect.

(b) Seller may assign its rights hereunder, in whole or in part, without Purchaser's consent. If Purchaser is given notice of any assignment by Seller, Purchaser agrees to pay directly to such assignee all sums payable hereunder if so directed and such assignee shall be thereafter considered the Seller for all purposes under this Agreement.

(c) Any assignment or transfer by Seller shall not materially change Seller's duties or obligations under this Agreement.

#### 6. **TAXES AND FEES.**

6.1 **Taxes and Fees.** Purchaser shall pay all property taxes and sales and use tax due on the Equipment. Purchaser agrees to indemnify and hold harmless the Seller from and against all taxes, fees or other charges of any nature whatsoever (together with any related interest or penalties thereon) now or hereinafter imposed or assessed during the term of the Equipment Schedule by any governmental authority upon or with respect to the Equipment or upon the ordering, purchase, sale, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the receipts or earnings arising therefrom or upon or with respect to any Equipment Schedule (excepting only Federal, state and local taxes solely based on or measured by the net income of Seller).

**7. CARE, USE AND MAINTENANCE; ALTERATIONS AND ATTACHMENTS.**

**7.1 Care, Use and Maintenance.** Purchaser shall, at its sole expense, at all times during the term of the Equipment Schedule, keep the Equipment clean, serviced and maintained in good operating order, repair, condition and appearance in accordance with Seller's manuals and other instructions received from Seller.

**7.2 Alterations and Attachments.** Purchaser may, with Seller's prior written consent, make such cosmetic modifications to the Equipment as Purchaser may deem desirable in the conduct of its business; **provided, however,** that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof, and provided, further, that such modification shall be removable without causing damage to the Equipment.

**8. REPRESENTATIONS AND WARRANTIES OF PURCHASER.** Purchaser hereby represents and warrants to Seller that with respect to the Agreement and each Equipment Schedule:

(a) The execution, delivery and performance thereof by the Purchaser have been duly authorized by all necessary corporate or other action.

(b) The individual executing such was duly authorized to do so.

(c) The Agreement and the Equipment Schedule constitute legal, valid and binding agreements of the Purchaser enforceable in accordance with their respective terms.

(d) The Equipment is personal property and when subjected to use by the Purchaser will not be or become fixtures under applicable law.

(e) Purchaser's name as set forth in the preamble to this Agreement is the exact legal name of Purchaser.

**9. DELIVERY OF EQUIPMENT.** Purchaser hereby assumes the full expense of transportation and in-transit insurance from the Seller to Purchaser's premises and delivery thereof of the Equipment.

**10. INDEMNITY.** Purchaser shall and does hereby indemnify and hold Seller and any and all of its assignees harmless from and against any and all claims, costs, expenses, damages, losses and liabilities (including negligence, tort and strict liability), including reasonable attorney's fees, arising out of or in any manner connected with the ownership, selection, possession, leasing, renting, purchase, financing, operation, control, use, maintenance, transportation, storage, repair, delivery, return or other disposition of the Equipment including without limitation, claims for injury to or death of persons and for damage to property. Purchaser agrees to give Seller prompt notice of any such claim or liability.

**11. RISK OF LOSS.** Seller and Purchaser agree Purchaser shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. Purchaser further agrees to insure the Equipment for full value and to cause Purchaser's insurance carrier to name Seller as a loss payee and provide Seller with a loss payee certificate of insurance.

**12. DEFAULT.** Each of the following shall be an Event of Default under this Agreement (each an "Event of Default"):

(a) Failure by Purchaser to pay Seller any installment payment or other amount payable by Purchaser to Seller under this Agreement and/or any Equipment Schedule as and when the same becomes due and payable; or

(b) To the extent not covered by subsection 12(a) above, failure by Purchaser to comply with any term, covenant, agreement or condition in this Agreement and/or any Equipment Schedule, which failure continues for a period of 10 days after notice of such failure is provided by Seller to Purchaser; or.

(c) Any representation or warranty made by Purchaser in an Equipment Schedule, this Agreement, or in any document or certificate furnished to the Seller in connection therewith shall be incorrect, false or misleading in any material respect when so made or furnished.

**13. REMEDIES.** Upon the occurrence of an Event of Default, Seller, at its option: 1) may declare immediately due and payable any or all amounts payable under this Agreement and/or the Equipment Schedule (whether such amounts are due or not yet due), whereupon the same shall become immediately due and payable by Purchaser to Seller; 2) may proceed by appropriate court action or actions either at law or in equity to enforce performance by Purchaser of the terms and conditions of this Agreement and/or an Equipment Schedule; 3) may recover from Purchaser any and all damages or expenses, including reasonable attorney's fees, which Seller shall have sustained by reason of the Event of Default or on account of Seller's enforcement of its remedies thereunder; and/or 4) may exercise its rights as a secured creditor under the Uniform Commercial Code as enacted in California ("UCC") including, without limitation, taking immediate possession of the Equipment, disposing of such Equipment in accordance with the provisions of the UCC, and collecting for any deficiency as a result of the disposal of the Equipment by Seller together with all reasonable attorneys fees and costs incurred by Seller during the disposal of such Equipment. Seller's rights and remedies under this Agreement and the Equipment Schedule shall be cumulative and in addition to any rights and remedies Seller may have under applicable law and the exercise or failure to exercise any right or remedy shall not preclude Seller from exercising any other right or remedy.

**14. MISCELLANEOUS.**

**14.1 No Waiver.** No omission or delay by Seller at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Purchaser at any time designated, shall be a waiver of any such right or remedy to which Seller is entitled, nor shall it in any way affect the right of Seller to enforce such provisions thereafter.

**14.2 Binding Nature.** This Agreement and the Equipment Schedule shall be binding upon, and shall inure to the benefit of Seller, Purchaser and their respective successors, legal representatives and assigns.

**14.3 Notices.** Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Seller or Purchaser, as the case may be, at the address for such party set forth in this Agreement or at such changed address as may be subsequently submitted by written notice of either party.

**14.4 Severability.** In the event any one or more of the provisions of this Agreement and/or an Equipment Schedule shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**14.5 Signed Counterparts.** The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email, or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this agreement the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

**14.6 Registration and License.** Purchaser shall perform and pay for the titling, registration and licensing (if required by applicable law) of any items or Equipment in the Purchaser's name and all inspections of such items of Equipment which may be required by any governmental authority unless such fees and taxes

shall be included in the payment as shown on the Equipment Schedule applicable to any such items of Equipment.

**14.7 Involuntary Transfer Constitutes Default.** Except for the security interest granted to Seller under this Agreement, Purchaser shall not create, incur, assume or suffer to exist any mortgage, lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Equipment or of Seller's interest thereunder.

**14.8 Statute of Limitations.** Any action by Purchaser against Seller for any default by Seller under this Agreement, including breach of warranty or indemnity, shall be commenced within one year after any such cause of action accrues.

**14.9 Entire Agreement.** Seller and Purchaser acknowledge that there are no agreements or understandings, written or oral, between Seller and Purchaser with respect to the Equipment, other than as set forth herein and in an Equipment Schedule and that this Agreement and such Equipment Schedule contains the entire Agreement between Seller and Purchaser with respect thereto. Neither this Agreement nor any Equipment Schedule may be altered, modified, terminated or discharged except by a writing signed by the party against whom such alteration, modification, termination or discharge is sought. Each Equipment Schedule is hereby incorporated by reference into this Agreement, and made part of this Agreement, as if fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on or as of the day and year first above written.

CITY OF NEVADA MISSOURI

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

X  
By: [Signature]  
Print Name: JD Kehrman  
Title: City manager

By: [Signature]  
Print Name: Kim Ruiz  
Title: Vice President

If Purchaser is a Corporation, the Secretary of the Corporation is to execute the following:

The Officer signing above is duly authorized, on behalf of CITY OF NEVADA MISSOURI (the "Company"), to negotiate, execute and deliver the Conditional Sale Agreement dated as of October 17, 2017, and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between the Company and [Yamaha Motor Finance Corporation, U.S.A.]; and these Agreements are binding and authorized agreements of the Company, enforceable in all respects in accordance with their terms.

WITNESS MY HAND and the corporate seal of the Company this

13<sup>th</sup> day of November, 2017  
Johanna Williams, City Clerk  
[Signature] Secretary



**ADDENDUM FOR  
NON-APPROPRIATION OF FUNDS**

Addendum to Conditional Sale Agreement dated October 17, 2017 with Equipment Schedule Numbers 118134, between Yamaha Motor Finance Corporation, USA (YMFUS) as Financer and City of Nevada Missouri, as Purchaser.

WHEREAS City of Nevada, the CITY, and YMFUS wish to enter into this Agreement to provide for YMFUS to release the CITY from liability under the Conditional Sale in the event of the non-appropriation of funds for the second year of the agreement.

1. Notwithstanding anything contained in the Conditional Sale Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Payments due under the Conditional Sale, CITY will immediately notify YMFUS or its assignee in writing of such occurrence and the CITY's obligations under the Conditional Sale shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to CITY, except as to (i) the portions of conditional sale Payments for which funds shall have been appropriated and budgeted or are otherwise available and (ii) CITY's other obligations and liabilities under the Conditional Sale relating to, or accruing or arising prior to, such termination. In the event of such termination, CITY agrees to peaceably surrender possession of the EQUIPMENT to YMFUS on the date of such termination in the manner set forth in Conditional Sale Agreement hereof and YMFUS will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, CITY agrees (i) that it will not cancel the Conditional Sale and the Conditional Sale shall not terminate under the provisions of this Agreement if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period,

2. In the event that paragraph 1 of this Agreement is invoked, YMFUS will assume CITY's liability under the Conditional Sale and will indemnify and hold harmless the CITY from any liability to an assignee of the Conditional Sale.

PURCHASER:

\_\_\_\_\_  
City of Nevada Missouri

✓ Sign: \_\_\_\_\_

✓ Print: JD Kehman

✓ Date: 11/13/17

\_\_\_\_\_  
YAMAHA MOTOR FINANCE CORPORATION, USA

Sign: \_\_\_\_\_

Print: Kim Ruiz

Date: 12/4/17

CONDITIONAL SALE EXHIBIT A  
EQUIPMENT SCHEDULE # 118134

Dated October 17, 2017

1. This Schedule covers the following property ("Equipment"):

**30 DR2A / 3 YT1A GOLF CARS**

2. Location of Equipment:

**FRANK E. PETERS MUNICIPAL GOLF  
17320 E. QUAIL RD  
NEVADA, MO 64772**

3. The Terms for the Equipment described herein shall commence on January 15, 2018 and shall consist of 48 months from the first day of the month following said date.

4. The down payment of the Equipment shall be \$ \$0.00

5. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

**48 MONTHLY PAYMENTS IN THE AMOUNT OF \$1,713.00 (APPLICABLE TAXES TO BE BILLED).**

**STARTING JANUARY 2018 AND ENDING DECEMBER 2021. DUE THE 15TH DAY OF THE MONTH AS FOLLOWS:**

Jan-18 \$1,713.00	Jan-19 \$1,713.00	Jan-20 \$1,713.00	Jan-21 \$1,713.00
Feb-18 \$1,713.00	Feb-19 \$1,713.00	Feb-20 \$1,713.00	Feb-21 \$1,713.00
Mar-18 \$1,713.00	Mar-19 \$1,713.00	Mar-20 \$1,713.00	Mar-21 \$1,713.00
Apr-18 \$1,713.00	Apr-19 \$1,713.00	Apr-20 \$1,713.00	Apr-21 \$1,713.00
May-18 \$1,713.00	May-19 \$1,713.00	May-20 \$1,713.00	May-21 \$1,713.00
Jun-18 \$1,713.00	Jun-19 \$1,713.00	Jun-20 \$1,713.00	Jun-21 \$1,713.00
Jul-18 \$1,713.00	Jul-19 \$1,713.00	Jul-20 \$1,713.00	Jul-21 \$1,713.00
Aug-18 \$1,713.00	Aug-19 \$1,713.00	Aug-20 \$1,713.00	Aug-21 \$1,713.00
Sep-18 \$1,713.00	Sep-19 \$1,713.00	Sep-20 \$1,713.00	Sep-21 \$1,713.00
Oct-18 \$1,713.00	Oct-19 \$1,713.00	Oct-20 \$1,713.00	Oct-21 \$1,713.00
Nov-18 \$1,713.00	Nov-19 \$1,713.00	Nov-20 \$1,713.00	Nov-21 \$1,713.00
Dec-18 \$1,713.00	Dec-19 \$1,713.00	Dec-20 \$1,713.00	Dec-21 \$1,713.00

6. The final purchase price for the purchase of the Equipment at the expiration of this Agreement shall be \$68,700.00

7. Other Terms:

Interest Factor: 3.4 %

Yamaha Motor Corporation, U.S.A., Seller and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Agreement. Maintenance and service are the responsibility of the Purchaser. Failure by Purchaser to maintain or service the equipment consistent with the terms of the Agreement shall not relieve Purchaser of the responsibilities under the Agreement.

Signed Counterparts: The parties agree that this Agreement may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Agreement by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Agreement. Notwithstanding any other provision of this Agreement, the sole original of this Agreement shall be the Agreement bearing the manually executed signature of the Purchaser. The Purchaser, by making any payment required under this Agreement ratifies all of the terms of this Agreement.

This Equipment Schedule and Acceptance Guidelines are issued pursuant to the Agreement dated October 17, 2017  
All of the terms and conditions, representations and warranties of the Agreement are hereby incorporated herein and made a part hereof as if they were expressly set forth in this Equipment Schedule.

CITY OF NEVADA MISSOURI

YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

By [Signature]  
Signature

By [Signature]  
Signature

Name: JD Kehman  
Type or Print

Name: Kim Ruiz  
Type or Print

Title: City Manager

Title: Vice President



City of Nevada

Initialed By: 

**AMORTIZATION SCHEDULE FOR MUNICIPALITY  
CONDITIONAL SALE CONTRACT  
PURCHASER: City of Nevada  
EQUIPMENT SCHEDULE # 118134**

*✗*

Yield: 3.400%

Mon #	Due Date	Payment	Interest	Principal Adjustment	Balance
				Total Financed .....	136,969.71
1	01/15/18	1,713.00	376.96	1,336.04	135,633.67
2	02/15/18	1,713.00	373.28	1,339.72	134,293.95
3	03/15/18	1,713.00	369.59	1,343.41	132,950.54
4	04/15/18	1,713.00	365.90	1,347.10	131,603.43
5	05/15/18	1,713.00	362.19	1,350.81	130,252.62
6	06/15/18	1,713.00	358.47	1,354.53	128,898.09
7	07/15/18	1,713.00	354.74	1,358.26	127,539.83
8	08/15/18	1,713.00	351.00	1,362.00	126,177.84
9	09/15/18	1,713.00	347.26	1,365.74	124,812.09
10	10/15/18	1,713.00	343.50	1,369.50	123,442.59
11	11/15/18	1,713.00	339.73	1,373.27	122,069.32
12	12/15/18	1,713.00	335.95	1,377.05	120,692.27
13	01/15/19	1,713.00	332.16	1,380.84	119,311.43
14	02/15/19	1,713.00	328.36	1,384.64	117,926.79
15	03/15/19	1,713.00	324.55	1,388.45	116,538.34
16	04/15/19	1,713.00	320.73	1,392.27	115,146.06
17	05/15/19	1,713.00	316.90	1,396.10	113,749.96
18	06/15/19	1,713.00	313.05	1,399.95	112,350.01
19	07/15/19	1,713.00	309.20	1,403.80	110,946.21
20	08/15/19	1,713.00	305.34	1,407.66	109,538.55
21	09/15/19	1,713.00	301.46	1,411.54	108,127.01
22	10/15/19	1,713.00	297.58	1,415.42	106,711.59
23	11/15/19	1,713.00	293.68	1,419.32	105,292.27
24	12/15/19	1,713.00	289.78	1,423.22	103,869.05
25	01/15/20	1,713.00	285.86	1,427.14	102,441.91
26	02/15/20	1,713.00	281.93	1,431.07	101,010.84
27	03/15/20	1,713.00	277.99	1,435.01	99,575.83
28	04/15/20	1,713.00	274.04	1,438.96	98,136.88
29	05/15/20	1,713.00	270.08	1,442.92	96,693.96
30	06/15/20	1,713.00	266.11	1,446.89	95,247.07
31	07/15/20	1,713.00	262.13	1,450.87	93,796.21
32	08/15/20	1,713.00	258.14	1,454.86	92,341.34
33	09/15/20	1,713.00	254.13	1,458.87	90,882.48
34	10/15/20	1,713.00	250.12	1,462.88	89,419.60
35	11/15/20	1,713.00	246.09	1,466.91	87,952.69
36	12/15/20	1,713.00	242.06	1,470.94	86,481.75
37	01/15/21	1,713.00	238.01	1,474.99	85,006.75
38	02/15/21	1,713.00	233.95	1,479.05	83,527.70
39	03/15/21	1,713.00	229.88	1,483.12	82,044.58
40	04/15/21	1,713.00	225.80	1,487.20	80,557.38
41	05/15/21	1,713.00	221.70	1,491.30	79,066.08
42	06/15/21	1,713.00	217.60	1,495.40	77,570.68
43	07/15/21	1,713.00	213.48	1,499.52	76,071.16
44	08/15/21	1,713.00	209.36	1,503.64	74,567.52
45	09/15/21	1,713.00	205.22	1,507.78	73,059.74
46	10/15/21	1,713.00	201.07	1,511.93	71,547.81
47	11/15/21	1,713.00	196.91	1,516.09	70,031.71
48	12/15/21	1,713.00	192.74	1,520.26	68,511.45
<b>Totals:</b>		<b>82,224.00</b>	<b>13,765.74</b>	<b>68,458.26</b>	

# CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule # 118134  
dated October 17, 2017 to the Conditional Sale Agreement dated  
October 17, 2017 between Yamaha Motor Finance Corporation, U.S.A.  
(the "Seller") and CITY OF NEVADA MISSOURI  
(the "Purchaser").

The Purchaser hereby certifies that the Equipment set forth below, as also described in the above  
Equipment Schedule, has been delivered and accepted by the Purchaser on the Commencement  
Date shown below.

QUANTITY	EQUIPMENT TYPE/MODEL	SERIAL NUMBER	NEW/USED	LOCATION
30 DR2A / 3 YT1A GOLF CARS		see attachment	NEW	FRANK E. PETERS MUNICIPAL GOLF 17320 E. QUAIL RD NEVADA, MO 64772

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability  
of the Equipment.

Commencement Date : DECEMBER 18, 2017

CITY OF NEVADA MISSOURI

as Purchaser

By: Kevin Crump  
Name: KEVIN CRUMP  
Title: PARKS + RECREATION DIRECTOR

# Attachment "A"

Serial Numbers For: NEVADA, CITY OF MISSOURI

Lease# M18018134

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**30 DR2AR & 3 YT1AR**

J0A-106401	J0A-106402	J0A-106403	J0A-106404	J0A-106410
J0A-106414	J0A-106415	J0A-106416	J0A-106417	J0A-106418
J0A-106419	J0A-106420	J0A-106421	J0A-106422	J0A-106423
J0A-106426	J0A-106427	J0A-106429	J0A-106430	J0A-106432
J0A-106704	J0A-106705	J0A-106719	J0A-106721	J0A-106722
J0A-106723	J0A-106724	J0A-106725	J0A-106726	J0A-106727

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**3 YT1AR**

JW6-910261	JW6-910263	JW6-910265
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**YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")**

6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363

E-MAIL: test

NAME OF INSURANCE AGENT:

October 17, 2017

Midwest Public Risk  
ADDRESS: 19400 E Valleyview Parkway  
Independence MO 64055

Please Reference our Quote# 118134

\* Requested 11/21/2017 JMR

PHONE: 816-292-7535

FAX: 816-292-7599

RE: FRANK E. PETERS MUNICIPAL GOLF

(Customer) Account # \_\_\_\_\_

The Customer has purchased and will be financing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., It's successors and assigns as **LOSS PAYEE.**

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

**YAMAHA MOTOR FINANCE CORPORATION, U.S.**  
Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

30 DR2A / 3 YT1A GOLF CARS

CITY OF NEVADA MISSOURI

(Customer)

Equipment Location:

17320 E. QUAIL RD

NEVADA, MO 64772

By: [Signature]  
(Signature of Authorized Officer)

Title: City Manager

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Commencement Date: DECEMBER 18, 2017

CITY OF NEVADA MISSOURI

as Purchaser

By: Kevin Crump  
Name: KEVIN CRUMP  
Title: PARKS + RECREATION DIRECTOR

2018 - 2022 Golf Cart Lease  
Yamaha Golf Car Company  
Acceptance Date: 12/18/17

Cart No.	Serial No.
1	JOA-0106705
2	JOA-0106727
3	JOA-0106418
4	JOA-0106429
5	JOA-0106726
6	JOA-0106704
7	JOA-0106419
8	JOA-0106724
9	JOA-0106420
10	JOA-0106421
11	JOA-0106723
12	JOA-0106725
13	JOA-0106722
14	JOA-0106721
15	JOA-0106422
16	JOA-0106423
17	JOA-0106719
18	JOA-0106416
19	JOA-0106410
20	JOA-0106414
21	JOA-0106426
22	JOA-0106427
23	JOA-0106417
24	JOA-0106415
25	JOA-0106430
26	JOA-0106432
27	JOA-0106402
28	JOA-0106404
29	JOA-0106401
30	JOA-0106403
Utility No.	
1	JW6-910261
2	JW6-910263
3	JW6-910265