

Resolution authorizing the execution and delivery of certain agreements for the acquisition, financing, refinancing and leasing of certain equipment for the public benefit within the terms herein provided; authorizing the execution and delivery of other documents required in connection therewith; and authorizing all other actions necessary to the consummation of the transactions contemplated by this resolution.

### RESOLUTION

WHEREAS, City of La Crosse, Wisconsin (the "Lessee"), a municipal corporation duly organized and existing under the laws of the State of Wisconsin, is authorized by the laws of the State of Wisconsin to acquire, finance, refinance and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee and Banc of America Public Capital Corp (the "Lessor") have entered into that certain Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 (the "Master Agreement") and Equipment Schedule No. 001 thereto dated as of May 14, 2019 ("Schedule No. 001") to finance certain equipment described therein; and

WHEREAS, the Lessee has requested that Lessor refinance Schedule No. 001 to reduce the interest rate on Schedule No. 001 pursuant to a First Amendment to Schedule No. 001 (the "First Amendment") in substantially the form presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee has determined that a need exists for the acquisition and financing of certain additional property consisting of relating to the equipment financed under Schedule No. 001 on the terms herein provided; and

WHEREAS, in order to acquire such additional equipment, the Lessee proposes to enter into Schedule No. 002 ("Schedule No. 002") to the Master Agreement with the Lessor, substantially in the proposed form presented to the governing body of the Lessee at this meeting; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the First Amendment and Schedule No. 002 and certain other documents and agreements relating thereto from time to time as provided in the First Amendment or Schedule No. 002 for the acquisition, financing, refinancing and leasing of the equipment to be therein described on the terms and conditions therein and herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse as follows:

*Section 1. Findings and Determinations.* It is hereby found and determined that the terms of the First Amendment and Schedule No. 002, in the form presented to the governing body of the Lessee at this meeting, are in the best interests of the Lessee for the acquisition, financing, refinancing and leasing of the equipment.


*Section 2. Approval of Documents.* The form, terms and provisions of the First Amendment and Schedule No. 002, with such insertions, omissions and changes as shall be approved by the Mayor of the Lessee (the "Authorized Official") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the First Amendment, Schedule No. 002, each Rental Payment Schedule attached thereto, any related Escrow Agreement and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under Schedule No. 001, as amended by the First Amendment, and Schedule No. 002 shall not exceed \$5,314,856.38; (b) the maximum term of such equipment schedules shall not exceed 20 years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each such equipment schedules not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officials may sign and deliver the First Amendment and Schedule No. 002 to the Lessor on behalf of the Lessee on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officials are authorized to sign and deliver the First Amendment and Schedule No. 002 on the terms and conditions herein provided and to be provided in each such document.

*Section 3. Other Actions Authorized.* The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the First Amendment and Schedule No. 002 to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements, Disbursement Requests and any tax certificate and agreement, as contemplated in the First Amendment and Schedule No. 002) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the First Amendment and Schedule No. 002.

*Section 4. No General Liability.* Nothing contained in this Resolution, the First Amendment, Schedule No. 002, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the First Amendment, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each equipment schedule entered into pursuant to the Master Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Master Agreement.

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above Resolution No. \_\_\_ (the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on November 14, 2019. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

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

  
\_\_\_\_\_  
Name: Teri Lehrke  
Title: City Clerk

*Section 5. Appointment of Authorized Lessee Representatives.* The Mayor, Finance Director and Environmental Planner of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the First Amendment, Schedule No. 002 and related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the First Amendment, Schedule No. 002 and any Escrow Agreement.

*Section 6. Severability.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

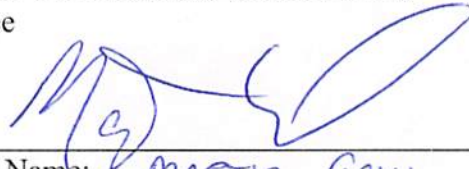
*Section 7. Repealer.* All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency with respect to this Resolution. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

*Section 8. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.


ADOPTED AND APPROVED by the governing body of the Lessee this 14<sup>th</sup> day of November, 2019.

CITY OF LA CROSSE, WISCONSIN,  
as lessee

[SEAL]

By:   
Printed Name: MARTIN GAUL  
Title: ACTING MAYOR

ATTEST:

By:   
Printed Name: Teri Lehrke  
Title: City Clerk