AGENDA ITEM
February 7, 2017

Subject: U.S. Bancorp Government Leasing & Finance, Inc. Lease Purchase of Capital Improvements, Vehicles and Equipment

Department: Finance

Bids were solicited for the lease purchase of capital improvements, vehicles and equipment. No bids were received from First National Bank, Heritage State Bank or Metz Banking Company.

Institution	Interest Rate	Term
Arvest Bank	2.77%	5 yr- excludes City Hall improvements
Great Southern Bank	3.11%	10 yr - excludes City Hall improvements
US Bancorp - Bid #1	1.94%	5 yr-capital imprvmts, vehicles, equipment
US Bancorp-Bid #2	2.42%	10 yr City Hall improvements
	2.42%	10 yr Golf Course irrigation
	1.94%	5 yr- Golf Course turf fans
	1.94%	5 yr-Police, Fire, Animal Control vehicles
	1.94%	5 yr-Public Works equipment and vehicles
	1.73%	3 yr- Pool improvements, Parks equipment

U.S. Bancorp bid #2 includes all capital improvements, vehicles and equipment. This bid has the lowest rates and best meets our requirements.

BILL NO. 2017-006 **ORDINANCE NO. 8139**

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND ENTERING INTO A LEASE/PURCHASE AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. FOR THE ACQUISITION OF CAPITAL IMPROVEMENTS, VEHICLES AND EQUIPMENT.

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

Section 1. The City Council hereby authorizes the City of Nevada, Missouri to accept the bid and enter into a lease/purchase agreement with U.S. Bancorp Government Leasing and Finance, Inc. for the acquisition of capital improvements, vehicles and equipment as listed in Exhibit A for an amount not to exceed $1,856,307.

Section 2. The City Manager is hereby authorized and directed to execute any and all documents associated with the lease/purchase on behalf for the City of Nevada, Missouri.

Section 3. The form of the documentation will be substantially as submitted to and reviewed by the City Council subject however to such improvements and clarifications as are agreed to between the City administration and City Attorney on behalf of the City and U.S. Bancorp Government Leasing and Finance, Inc. and its legal advisors.

Section 4. In the event that an invoice is due prior to funding of the escrow account, the City Treasurer is hereby authorized to pay the invoice from City cash and request reimbursement from escrow funds.

Section 5. This Ordinance shall be in full force and effect from and after its final passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Nevada, Missouri on this 21st day of February, 2017.

_____
Brian L. Leonard, Mayor

(seal)
ATTEST:

_____
Johnna Williams, Deputy City Clerk

Exhibit A

Lease Purchse Capital Improvements, Vehicles and Equipment		
Department	Description	Estimated Cost
Administration	City Hall improvements:	
	roof replacement	50,000
	tuck pointing brickwork	86,310
	ceiling tile replacement	4,000
	hvac	25,000
	windows	17,000
	public entrance doors	10,000
	carpet	17,000
	interior paint	5,000
	generator	75,000
	public safety building asbestos abatement	50,000
	public safety building demolition	20,000
	debris removal and lot prep	30,000
	contingency	38,931
Police	vehicle (4)	127,552
Animal Control	vehicle (1)	34,100
Fire	vehicle (1)	34,548
Parks	pool interior painting	65,000
Parks	golf course irrigation system	645,200
Parks	golf course turf fans (3)	30,000
Parks	golf course variable frequency drive pump	10,000
Parks	sports complex 72" mower	15,000
Parks	golf course greens mower	30,000
Public Works	vehicle (3)	120,000
Public Works	dump truck (2)	190,000
Public Works	wheel loader	150,000
Public Works	backhoes (2)	181,667
	Total Cost	2,061,308
	Less Street Fund down payment	205,001
	Total Lease Purchase	1,856,307

DOCUMENT CHECKLIST

PLEASE EXECUTE ONE (1) ORIGINAL SET OF ALL DOCUMENTS
NO FRONT AND BACK COPIES, PLEASE

RETURN ALL ORIGINALS TO:
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
KEVIN JARAMILLO
950 17TH STREET, 7TH FLOOR
DENVER, CO 80202
303-585-4079

- **Property Schedule No. 5** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee's Counsel's Opinion – Exhibit 2**. This exhibit will need to be executed by your attorney, dated and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee's General and Incumbency Certificate – Exhibit 3**. Include in your return package a copy of the board minutes or resolution for our files.
- **Payment of Proceeds Instructions – Exhibit 4**. Intentionally Omitted.
- **Acceptance Certificate – Exhibit 5**. Intentionally Omitted.
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment –** Please provide your State of Sales/Use tax Exemption Certificate.
- **Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.
- **Vehicle Titling Memo**
- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee's Certificate – Exhibit 3.
    - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
    - **Schedule of Fees – Exhibit 2.**
    - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
    - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
    - **Class Action Negative Consent Letter – Exhibit 6.**
    - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

Property Schedule No. 5

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 5** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of June 10, 2014, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Nevada.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is February 28, 2017.

3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.

4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.

5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.

6. Proceeds. Exhibit 4 is intentionally omitted.

7. Acceptance Certificate. Exhibit 5 is intentionally omitted.

8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.

9. Private Activity Issue. Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period"). Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as **"**Non-Qualified Use". Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.

10. Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.

11. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by February 28, 2017.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Nevada
By:
Name:
Title:

Attest:
By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Nevada.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

_____
Address

_____
City, State Zip Code

USE: Various Equipment & Vehicles - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: $1,856,307.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	28-Feb-2018	130,858.77	88,035.52	42,823.25	NA
2	28-Aug-2018	130,858.77	110,578.89	20,279.88	NA
3	28-Feb-2019	130,858.77	111,847.09	19,011.68	NA
4	28-Aug-2019	130,858.77	113,129.84	17,728.93	1,545,845.50
5	28-Feb-2020	130,858.77	114,427.30	16,431.47	1,432,715.66
6	28-Aug-2020	156,906.23	141,787.10	15,119.13	1,318,288.37
7	28-Feb-2021	156,906.23	143,413.22	13,493.01	1,176,501.27
8	28-Aug-2021	156,906.23	145,057.99	11,848.24	1,033,088.05
9	28-Feb-2022	156,906.23	146,721.63	10,184.60	888,030.06
10	28-Aug-2022	78,886.85	70,384.96	8,501.89	741,308.44
11	28-Feb-2023	78,886.85	71,192.19	7,694.66	670,923.48
12	28-Aug-2023	78,886.85	72,008.68	6,878.17	599,731.29
13	28-Feb-2024	78,886.85	72,834.53	6,052.32	527,722.61
14	28-Aug-2024	78,886.85	73,669.85	5,217.00	454,888.09
15	28-Feb-2025	78,886.85	74,514.75	4,372.10	381,218.24
16	28-Aug-2025	78,886.85	75,369.34	3,517.51	306,703.49
17	28-Feb-2026	78,886.85	76,233.73	2,653.12	231,334.15
18	28-Aug-2026	78,886.85	77,108.04	1,778.81	155,100.41
19	28-Feb-2027	78,886.85	77,992.35	894.50	0.00
	TOTAL	**2,070,787.27**	**1,856,307.00**	**214,480.27**	

Interest Rate: 2.294%

(signature on next page)

Lessee: City of Nevada
By:
Name:
Title:

EXHIBIT A

Property Description

Department	Description
Administration	*City Hall improvements:
	roof replacement
	tuck pointing brickwork
	ceiling tile replacement
	hvac
	windows
	public entrance doors
	carpet
	interior paint
	generator
	public safety building asbestos abatement
	public safety building demolition
	debris removal and lot prep
Police	vehicle (4)
Animal Control	vehicle (1)
Fire	vehicle (1)
Parks	pool interior painting
Parks	golf course irrigation system
Parks	golf course turf fans (3)
Parks	golf course variable frequency drive pump
Parks	sports complex 72" mower
Parks	golf course greens mower
Public Works	vehicle (3)
Public Works	dump truck (2)
Public Works	wheel loader
Public Works	backhoe (2)

*City Hall real property and any improvements thereto are not subject to the Agreement (including the Master Agreement and any property schedule) or any interest of or remedy available to the Lessor under the Agreement.

EXHIBIT 2

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

February 28, 2017

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

City of Nevada
110 S. Ash
Nevada, MO 64772
Attention: Kristie Modlin

RE: Property Schedule No. 5 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Nevada.

Ladies and Gentlemen:

We have acted as special counsel to City of Nevada ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of June 10, 2014 (the "Master Agreement"), between City of Nevada, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 5 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 5** dated as of February 28, 2017 to the Master Tax-Exempt Lease/Purchase Agreement dated June 10, 2014 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Nevada.

The undersigned, being the duly elected, qualified and acting _____
(Title of Person to Execute Lease/Purchase Agreement)
of the City of Nevada ("Lessee") does hereby certify, as of February 28, 2017, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the undersigned.

2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 28, 2017.

City of Nevada

By _____
Signature of Person to Execute Lease/Purchase Agreement

_____
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 5** dated as of February 28, 2017 to the Master Tax-Exempt Lease/Purchase Agreement dated as of June 10, 2014 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Nevada.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Nevada ("Lessee") does hereby certify, as of February 28, 2017, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

_____ _____

(Signature of Person to Execute Lease/Purchase Agreement) (Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of February 28, 2017.

_____

Secretary/Clerk

Print Name
and Title: _____

EXHIBIT 4

Payment of Proceeds Instructions

Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Nevada

PLEASE CHECK EITHER:

Bank Qualified Tax-Exempt Obligation under Section 265

_____ Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding $10,000,000.

or

_____ Not applicable.

Arbitrage Rebate

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.

Lessee: City of Nevada
By:
Name:
Title:

***Please be sure to select ONE option above.**

Language for UCC Financing Statements

Property Schedule No. 5

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Nevada

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 5 dated February 28, 2017 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of June 10, 2014, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

City Hall real property and any improvements thereto are not subject to the Agreement (including the Master Agreement and any property schedule) or any interest of or remedy available to the Lessor under the Agreement.

Debtor has no right to dispose of the equipment.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: February 28, 2017 **Property Schedule No:** 5

To: City of Nevada (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")
1310 Madrid St.
Marshall, MN 56258

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than $1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' $1,856,307.00, with deductibles no more than $10,000.00.

**Lessee: Please execute this form and return with your document package.* Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Kevin Jaramillo at 303-585-4079.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

Lessee: City of Nevada
By:
Name:
Title:

TO THE AGENT: ***In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at* 303-585-4931*. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.***

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name of Agency: **X**_____

By: **X**_____
(Agent's Signature)

Print Name: **X**_____ Date: **X**_____

Insurable Value: $1,856,307.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 5

Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of June 10, 2014 and the related Property Schedule No. 5 dated February 28, 2017, between Lessor and Lessee (the "Agreement").

_____ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes

___X___ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously provided our tax-exemption certificate to Lessor

_____ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State

_____ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes

_____ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

Lessee: City of Nevada
By:
Name:
Title:

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1	Issuer's name	2	Issuer's employer identification number (EIN)
3a	Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b	Telephone number of other person shown on 3a
4	Number and street (or P.O. box if mail is not delivered to street address) / Room/suite	5	Report number *(For IRS Use Only)* 3
6	City, town, or post office, state, and ZIP code	7	Date of issue
8	Name of issue	9	CUSIP number
10a	Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b	Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐		
	If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

For Paperwork Reduction Act Notice, see separate instructions.

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶ _____			
c	Enter the name of the GIC provider ▶ _____			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶ _____

c Enter the EIN of the issuer of the master pool obligation ▶ _____

d Enter the name of the issuer of the master pool obligation ▶ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶ _____

c Type of hedge ▶ _____

d Term of hedge ▶ _____

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ _____

b Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▶	Firm's EIN ▶
Firm's address ▶	Phone no.

Instructions for Form 8038-G

(Rev. September 2011)

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

General Instructions

Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
$100,000 or more	A **separate** Form 8038-G for **each** issue
Less than $100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

CAUTION *For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

Late filing. An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust indenture or other bond documents. See *Where To File* next.

Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at ***TaxExemptBondQuestions@irs.gov*** and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

Definitions

Tax-exempt obligation. This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue price. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Issue. Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, "Amended Return Explanation." Failure to attach an explanation may result in a delay in processing the form.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Line 3a. If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

Note. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Lines 4 and 6. If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer's number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

Note. The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Line 7. The date of issue is generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

Line 8. If there is no name of the issue, please provide other identification of the issue.

Line 9. Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write "None."

Line 10a. Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.

CAUTION *Complete lines 10a and 10b even if you complete lines 3a and 3b.*

Part II—Type of Issue

CAUTION *Elections referred to in Part II are made on the original bond documents, not on this form.*

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

Line 18. Enter a description of the issue in the space provided.

Line 19. If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

Line 20. Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Part III—Description of Obligations

Line 21. For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

Line 22. Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

Line 24. Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

Line 25. Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

Line 26. Enter the amount of proceeds that will be allocated to such a fund.

Line 27. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

Line 28. Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

Lines 31 and 32. The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

Line 34. If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

Part VI—Miscellaneous

Line 35. An allocation of volume cap is required if the nonqualified amount for the issue is more than $15 million but is not more than the amount that would cause the issue to be private activity bonds.

Line 36. If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

Line 37. Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

Line 38. If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

Line 40. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

Line 41a. Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

Line 42. In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

Line 43. If the issuer takes a "deliberate action" after the issue date that causes the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action. Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

Line 44. Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

Line 45a. Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

Line 45b. An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

Note. If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form	2 hr., 41 min.
Preparing, copying, assembling, and sending the form to the IRS	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated June 10, 2014 and related Property Schedule No. 5 dated February 28, 2017, between City of Nevada as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

1. Lessor and Lessee hereby agree to amend the above referenced Agreement to add additional terms and conditions as set forth below:

> Lessee agrees that it will provide to Lessor the electronic title documentation to the Equipment. Lessee shall provide such title documentation to Lessor within 15 days of Lessee's receipt of such title documentation from the appropriate titling authority. Lessee's failure to provide Lessor with title documentation to the Equipment in a timely fashion shall be deemed a condition of Default as defined in the default paragraph herein subject to remedies available to Lessor pursuant to the remedies paragraph.

2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach of the Agreement, which default shall be governed by the terms and conditions specified in the default and/or remedies paragraph of the Agreement.

3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the electronic title to the leased vehicle in a timely manner. Lessee agrees to indemnify U.S. Bancorp Government Leasing and Finance, Inc. from any damage or loss it incurs, including legal fees, due to its failure to complete its agreement herein.

THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1ST LIEN HOLDER:

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.
1310 MADRID STREET
MARSHALL, MN 56258

By signing this Addendum, Lessee acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In all other respects the terms and conditions of the Agreement remain in full force and effect.

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.	**Lessee: City of Nevada**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (*"Escrow Agreement"*) is made as of February 28, 2017 by and among U.S. Bancorp Government Leasing and Finance, Inc. (*"Lessor"*), City of Nevada (*"Lessee"*) and U.S. BANK NATIONAL ASSOCIATION, as escrow agent (*"Escrow Agent"*).

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of June 10, 2014 (the *"Master Agreement"*) and a Property Schedule No. 5 thereto dated February 28, 2017 (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*). The Schedule contemplates that certain personal property described therein (the *"Equipment"*) is to be acquired from the vendor(s) or manufacturer(s) thereof (the *"Vendor"*). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the *"Purchase Price"*), being $1,856,307.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the *"Escrow Fund"*) is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. The parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the *"Closing Date"*), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Final Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68th Parkway, Suite 100 Portland, OR 97223

City of Nevada, as Lessee
By:
Name:
Title:
Address: 110 S. Ash Nevada, MO 64772

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17th Street, 12th Floor Denver, CO 80202

EXHIBIT 1

U.S. BANK NATIONAL ASSOCIATION
MONEY MARKET ACCOUNT AUTHORIZATION FORM
DESCRIPTION AND TERMS

The U.S. Bank Money Market account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account designed to meet the needs of U.S. Bank's Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank's trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Nevada

Company Name	Signature of Authorized Directing Party
Trust Account Number – includes existing and future sub-accounts unless otherwise directed	Title/Date

EXHIBIT 2

Schedule of Fees for Services as
Escrow Agent
For
City of Nevada
Equipment Lease Purchase Escrow

CTS01010A	**Acceptance Fee** The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	**Escrow Agent** Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

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 person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT 3

REQUISITION REQUEST

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of February 28, 2017 (the *"Escrow Agreement"*) by and among U.S. Bancorp Government Leasing and Finance, Inc. (the *"Lessor"*), City of Nevada (the *"Lessee"*), and U.S. Bank National Association (the *"Escrow Agent"*), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of June 10, 2014 (the *"Master Agreement"*) and Property Schedule No. 5 thereto dated February 28, 2017 (the *"Schedule"* and, together with the terms and conditions of the Master Agreement incorporated therein, the *"Agreement"*), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount $_____

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.

2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.

3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.

4. The Equipment is covered by insurance in the types and amounts required by the Agreement.

5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.

6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: _____

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.
By:
Name:
Title:

Lessee: City of Nevada
By:
Name:
Title:

Exhibit 4

Final Acceptance Certificate

U.S. Bancorp Government Leasing and Finance, Inc.
13010 SW 68th Parkway, Suite 100
Portland, OR 97223

Re: **Property Schedule No. 5** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Nevada

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

(1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.

(2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: _____

Lessee: City of Nevada
By:
Name:
Title:

Exhibit 6

Class Action Negative Consent Letter

February 28, 2017

City of Nevada
110 S. Ash
Nevada, MO 64772

RE: USBGLF/City of Nevada - - Class Action Litigation Claims

Dear Kristie Modlin**:**

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims**:**

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below**,** constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Kathleen Connelly
Vice President
303-585-4591

☐ No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

☐ Yes, U.S. Bank is authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is responsible for forwarding notices received on class action or litigation claims.

_____ _____
Authorized Signer Date

SUBMISSION OF BIDS:

Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date: 12/14/2016

Company Name: ARVEST BANK

Authorized Signature: Ly Shell

Name (please Print): LARRY SHELLHORN

Company address: 401 E. AUSTIN BLVD
NEVADA, MO 64772

Phone: 417-667-6924 / cell 417-388-7586

Email: lshellhorn@arvest.com

Arvest Equipment Finance

6300 Nall Ave
Mission, KS 66202
(913) 279-3369

Date:	Wednesday, December 14, 2016
Provided for:	Larry Shellhorn
Provided by:	John Bradford Equipment Finance Sales Manager
Customer:	City of Nevada, MO
Customer Location:	Nevada, MO
Equipment Description:	(4) Ford Police Interceptors, (1) Animal Control vehicle, (1) Fire Ford Interceptor, (3) Sports Complex turf fans, (3) Public Works pickups, (2) Public Works Dump trucks, (1) Public Works wheel loader (2) Public Works backhoes, (1) Sports Complex variable frequency drive pump and (2) Sports Complex mowers.
Equipment Cost:	**$1,551,666 (Not to exceed 100% of costs)** **will need copies of invoices & titles**
Delivery Date:	1st Quarter 2017
Term (months):	Fixed Rate 2.77% Bank Qualified Tax Exempt 5 annual payments @ $336,933.44 beginning January 2018
Structure Type:	Municipal Lease
Residual ($):	None
Advance / Arrears:	Arrears
Documentation/Filing Fee:	$0
Guarantors:	None

The above quote assumes the following:

- **PAYMENTS HAVE NO APPLICABLE TAXES ADDED**
- Proposal is pending the review of requested financial information, equipment valuation, and subsequent approval of same.
- Proposal is valid until February 1, 2017. An IRS Form 8038 (G or GC) & Attorney Opinion letter must be provided as bank qualified tax exempt status
- Rate is indexed to a FHLB spread and subject to bank qualified tax exempt status. Non exempt rate is 4.26%
- Proposal assumes City will title vehicles in their name and our documentation will be used.

Thank you for the opportunity to provide this proposal. There are other financing options available. If after your review you would like to pursue another alternative, please feel free to contact me via phone @ 479-414-8216 or via email at jbradford@arvest.com.

Arvest

Compound Period ..... : Monthly

Nominal Annual Rate .... : 2.770 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/17/2017	1,551,666.00	1		
2	Payment	01/17/2018	336,933.44	1		
3	Payment	01/17/2019	336,933.44	1		
4	Payment	01/17/2020	336,933.44	1		
5	Payment	01/17/2021	336,933.44	1		
6	Payment	01/17/2022	336,933.44	1		

AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 01/17/2017				1,551,666.00
2017 Totals	0.00	0.00	0.00	
1 01/17/2018	336,933.44	43,531.05	293,402.39	1,258,263.61
2018 Totals	336,933.44	43,531.05	293,402.39	
2 01/17/2019	336,933.44	35,299.82	301,633.62	956,629.99
2019 Totals	336,933.44	35,299.82	301,633.62	
3 01/17/2020	336,933.44	26,837.68	310,095.76	646,534.23
2020 Totals	336,933.44	26,837.68	310,095.76	
4 01/17/2021	336,933.44	18,138.13	318,795.31	327,738.92
2021 Totals	336,933.44	18,138.13	318,795.31	
5 01/17/2022	336,933.44	9,194.52	327,738.92	0.00
2022 Totals	336,933.44	9,194.52	327,738.92	
Grand Totals	1,684,667.20	133,001.20	1,551,666.00	

Carlyle Capital Markets Inc.

December 12, 2016

Kristie Modlin, City Treasurer
City of Nevada, City Clerk
110 S. Ash St.
Nevada, MO 64772

RE: RFP #2016-41 Lease Purchase Capital Improvements, Vehicles & Equipment
Due: Friday, December 16, 2016 by 1:00 pm CST

Dear Ms. Modlin:

Carlyle Capital Markets Inc. appreciates the opportunity to review the City of Nevada's request for proposal as referenced above. Unfortunately, we must submit a "No Bid" at this time. **However, please retain our firm on your Bidder's List for future financing opportunities.**

Thank you for this opportunity and I look forward to future requests to provide financial services to you.

Sincerely yours,

Barry L. Friedman
President

BLF:bl

14755Preston Road, Suite 510, Dallas, Texas 75254
Tele: (972) 404-8686

SUBMISSION OF BIDS:

Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date:	December 16, 2016
Company Name:	Great Southern Bank
Authorized Signature:	Montie Taylor
Name (please Print):	Montie Taylor
Company address:	201 East Cherry
	Nevada, MO 64772
Phone:	417-667-3347
Email:	mtaylor@greatsouthernbank.com

GREAT SOUTHERN BANK

December 16, 2016

Ms. Kristie Modlin
City of Nevada
Nevada, MO 64772

Re: RFB #2016-41
Lease/Purchase Capital Improvements
Vehicles and Equipment

Dear Ms. Modlin;

On behalf of Great Southern Bank, please accept our proposal pertaining to the above mentioned RFB. The terms are as follows:

Amount:	$1,551,666.00
Rate:	3.11%
Term:	10 Years
Payment:	Annual Principal and Interest Payment
Payment Amount:	Please see enclosed amortization sheet
Fees:	None
Prepayment Penalty:	None

It is our understanding that the City of Nevada will provide acceptable Lease/Purchase Documentation prepared by the City's Counsel for review prior to closing. The City of Nevada will also provide a letter of non-taxability as well as proof of insurance coverage, should our bid be accepted.

Great Southern Bank will honor this proposal until February 1, 2017.

Yours truly,

Montie Taylor
Vice President

Great Southern

AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$1,551,666.00	01-01-2017	01-01-2027		101			

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: City of Nevada
110 S Ash St
Nevada, MO 64772

Lender: Great Southern Bank
1451 East Battlefield
Springfield, MO 65804

Disbursement Date: January 1, 2017
Interest Rate: 3.110

Repayment Schedule: Irregular
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	01-01-2018	280,668.59	48,927.04	231,741.55	1,319,924.45
2018 TOTALS:		**280,668.59**	**48,927.04**	**231,741.55**	
2	01-01-2019	280,668.59	41,619.78	239,048.81	1,080,875.64
2019 TOTALS:		**280,668.59**	**41,619.78**	**239,048.81**	
3	01-01-2020	280,668.59	34,082.11	246,586.48	834,289.16
2020 TOTALS:		**280,668.59**	**34,082.11**	**246,586.48**	
4	01-01-2021	238,119.95	26,378.83	211,741.12	622,548.04
2021 TOTALS:		**238,119.95**	**26,378.83**	**211,741.12**	
5	01-01-2022	238,119.95	19,630.15	218,489.80	404,058.24
2022 TOTALS:		**238,119.95**	**19,630.15**	**218,489.80**	
6	01-01-2023	88,618.56	12,740.74	75,877.82	328,180.42
2023 TOTALS:		**88,618.56**	**12,740.74**	**75,877.82**	
7	01-01-2024	88,618.56	10,348.17	78,270.39	249,910.03
2024 TOTALS:		**88,618.56**	**10,348.17**	**78,270.39**	
8	01-01-2025	88,618.56	7,901.74	80,716.82	169,193.21
2025 TOTALS:		**88,618.56**	**7,901.74**	**80,716.82**	
9	01-01-2026	88,618.56	5,334.99	83,283.57	85,909.64
2026 TOTALS:		**88,618.56**	**5,334.99**	**83,283.57**	
10	01-01-2027	88,618.54	2,708.90	85,909.64	0.00
2027 TOTALS:		**88,618.54**	**2,708.90**	**85,909.64**	
TOTALS:		1,761,338.45	209,672.45	1,551,666.00	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

LaserPro, Ver. 16.4.0.017 Copr. D+H USA Corporation 1997, 2016. All Rights Reserved. - MO C:\LPL\WIN\CFN\LPL\AMORT.FC TR-69376 PR-149

SUBMISSION OF BIDS:

Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date: December 14, 2016

Company Name: U.S. Bancorp Government Leasing & Finance, Inc.

Authorized Signature: Tasha Barreau

Name (please Print): Tasha Barreau

Company address: 950 17th St.
Denver, CO 80202

Phone: 303-330-4160

Email: tasha.barreau@usbank.com

#1

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Government Leasing and Finance

To: City of Nevada, City Clerk
110 S. Ash St.
Nevada, MO 64772

RFB #2016-41
Lease Purchase Capital Improvements, Vehicles and Equipment

From: U.S. Bancorp Government Leasing & Finance, Inc.
Tasha Barreau
303-330-4160
Tasha.barreau@usbank.com

usbank.com

12/14/6

#1

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Government Leasing and Finance

December 14, 2016

City of Nevada, City Clerk
110 South Ash Street
Nevada, MO 64772

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.

Customer:	City of Nevada, MO						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Capital improvements, vehicles and equipment						
EXPIRATION:	February 13, 2017						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
A.	120,000.00	1.73%	41,391.68	0.3449307	1	36 Months	Arrears
B.	1,961,666.00	1.94%	415,501.65	0.2118106	1	60 Months	Arrears
C.	2,081,666.00	1.94%	440,918.95	0.2118106	1	60 Months	Arrears

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. USBGLF has a Master lease in place with the City, and if awarded this would be schedule 5 to the Master. Option A. is equipment requested on a 3 year amortization. Option B is equipment requested on a 5 year amortization. Option C is all equipment run on a 5 year amortization as a 20 year term is not available.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,
Tasha Barreau

Tasha Barreau
Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
Phone: 303-330-4160
Email: tasha.barreau@usbank.com

usbank.com

12/14/16

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ACCEPTANCE:
By accepting this Proposal, Lessee acknowledges that this Proposal does not represent a commitment to provide financing but only outlines general terms and conditions of the USBGLF's financing program currently available to qualified lessees.

ACCEPTED BY:

_____
Name / Title

dated: _____

Payment Schedule

Assumes a start date of January 13, 2017

Totals	2,204,594.75	2,081,666.00	122,928.75	0.00

Date	Payment	Principal	Interest	Prepayment Balance
13-Jan-2018	440,918.95	400,461.78	40,457.17	1,731,640.35
13-Jan-2019	440,918.95	408,244.75	32,674.20	1,311,148.25
13-Jan-2020	440,918.95	416,178.99	24,739.96	882,483.90
13-Jan-2021	440,918.95	424,267.42	16,651.53	445,488.45
13-Jan-2022	440,918.95	432,513.06	8,405.89	0.00

12/14/16

#2

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Government Leasing and Finance

To: City of Nevada, City Clerk
110 S. Ash St.
Nevada, MO 64772

RFB #2016-41
Lease Purchase Capital Improvements, Vehicles and Equipment

From: U.S. Bancorp Government Leasing & Finance, Inc.
Tasha Barreau
303-330-4160
Tasha.barreau@usbank.com

#2

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Government Leasing and Finance

December 23, 2016

City of Nevada, City Clerk
110 South Ash Street
Nevada, MO 64772

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	**City of Nevada, MO**						
Lessor:	**U.S. Bancorp Government Leasing and Finance, Inc.**						
PROPERTY:	**Capital improvements, vehicles and equipment**						
EXPIRATION:	**February 13, 2017**						
LEASE QUOTE:	**Amount**	**Rate**	**Payments**	**Factor**	**Pmts / Year**	**Term**	**Adv. / Arr.**
A.	**120,000.00**	**1.73%**	**41,391.68**	**0.3449307**	**1**	**36 Months**	**Arrears**
B.	**1,961,666.00**	**1.94%**	**415,501.65**	**0.2118106**	**1**	**60 Months**	**Arrears**
C.	**2,081,666.00**	**1.94%**	**440,918.95**	**0.2118106**	**1**	**60 Months**	**Arrears**
D.	**1,280,000.00**	**2.42%**	**145,632.20**	**0.1137752**	**1**	**120 Months**	**Arrears**

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. USBGLF has a Master lease in place with the City, and if awarded this would be schedule 5 to the Master. Option A. is equipment requested on a 3 year amortization. Option B is equipment requested on a 5 year amortization. Option C is all equipment run on a 5 year amortization as a 20 year term is not available. Option D is the 10 year amortization for capital improvements.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Tasha Barreau

Tasha Barreau
Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
Phone: 303-330-4160
Email: tasha.barreau@usbank.com

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Payment Schedule - Includes multi terms & rates

Assumes a start date of February 28, 2017

Totals	2,070,787.27	1,856,307.00	214,480.27	0.00

Date	Payment	Principal	Interest	Ending Balance
28-Aug-2017	0.00			1,877,596.54
28-Feb-2018	130,858.77	88,035.52	42,823.25	1,768,271.48
28-Aug-2018	130,858.77	110,578.89	20,279.88	1,657,692.59
28-Feb-2019	130,858.77	111,847.09	19,011.68	1,545,845.50
28-Aug-2019	130,858.77	113,129.84	17,728.93	1,432,715.66
28-Feb-2020	130,858.77	114,427.30	16,431.47	1,318,288.37
28-Aug-2020	156,906.23	141,787.10	15,119.13	1,176,501.27
28-Feb-2021	156,906.23	143,413.22	13,493.01	1,033,088.05
28-Aug-2021	156,906.23	145,057.99	11,848.24	888,030.06
28-Feb-2022	156,906.23	146,721.63	10,184.60	741,308.44
28-Aug-2022	78,886.85	70,384.96	8,501.89	670,923.48
28-Feb-2023	78,886.85	71,192.19	7,694.66	599,731.29
28-Aug-2023	78,886.85	72,008.68	6,878.17	527,722.61
28-Feb-2024	78,886.85	72,834.53	6,052.32	454,888.09
28-Aug-2024	78,886.85	73,669.85	5,217.00	381,218.24
28-Feb-2025	78,886.85	74,514.75	4,372.10	306,703.49
28-Aug-2025	78,886.85	75,369.34	3,517.51	231,334.15
28-Feb-2026	78,886.85	76,233.73	2,653.12	155,100.41
28-Aug-2026	78,886.85	77,108.04	1,778.81	77,992.37
28-Feb-2027	78,886.85	77,992.37	894.48	0.00

2/1/17

#2

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Government Leasing and Finance

City Hall &
Golf Irrigation

2.42% **10 Year Amort**

Totals	1,244,415.90	1,073,441.00	170,974.90	0.00

Date	Payment	Principal	Interest	Ending Balance
28-Aug-2017	0.00			1,086,429.64
28-Feb-2018	28,000.00	1,865.56	26,134.44	1,071,575.44
28-Aug-2018	28,000.00	15,033.94	12,966.06	1,056,541.50
28-Feb-2019	28,000.00	15,215.85	12,784.15	1,041,325.65
28-Aug-2019	28,000.00	15,399.96	12,600.04	1,025,925.69
28-Feb-2020	28,000.00	15,586.30	12,413.70	1,010,339.39
28-Aug-2020	78,886.85	66,661.74	12,225.11	943,677.65
28-Feb-2021	78,886.85	67,468.35	11,418.50	876,209.30
28-Aug-2021	78,886.85	68,284.72	10,602.13	807,924.58
28-Feb-2022	78,886.85	69,110.96	9,775.89	738,813.62
28-Aug-2022	78,886.85	69,947.20	8,939.65	668,866.42
28-Feb-2023	78,886.85	70,793.57	8,093.28	598,072.85
28-Aug-2023	78,886.85	71,650.17	7,236.68	526,422.68
28-Feb-2024	78,886.85	72,517.14	6,369.71	453,905.55
28-Aug-2024	78,886.85	73,394.59	5,492.26	380,510.96
28-Feb-2025	78,886.85	74,282.67	4,604.18	306,228.29
28-Aug-2025	78,886.85	75,181.49	3,705.36	231,046.80
28-Feb-2026	78,886.85	76,091.18	2,795.67	154,955.62
28-Aug-2026	78,886.85	77,011.89	1,874.96	77,943.73
28-Feb-2027	78,886.85	77,943.73	943.12	0.00

* small payments 1st three years

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1.94%

5 Year

Police, Fire, Animal Control
Public Works - Vehicles & Equip

Totals	702,174.40	662,866.00	39,308.40	0.00

Date	Payment	Principal	Interest	Ending Balance
28-Aug-2017	0.00			669,295.80
28-Feb-2018	78,019.38	65,097.41	12,921.97	597,768.59
28-Aug-2018	78,019.38	72,221.02	5,798.36	525,547.57
28-Feb-2019	78,019.38	72,921.57	5,097.81	452,626.00
28-Aug-2019	78,019.38	73,628.91	4,390.47	378,997.10
28-Feb-2020	78,019.38	74,343.11	3,676.27	304,653.99
28-Aug-2020	78,019.38	75,064.23	2,955.14	229,589.76
28-Feb-2021	78,019.38	75,792.36	2,227.02	153,797.40
28-Aug-2021	78,019.38	76,527.54	1,491.83	77,269.86
28-Feb-2022	78,019.38	77,269.86	749.52	0.00

1.73%

3 Year

Pool Improvements & Parks Equip

Totals	124,196.97	120,000.00	4,196.97	0.00

Date	Payment	Principal	Interest	Ending Balance
28-Aug-2017	0.00			121,038.00
28-Feb-2018	24,839.39	22,754.42	2,084.98	97,245.58
28-Aug-2018	24,839.39	23,998.22	841.17	73,247.36
28-Feb-2019	24,839.39	24,205.80	633.59	49,041.56
28-Aug-2019	24,839.39	24,415.18	424.21	24,626.38
28-Feb-2020	24,839.39	24,626.38	213.02	0.00