

**AN EMERGENCY ORDINANCE AUTHORIZING THE CITY OF NEVADA, MISSOURI, TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH ARVEST BANK, THE PROCEEDS OF WHICH WILL BE USED TO FINANCE AND REIMBURSE THE COSTS OF A STREET SWEEPER AND A SEWER CLEANER; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Nevada, Missouri (the "City"), on April 26, 2022, pursuant to Resolution No. 1632, approved the purchase of a 2023 Freightliner 114SD with 2023 Vactor Sewer 2100i (the "Vac Truck") in an amount not to exceed \$476,250.00; and

**WHEREAS**, the City, on April 26, 2022, pursuant to Resolution No. 1633, approved the purchase of a 2022 Freightliner M2106 with 2023 Elgin Air Sweeper (the "Sweeper Truck," collectively, the Vac Truck and the Sweeper Truck being the "Personal Property") in an amount not to exceed \$273,500.00; and

**WHEREAS**, the City, having purchased the Personal Property, desires to enter into an annually renewable Lease Purchase Agreement (the "Lease") with Arvest Equipment Finance, a division of Arvest Bank, an Arkansas banking corporation ("Arvest") to finance and reimburse the costs of the Personal Property; and

**WHEREAS**, pursuant to the Lease, the City, as lessee, will lease the Personal Property from Arvest, as lessor, on a year-to-year basis with an option to purchase Lessor's interest in the Personal Property.

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

**Section 1. Authorization and Approval of the Lease and Related Transaction Documents.** The Lease and related documents (the "Transaction Documents") are hereby approved in substantially the forms on file with the City, with such changes therein as are approved by the Mayor or the Interim City Manager. The execution of the Transaction Documents by the Mayor or Interim City Manager will be conclusive evidence of such approval. The Mayor and Interim City Manager are hereby authorized and directed to execute and deliver the Transaction Documents, on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City's seal to the Lease and such other documents, and attest said seal.

The obligation of the City to pay Rental Payments under the Lease is subject to annual appropriation and will constitute a current expense of the City and will not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional, charter or statutory debt limitation or restriction concerning the creation of indebtedness or liability by the City, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease will be construed so as to give effect to such intent.

**Section 2. Further Authority.** The City will, and the officials and agents of the City, including the Mayor, the Interim City Manager and the City Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance, and to carry out, comply with and perform the duties of the City with respect to the Transaction Documents, to make alterations, changes or additions to the Transaction Documents, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 3. Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval.

**Section 4. Emergency Ordinance.** This ordinance, in the judgment of the City Council, is deemed to be an urgent nature and its immediate passage is necessary to allow the City to enter into the Lease with Arvest prior to an adjustment in the interest rate.

**PASSED, APPROVED AND ADOPTED,** by the City Council of the City of Nevada, Missouri, this 23<sup>rd</sup> day of April, 2024.



ATTEST:

Cynthia Dye  
CYNTHIA DYE, CITY CLERK

George C. Knox  
GEORGE C. KNOX, MAYOR

**LESSEE'S CLOSING CERTIFICATE**

**RELATING TO:**

**MUNICIPAL LEASE-PURCHASE AGREEMENT  
DATED AS OF APRIL 17, 2024,  
BETWEEN  
ARVEST EQUIPMENT FINANCE, AS LESSOR  
AND CITY OF NEVADA, MISSOURI, AS LESSEE**

The undersigned, Mayor and City Clerk of the City of Nevada, Missouri (the "Lessee"), do hereby certify as follows:

*Capitalized words and terms used in this Certificate, unless the context requires otherwise, shall have the same meanings as set forth in the Municipal Lease-Purchase Agreement dated as of April 17, 2024 (the "Lease"), between Arvest Equipment Finance ("Lessor"), and the Lessee.*

1. **Ordinance.** Attached hereto as **Exhibit A** is a full, true and correct copy of the ordinance (the "Ordinance") authorizing the Lease, and passed by the City Council at said meeting. The Ordinance has not been amended and is in full force and effect, and the City Council has, and at the time of the passage of the Ordinance had, full power and lawful authority to pass the Ordinance and to confer the powers thereby granted to the officers therein named, who have full power and lawful authority to exercise the same.

2. **Authorization, Execution and Delivery of Lease.** The Lease has been duly authorized, executed and delivered in the name and on behalf of the Lessee by its duly authorized officers, pursuant to and in full compliance with the Ordinance of the City Council of the Lessee referred to in paragraph 1 of this certificate. The Lease has not been amended, modified or rescinded in any manner and is in full force and effect on the date hereof. The Lessee has authorized, by all necessary action, the execution, delivery, receipt and due performance of the Lease and any and all such other agreements and documents as may be required to be executed, delivered and received by the Lessee in order to carry out, give effect to and consummate the transactions contemplated thereby.

3. **Compliance with Lease.** The Lessee has performed and complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the date hereof.

4. **Incumbency.** The following persons were and are now the duly qualified and acting members of the City Council of the Lessee at and during all times during the proceedings relating to the execution and delivery of the Lease:

<u>Name</u>	<u>Title</u>
George Knox	Mayor
Bill Miles	Councilmember/Mayor Pro-Tem
Carol Branham	Councilmember
Miranda Selby	Councilmember
Kendall Vickers	Councilmember
Larry Stevens	Interim City Manager
Cynthia Dye	City Clerk

The Mayor, the Interim City Manager and the City Clerk are hereby designated as the Lessee Representatives for all purposes of the Lease.

**5. Representations and Warranties.** The representations and warranties of the Lessee contained in the Lease are true and correct on and as of the date hereof. All such representations and warranties, as well as those made herein, will be deemed to be for the benefit of Lessor. The Lessee has complied with all of the agreements and satisfied all of the conditions to be performed or satisfied on its part prior to the date hereof.

**6. Insurance.** The Lessee maintains the insurance required by **Section 10** of the Lease.

**7. No Default.** No condition or event exists that constitutes, or with the giving of notice or the passage of time or both would constitute, an Event of Default under the Lease.

**8. No Violation.** To the Lessee's knowledge, the Lessee's execution and delivery of the Lease and the performance of the terms thereof by the Lessee will not violate any provision of law, or any ordinance or resolution of the Lessee, or any applicable judgment, order, rule or regulation, of any court or any public or governmental agency or authority, and will not conflict with, violate or result in the breach of any of the provisions of or constitute a default under, any indenture, mortgage or other agreement or instrument to which the Lessee is a party or by which it or its properties are bound. All approvals, consents, authorizations and orders required to be obtained by the Lessee in connection with the Lease and the performance of the terms thereof by the Lessee have been duly obtained.

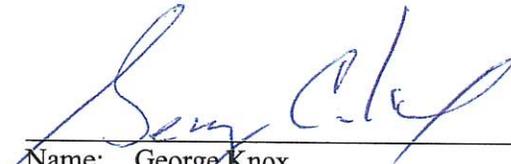
**9. Litigation.** No litigation or other proceedings are pending or, to the knowledge of the undersigned, threatened in any court or other tribunal of competent jurisdiction, state or federal, in any way (a) questioning or affecting the validity of the Lease or the acquisition of the Property (as that term is defined in the Lease), (b) questioning or affecting the organization or existence of the Lessee of the title to office of the officers thereof, or (c) materially and adversely affecting the financial condition of the Lessee.

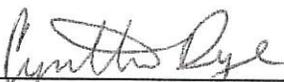
**DATED:** April 17, 2024.



[SEAL]

ATTEST:

  
Name: George Knox  
Title: Mayor

  
Name: Cynthia Dye  
Title: City Clerk