

BILL NO. 2019-015

ORDINANCE NO. 8264

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 POLICE VEHICLES.

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 police vehicles listed in Exhibit A for an amount not to exceed \$151,373.

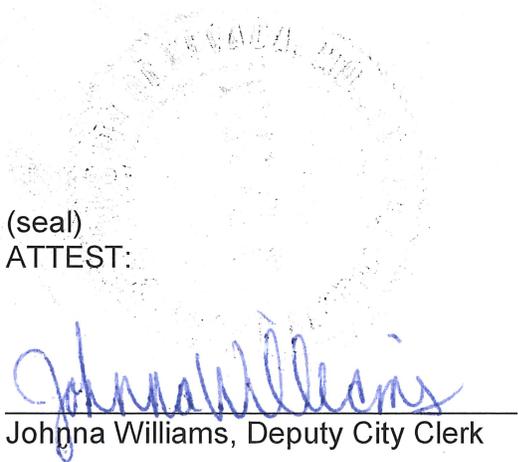
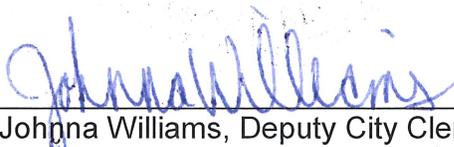
Section 2. The City Manager is hereby authorized and directed to execute any and all documents associated with the lease/purchase on behalf for the City of Nevada, Missouri.

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 2nd day of April, 2019.

(seal)
ATTEST:


Johngna Williams, Deputy City Clerk


Brian L. Leonard, Mayor

AGENDA ITEM
March 19, 2019

Subject: U.S. Bancorp Government Leasing & Finance Inc. Lease Purchase

Department: Finance

Bids were solicited for the lease purchase of four police vehicles. No bids were received from Commerce Bank, Community National Bank and Trust, First National Bank, or Metz Banking Company.

| <u>Bid 2019-09</u> | <u>Term</u> | <u>Interest Rate</u> |
|--|-------------|----------------------|
| Arvest Equipment Finance | 5yr | 3.64% |
| Great Southern Bank | 5yr | 3.27% |
| U.S. Bancorp Government Leasing & Finance Inc. | 5yr | 3.21% |

U.S. Bancorp Government Leasing & Finance, Inc. has the lowest rate and meets our requirements.

Exhibit A

Lease Purchase Police Vehicles
For Year Ending December 31, 2019

| Dept | Description | Total | Term Years |
|----------------------|-------------------------------------|----------------|------------|
| Police | 2020 Ford Interceptor (3) | 118,103 | 5 |
| Police | 2019 Ford F-150 (1) | <u>38,270</u> | 5 |
| Total | | 156,373 | |
| | Less down payment from General Fund | <u>(5,000)</u> | |
| Total Finance Amount | | 151,373 | |

U.S. Bancorp Government Leasing and Finance, Inc.
950 17th St, 7th Floor
Denver, CO 80202

May 8, 2019

Kristie Modlin
City of Nevada
110 South Ash
Nevada, MO 64772

Dear Kristie:

Enclosed please Property Schedule No. 6 dated April 5, 2019 by City of Nevada Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

We thank you for your business and look forward to fulfilling any financing needs you may have in the future.

Sincerely,



Kevin Jaramillo
Documentation Specialist

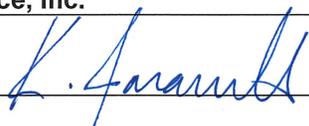
ADDENDUM
Master Tax-Exempt Lease/Purchase Agreement

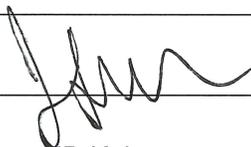
THIS ADDENDUM, which is entered into as of April 5, 2019 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and City of Nevada ("Lessee"), is intended to modify and supplement the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of June 10, 2014 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

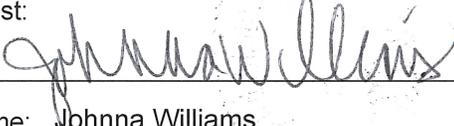
Section 6.08 is hereby inserted as follows:

Gross-Up. If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that the interest component of Lease Payments on the Property Schedule is not excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.79.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

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|---|
| Lessor: U.S. Bancorp Government Leasing and Finance, Inc. |
| By:  |
| Name: Kevin Jaramillo |
| Title: Documentation Specialist |

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|--|
| Lessee: City of Nevada |
| By:  |
| Name: JD Kehrman |
| Title: City Manager |

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| Attest: |
| By:  |
| Name: Johnna Williams |
| Title: Deputy City Clerk |

Property Schedule No. 6

Master Tax-Exempt Lease/Purchase Agreement

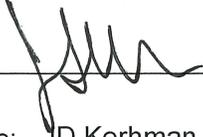
This **Property Schedule No. 6** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of June 10, 2014, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Nevada.

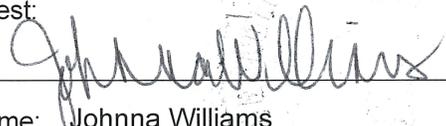
1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically 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 April 5, 2019.
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 May 12, 2019.
12. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

(SIGNATURE PAGE TO FOLLOW)

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.

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|---|
| Lessor: U.S. Bancorp Government Leasing and Finance, Inc. |
| By:  |
| Name: Kevin Jaramillo |
| Title: Documentation Specialist |

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|--|
| Lessee: City of Nevada |
| By:  |
| Name: JD Kerhman |
| Title: City Manager |

| |
|--|
| Attest: |
| By:  |
| Name: Johnna Williams |
| Title: Deputy City Clerk |

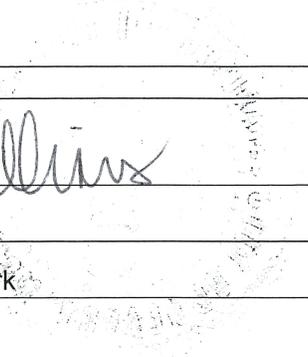


EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 6** 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:

120 S. Ash St.

Address

Nevada, MO 64772

City, State Zip Code

USE: Police 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: \$151,373.00

| Payment No. | Due Date | Lease Payment | Principal Portion | Interest Portion | Termination Amount (After Making Payment for said Due Date) |
|--------------|-----------|-------------------|-------------------|------------------|--|
| 1 | 4/5/2020 | 18,485.07 | 13,625.99 | 4,859.08 | NA |
| 2 | 10/5/2020 | 18,485.07 | 16,274.23 | 2,210.84 | 125,116.96 |
| 3 | 4/5/2021 | 18,485.07 | 16,535.43 | 1,949.64 | 108,085.47 |
| 4 | 10/5/2021 | 18,485.07 | 16,800.82 | 1,684.25 | 90,780.62 |
| 5 | 4/5/2022 | 18,485.07 | 17,070.48 | 1,414.59 | 73,198.03 |
| 6 | 10/5/2022 | 18,485.07 | 17,344.46 | 1,140.61 | 55,333.24 |
| 7 | 4/5/2023 | 18,485.07 | 17,622.84 | 862.23 | 37,181.71 |
| 8 | 10/5/2023 | 18,485.07 | 17,905.68 | 579.39 | 18,738.86 |
| 9 | 4/5/2024 | 18,485.07 | 18,193.07 | 292.00 | 0.00 |
| TOTAL | | 166,365.63 | 151,373.00 | 14,992.63 | |

Interest Rate: 3.21%

Lessee: City of Nevada

By:



Name: JD Kehrman

Title: City Manager

EXHIBIT A

Property Description

Police Vehicles

VIN #'s To Be Determined

WILLIAM G. McCAFFREE
ATTORNEY AT LAW
ROCKWOOD BUILDING
P.O. BOX 244
NEVADA, MISSOURI 64772

TEL: (417) 667-2211
FAX (417) 667-6111

April 5, 2019

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. 6 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. 6 (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: Wm C. McCaffrey

Name: Wm C. McCaffrey

Title: City Atty

Dated: 5/5/2009

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 6** dated as of April 5, 2019 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 City Manager
(Title of Person to Execute Lease/Purchase Agreement)
of the City of Nevada ("Lessee") does hereby certify, as of April 5, 2019, 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 April 5, 2019.

City of Nevada

By 
Signature of Person to Execute Lease/Purchase Agreement

JD Kehrman, City Manager
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 6** dated as of April 5, 2019 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 April 5, 2019, 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.

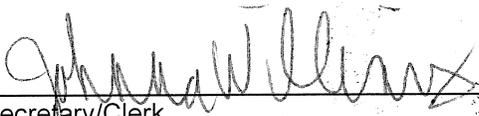


(Signature of Person to Execute Lease/Purchase Agreement)

JD Kehrman, City Manager

(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of April 5, 2019.



Secretary/Clerk

Print Name
and Title: Johnna Williams, Deputy City Clerk

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. 6** 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, and the Property Schedule is not otherwise exempt from the rebate requirement, 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: JD Kehrman |
| Title: City Manager |

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

Language for UCC Financing Statements

Property Schedule No. 6

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. 6 dated April 5, 2019 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.

Debtor has no right to dispose of the equipment.

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. 6 dated April 5, 2019, 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 included our tax-exemption certificate with this document package
- _____ 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: | JD Kehrman |
| Title: | City Manager |

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

Missouri Tax ID
Number: 12491934

CITY OF NEVADA
110 S ASH
NEVADA MO 64772

Effective Date:
07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your exempt status.

Purchases by your Agency are not subject to sales or use tax if within the conduct of your Agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter. This exemption may not be used by individuals making personal purchases.

A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your Agency only if your Agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062, RSMo.

Sales by your Agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. If your Agency ceases to qualify as an exempt entity, this exemption will cease to be valid. This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.

Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Taxation Bureau, P.O. Box 3300, Jefferson City, MO 65105-3300, phone 573-751-2836.

VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated June 10, 2014 and related Property Schedule No. 6 dated April 5, 2019, 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 a copy of the lien stamped 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.

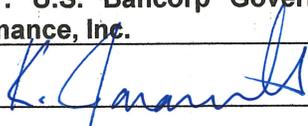
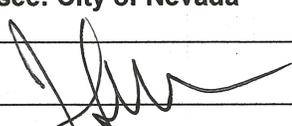
2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach 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 above described title information 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: Kevin Jaramillo | Name: JD Kehrman |
| Title: Documentation Specialist | Title: City Manager |
| Date: 4.5.19 | Date: 4/5/19 |

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of April 5, 2019 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. 6 thereto dated April 5, 2019 (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 \$151,373.00, 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.

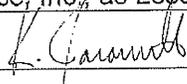
12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (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.

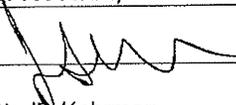
13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

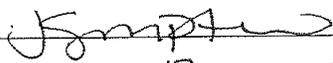
14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change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

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

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

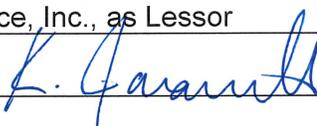
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| U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent |
| By:  |
| Name: Jennifer M Petrunko |
| Title: Assistant Vice President |
| Address: U.S. Bank National Association 950 17 th Street, 12 th Floor Denver, CO 80202 |

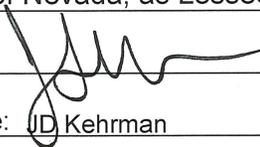
13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

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

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|--|
| City of Nevada, as Lessee |
| By:  |
| Name: JD Kehrman |
| Title: City Manager |
| 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 17 th Street, 12 th 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.

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

Kristie Modlin

Signature of Authorized Directing Party

Trust Account Number – includes existing and future sub-accounts unless otherwise directed

Kristie Modlin, City Treasurer 4/5/19

Title/Date

EXHIBIT 2

Schedule of Fees for Services as Escrow Agent 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 6

Class Action Negative Consent Letter

April 5, 2019

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
417-448-5503

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.

Authorized Signer

Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Nevada, Missouri

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ political subdivision

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
110 S. Ash St.

Requester's name and address (optional)

6 City, state, and ZIP code
Nevada, MO 64772

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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or

Employer identification number

| | | | | | | | | | |
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| 4 | 4 | - | 6 | 0 | 0 | 0 | 2 | 3 | 2 |
|---|---|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Kristie Modlin* Date ▶ 4/5/19

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

INSURANCE AUTHORIZATION AND VERIFICATION

Date: April 5, 2019

Property Schedule No: 6

To: City of Nevada (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the
"Lessor")
1310 Madrid Street
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.

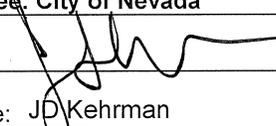
Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$151,373.00, with deductibles no more than \$10,000.00.

**Lessee: Please execute this form and return with your document package. Please 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.*

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: | Midwest Public Risk | |
| Address: | 19400 E Valleyview Parkway | |
| | Independence, MO 64055 | |
| Phone/Fax: | 816-292-7535 | 816-292-7599 |
| Email: | Alyson@mprisk.org | |

| | |
|-------------------------------|--|
| Lessee: City of Nevada | |
| By: |  |
| Name: | JD Kehrman |
| Title: | City Manager |

TO THE AGENT: *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-5985. 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: \$151,373.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 6

Lease Specifications

| Dept | Description | Total | Term Years |
|----------------------|-------------------------------------|----------------|---------------|
| Police | 2020 Ford Interceptor (3) | 118,103 | 5 |
| Police | 2019 Ford F-150 (1) | 38,270 | |
| Total | | <u>156,373</u> | |
| | Less down payment from General Fund | <u>(5,000)</u> | |
| Total Finance Amount | | 151,373 | |

MINUTES
REGULAR SESSION CITY COUNCIL MINUTES
120 S. Ash
City Council Chambers
Tuesday, April 2, 2019
7:00 p.m.

NOTICE OF MEETING

A regular session of the City Council of Nevada, Missouri was posted pursuant to Section 2-6 and Section 2-7 of the City Code and RSMo., Chapter 610.021 with a tentative agenda on Friday, March 29, 2019 at 2:00 p.m.

CALL TO ORDER

A regular session of the City Council of Nevada, Missouri was held on Tuesday, April 2, 2019 pursuant to Section 2-6 and 2-7 of the City Code and Section 3.11 of the City Charter.

Mayor Leonard called the meeting to order at 7:00 p.m., followed by the Pledge of Allegiance.

INVOCATION

Gary Almquist gave the invocation.

ROLL CALL

The following Council members were present for roll call:

Present: Lyndon Eberhard; Carol Gallagher; Blake Hertzberg; Brian Leonard

Absent: Ryan Watts

Mayor Leonard excused Councilperson Watts due to work obligations.

Staff present: Wm. G. McCaffree, City Attorney; Kristie Modlin, Treasurer; Johnna Williams, Deputy City Clerk; Mark Mitchell, CIO; Casey Crain, Chief of Police; William Thornton, Fire Chief; Kevin Crump, Park & Recreation Director; Tom Hutchinson, Field Operations Manager.

PROCLAMATIONS

There were none.

APPROVAL OF MINUTES

Councilperson Gallagher moved to accept the March 19, 2019 regular session City Council minutes as written. Councilperson Eberhard provided the second. The motion was duly considered and passed unanimously.

APPOINTMENTS TO BOARDS AND COMMISSIONS

There were none.

CONSIDERATION OF BIDS

There were none.

PUBLIC PARTICIPATION FROM THOSE REGISTERED WITH THE CITY CLERK

Carol Branham, Housing Authority, discussed April is Fair Housing Month. There will be different activities going on this month including April 9 On My Own will be doing presentation, April 24 at 4:30 will be cookout with residents and April 26 will be a meeting pertaining to fair and affordable housing in Nevada.

COMMUNICATIONS AND PETITIONS

There were none.

OLD BUSINESS

Next to be considered was Bill No. 2019-013 Authorizing payment from the Nevada Tourism Fund to the Nevada/Vernon County Chamber of Commerce for marketing, advertising and promotion of the 2019 Bushwhacker Days entertainment.

Councilperson Hertzberg moved to place Bill No. 2019-013 on second reading by title only. Councilperson Eberhard provided the second. The motion was duly considered and passed by the following vote:

Aye: Eberhard; Gallagher; Hertzberg; Leonard

Nay: None

Absent: Watts

The Mayor declared Bill No. 2019-013 read a second time, passed, approved and adopted. The Bill was numbered Ordinance No. 8262 and was signed by the Mayor and attested by the City Clerk. The Mayor directed said Ordinance be engrossed upon the corporate records.

Next to be considered was Bill No. 2019-014 Authorizing the execution of a letter of engagement with Burch & Associates to provide special services for the City of Nevada, Missouri.

Councilperson Gallagher moved to place Bill No. 2019-014 on second reading by title only. Councilperson Hertzberg provided the second. The motion was duly considered and passed by the following vote:

Aye: Gallagher; Hertzberg; Leonard; Eberhard

Nay: None

Absent: Watts

The Mayor declared Bill No. 2019-014 read a second time, passed, approved and adopted. The Bill was numbered Ordinance No. 8263 and was signed by the Mayor and attested by the City Clerk. The Mayor directed said Ordinance be engrossed upon the corporate records.

Next to be considered was Bill No. 2019-015 Accepting the bid and entering into a lease purchase agreement with U.S. Bancorp Government Leasing and Finance Inc. for the acquisition of police vehicles.

Councilperson Hertzberg moved to place Bill No. 2019-015 on second reading by title only. Councilperson Gallagher provided the second. The motion was duly considered and passed by the following vote:

Aye: Hertzberg; Leonard; Gallagher

Nay: Eberhard

Absent: Watts

The Mayor declared Bill No. 2019-015 read a second time, passed, approved and adopted. The Bill was numbered Ordinance No. 8264 and was signed by the Mayor and attested by the City Clerk. The Mayor directed said Ordinance be engrossed upon the corporate records.

NEW BUSINESS

There were none.

REPORTS

Monthly Department Reports

There were none.

Boards and Commissions Written Minutes/Reports

There were none.

Mayor's Report

Discussed possible dates and times for special meeting.

City Manager's Report

There was none.

MISCELLANEOUS MATTERS

Councilperson Hertzberg invited anyone that would like to attend to an Economic Development meeting Friday from 9:00 a.m. to 2:00 p.m. The meeting will be held at the Healthy Nevada conference room. Councilperson Hertzberg also thanked everyone for all the hard work during the past six years that he has been on City Council – it was a pleasure working with everyone.

EXECUTIVE SESSION

The City Attorney requested an executive session in accordance with Section 610.021 RSMo., Subparagraph (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Councilperson Eberhard moved to go into executive session for reasons in accordance with Section 610.021 RSMo., Subparagraph (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys, after a five-minute recess. The second was provided by Councilperson Gallagher.

The motion was duly considered and passed by the following vote:

Aye: Leonard; Eberhard; Gallagher Hertzberg

Nay: None

Absent: Watts

An executive session of the City Council of the City of Nevada, Missouri was held in the City Council Chambers, 120 S. Ash, Nevada, Missouri, beginning at 7:18 p.m.

Present: Eberhard; Gallagher; Hertzberg; Leonard

Absent: Watts

Staff present: Wm. G. McCaffree, City Attorney; Johnna Williams, Deputy City Clerk; Kristie Modlin, Treasurer, Mark Mitchell, CIO, Randy Marti, Administrative Services Director

Discussion was limited to Section 610.021 RSMo., Subparagraph (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.

Councilperson Gallagher moved to adjourn the executive session and move back into regular session. The second was provided by Councilperson Hertzberg. The motion was duly considered and passed by the following vote:

Aye: Eberhard; Gallagher; Hertzberg; Leonard

Nay: None

Absent: Watts

Executive session adjourned at 7:57 p.m.

ADJOURNMENT

With no further business to come before City Council, Mayor Leonard asked for a motion to adjourn.

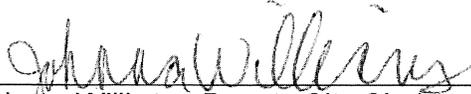
Councilperson Eberhard moved to adjourn the regular session of City Council. Councilperson Hertzberg provided the second. The motion was duly considered and passed by the following vote:

Aye: Eberhard; Gallagher; Hertzberg; Leonard

Nay: None

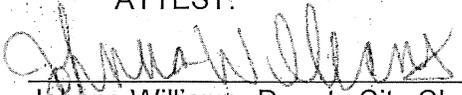
Absent: Watts

The meeting adjourned at 8:02 p.m.

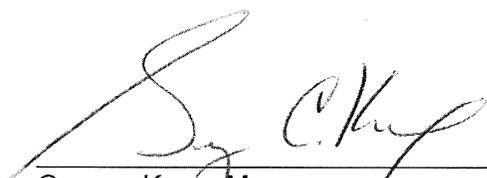


Johnna Williams, Deputy City Clerk

(seal)
ATTEST:



Johnna Williams, Deputy City Clerk



George Knox, Mayor

Under Internal Revenue Code section 149(e)
See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority

If Amended Return, check here

| | | | |
|--|--|---|--|
| 1 Issuer's name City of Nevada, Missouri | | 2 Issuer's employer identification number (EIN) 44-6000232 | |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) David Martin, Gilmore & Bell, P.C., special counsel | | 3b Telephone number of other person shown on 3a 816-221-1000 | |
| 4 Number and street (or P.O. box if mail is not delivered to street address) 2405 Grand Boulevard | | Room/suite 1100 | 5 Report number (For IRS Use Only) 3 |
| 6 City, town, or post office, state, and ZIP code Kansas City, Missouri 64108 | | 7 Date of issue 04/19/2019 | |
| 8 Name of issue Property Schedule No. 6 to Master Tax-Exempt Lease/Purchase Agreement with U.S. Bancorp | | 9 CUSIP number None | |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Kristie Modlin, City Treasurer | | 10b Telephone number of officer or other employee shown on 10a 417-448-2700 | |

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 | 151,373 | 00 |
| 15 | Environment (including sewage bonds) | 15 | | |
| 16 | Housing | 16 | | |
| 17 | Utilities | 17 | | |
| 18 | Other. Describe | 18 | | |
| 19a | If bonds are TANs or RANs, check only box 19a <input type="checkbox"/> | | | |
| 19b | If bonds are BANs, check only box 19b <input type="checkbox"/> | | | |
| 20 | If bonds are in the form of a lease or installment sale, check box <input type="checkbox"/> | | | |

Part III Description of Bonds. 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 | 04/05/2024 | \$ 151,373.00 | \$ 151,373.00 | 3.0466 years | 3.2445 % |

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

| | | | | |
|----|--|----|---------|----|
| 22 | Proceeds used for accrued interest | 22 | 0 | 00 |
| 23 | Issue price of entire issue (enter amount from line 21, column (b)) | 23 | 151,373 | 00 |
| 24 | Proceeds used for bond issuance costs (including underwriters' discount) | 24 | 0 | 00 |
| 25 | Proceeds used for credit enhancement | 25 | 0 | 00 |
| 26 | Proceeds allocated to reasonably required reserve or replacement fund | 26 | 0 | 00 |
| 27 | Proceeds used to refund prior tax-exempt bonds. Complete Part V | 27 | 0 | 00 |
| 28 | Proceeds used to refund prior taxable bonds. Complete Part V | 28 | 0 | 00 |
| 29 | Total (add lines 24 through 28) | 29 | 0 | 00 |
| 30 | Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | 151,373 | 00 |

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

| | | |
|----|--|-------------|
| 31 | Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded | _____ years |
| 32 | Enter the remaining weighted average maturity of the taxable bonds to be refunded | _____ years |
| 33 | Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) | _____ |
| 34 | Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) | _____ |

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

| | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions

| | | |
|------------|--|--|
| 36a | | |
| 37 | | |

 - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____
 - 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 bond ▶ (MM/DD/YYYY) _____
 - c** Enter the EIN of the issuer of the master pool bond ▶ _____
 - d** Enter the name of the issuer of the master pool bond ▶ _____
- 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 ▶ (MM/DD/YYYY) _____

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.

▶ *Kristie Madala* 4/22/19 ▶ *Kristie Madala, Treasurer*
 Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer Use Only

| | | | | |
|---|--|-------------------|---|--------------------------|
| Print/Type preparer's name Alan Woolever | Preparer's signature <i>Alan Woolever</i> | Date 4/22/2019 | Check <input type="checkbox"/> if self-employed | PTIN P01062536 |
| Firm's name ▶ Gilmore & Bell, P.C. | | | Firm's EIN ▶ 43-1611738 | |
| Firm's address ▶ 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108 | | | Phone no. 816-221-1000 | |