

BILL NO. 2017-006

ORDINANCE NO. 8139

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

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

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

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

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

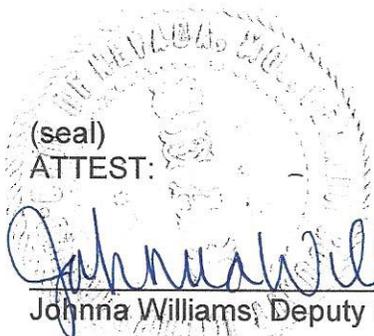
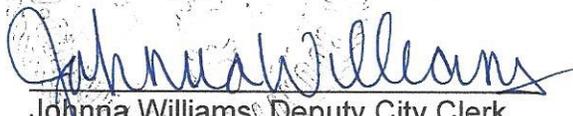
**Section 4.** In the event that an invoice is due prior to funding of the escrow account, the City Treasurer is hereby authorized to pay the invoice from City cash and request reimbursement from escrow funds.

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

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

  
Brian L. Leonard, Mayor

(seal)  
ATTEST:

  
  
Johnna Williams, Deputy City Clerk

**AGENDA ITEM**  
February 7, 2017

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

Department: Finance

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

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

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

Exhibit A

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

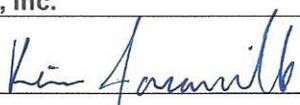
# Property Schedule No. 5

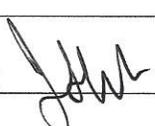
## Master Tax-Exempt Lease/Purchase Agreement

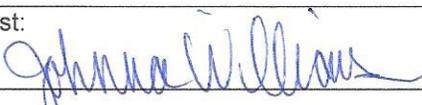
This **Property Schedule No. 5** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of June 10, 2014, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Nevada.

- 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.
- Commencement Date.** The Commencement Date for this Property Schedule is February 28, 2017.
- 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.
- Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- Proceeds.** Exhibit 4 is intentionally omitted.
- Acceptance Certificate.** Exhibit 5 is intentionally omitted.
- 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.
- 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%.
- Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by February 28, 2017.

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

|  |   |
|--|---|
| <b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b> |   |
| By: <input checked="" type="checkbox"/>                          |  |
| Name: <input checked="" type="checkbox"/>                        | <b>Kevin Jaramillo</b><br>Documentation Specialist                                  |
| Title: <input checked="" type="checkbox"/>                       |   |

|  |  |
|--|--|
| <b>Lessee: City of Nevada</b>              |  |
| By: <input checked="" type="checkbox"/>    |  |
| Name: <input checked="" type="checkbox"/>  | <b>JD Kehrman</b>  |
| Title: <input checked="" type="checkbox"/> | <b>City Manager</b>  |

|  |  |
|--|--|
| Attest:                                    |  |
| By: <input checked="" type="checkbox"/>    |  |
| Name: <input checked="" type="checkbox"/>  | <b>Johanna Williams</b>  |
| Title: <input checked="" type="checkbox"/> | <b>Deputy City Clerk</b>   |

# EXHIBIT 1

## Property Description and Payment Schedule

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

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

PROPERTY LOCATION:

110 South Ash

Address

Nevada, MO 64772

City, State Zip Code

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

### Lease Payment Schedule

Total Principal Amount: \$1,856,307.00

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

Interest Rate: 2.294%

(signature on next page)

**Lessee: City of Nevada**

By:



Name: JD Kehrman

Title: City Manager

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

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

February 20, 2017

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

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

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

Ladies and Gentlemen:

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

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

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

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

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

**EXHIBIT 2  
LESSEE'S COUNSEL'S OPINION**

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: City Attorney

Name: Mr. L. L. L.

William McCaffree

**EXHIBIT 2  
LESSEE'S COUNSEL'S OPINION**

Title: Civil Attorney

Dated: 02/20/2017

EXHIBIT A

Property Description

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

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

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

**GENERAL CERTIFICATE**

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

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_ City Manager  
(Title of Person to Execute Lease/Purchase Agreement)

of the City of Nevada ("Lessee") does hereby certify, as of February 28, 2017, as follows:

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

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

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

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

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

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

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

City of Nevada

By  \_\_\_\_\_  
Signature of Person to Execute Lease/Purchase Agreement

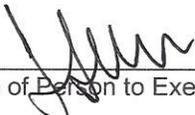
\_\_\_\_\_  
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

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

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

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

  
\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
JD Kehrman – City Manager  
(Print Name and Title)

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

  
\_\_\_\_\_  
Secretary/Clerk

Print Name  
and Title: Johanna Williams – Deputy City Clerk

EXHIBIT 4

Payment of Proceeds Instructions

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Intentionally Omitted.

EXHIBIT 5

Acceptance Certificate

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Intentionally Omitted.

EXHIBIT 6

Bank Qualification And Arbitrage Rebate

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

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

PLEASE CHECK EITHER:

**Bank Qualified Tax-Exempt Obligation under Section 265**

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

or

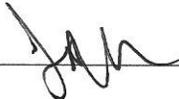
Not applicable.

**Arbitrage Rebate**

Eighteen Month Exception:

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

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

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

\*Please be sure to select ONE option above.

**Language for UCC Financing Statements**

**Property Schedule No. 5**

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

DEBTOR: City of Nevada

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

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

Debtor has no right to dispose of the equipment.

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: February 28, 2017

Property Schedule No: 5

To: City of Nevada (the "Lessee")

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

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

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

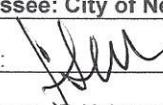
**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

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

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

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

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

|  |
|--|
| <b>Lessee: City of Nevada</b>  |
| By:  |
| Name: JB 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 303-585-4931. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.**

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

Print Name of Agency: X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_

Date: X \_\_\_\_\_

**Insurable Value:** \$1,856,307.00

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 5**



# CERTIFICATE OF COVERAGE

3/1/2017

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

|   |  |
|---|--|
| <b>Covered Entity:</b><br><br>Midwest Public Risk of Missouri<br>19400 E Valley View Parkway<br>Independence, MO 64055<br><br><i>City of Nevada, MO</i> | <b>Companies affording Coverage:</b><br><br>A. Midwest Public Risk of Missouri (Property, Liability, WC)<br>B. Hartford Fire Insurance Company (Property)<br>C. Governmental Entities Mutual / Munich Re America (Liability)<br>D. Safety National (Workers' Compensation)<br>E. CNA Equipment Breakdown |
|---|--|

This is to certify that the coverages listed below have been issued to the member named above for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage described herein is subject to all the terms, exclusions and conditions of the relevant coverage document.

| Coverage Type  | Policy Number | Effective Date | Expiration Date | Covered Property  | Limits   |
|--|---------------|----------------|-----------------|---|--|
| <input checked="" type="checkbox"/> <b>Property</b>  | MPR 057       | 07/01/2016     | 06/30/2017      | <input checked="" type="checkbox"/> Buildings<br><input checked="" type="checkbox"/> Personal Property<br><input checked="" type="checkbox"/> Contents<br><input checked="" type="checkbox"/> Inland Marine<br><input checked="" type="checkbox"/> Auto Physical Damage | \$400,000,000  |
| <input checked="" type="checkbox"/> <b>General Liability</b><br><br><input checked="" type="checkbox"/> Occurrence<br><input type="checkbox"/> Claims Made   | MPR 057       | 07/01/2016     | 06/30/2017      | Each Occurrence<br>Medical Expense<br>Personal/Advertising Injury<br>Member Aggregate   | \$3,734,567<br>\$5,000<br>\$3,734,567<br>\$6,000,000 |
| <input checked="" type="checkbox"/> <b>Auto Liability</b><br><br><input checked="" type="checkbox"/> Any Auto<br><input checked="" type="checkbox"/> Owned/Scheduled<br><input checked="" type="checkbox"/> Hired/Non-Owned<br><input checked="" type="checkbox"/> Drive Other Car | MPR 057       | 07/01/2016     | 06/30/2017      | Combined Single Limit (per occ)<br>Bodily Injury (per person)<br>Bodily Injury (per occ)<br>Property Damage (per occ)   | \$3,734,567  |
| <input checked="" type="checkbox"/> <b>Workers' Compensation</b>   | AGC4049010    | 07/01/2016     | 06/30/2017      | <input checked="" type="checkbox"/> Statutory Limits<br><input checked="" type="checkbox"/> Employers' Liability<br>Each Accident<br>Policy Limit   | \$1,000,000<br>\$1,000,000                           |
| <input checked="" type="checkbox"/> <b>Other</b><br><br><input checked="" type="checkbox"/> Crime and Employee Fidelity<br><input checked="" type="checkbox"/> Boiler & Machinery  | MPR 057       | 07/01/2016     | 06/30/2017      |   | \$100,000,000  |

CAPITAL IMPROVEMENTS VEHICLES AND EQUIPMENT FOR 2017 VALUE: \$1,856,307: PLEASE SEE PAGE 2

U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC. IS INCLUDED AS ADDITIONAL INSURED, AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. VERBIAGE IS A LENDERS LOSS PAYEE WITH RESPECT TO THE ABOVE COVERAGE, ONLY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

|  |   |
|--|---|
| <b>Certificate Holder:</b><br><br>U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.<br>1310 MADRID STREET,<br>MARSHALL, MN 56258 | <b>Cancellation:</b> Should any of the above described coverages be cancelled before the expiration date thereof, MPR will not be held liable or obligated to the Member, its agents or representatives.<br><br><div style="text-align: center;">                  Terry W. Norwood, CEO             </div> |
|--|---|

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

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

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X   Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has previously provided our tax-exemption certificate to Lessor
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

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

|  |
|--|
| <b>Lessee: City of Nevada</b>  |
| By:  |
| Name: JD Kehrman   |
| Title: City Manager  |

# State of Missouri

## EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

Issued to:

CITY OF NEVADA  
110 S ASH  
NEVADA MO 64772

Missouri Tax ID  
Number: 12491934

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. 5 dated February 28, 2017, between City of Nevada as Lessee and U.S. Bancorp Government Leasing and Finance, Inc. as Lessor.

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

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

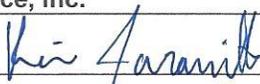
2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach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

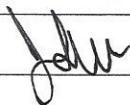
3. Lessee will complete the physical titling of the vehicle as required by the state of Lessee's residence and guarantee U.S. Bancorp Government Leasing and Finance, Inc. that U.S. Bancorp Government Leasing and Finance, Inc. will receive the electronic title to the leased vehicle in a timely manner.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

**THE APPLICATION FOR TITLE MUST INCLUDE THE FOLLOWING AS 1<sup>ST</sup> 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.

|  |   |
|--|---|
| <b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b> |   |
| By: <input checked="" type="checkbox"/>                          |  |
| Name: <input checked="" type="checkbox"/>                        | <b>Kevin Jaramillo</b><br>Documentation Specialist                                  |
| Title: <input checked="" type="checkbox"/>                       |   |
| Date: <input checked="" type="checkbox"/>                        | 2. 28. 17   |

|  |  |
|--|--|
| <b>Lessee: City of Nevada</b>              |  |
| By: <input checked="" type="checkbox"/>    |  |
| Name: <input checked="" type="checkbox"/>  | JD Kehrman   |
| Title: <input checked="" type="checkbox"/> | City Manager   |
| Date: <input checked="" type="checkbox"/>  | 2/28/2017  |

## ESCROW AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

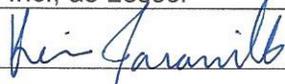
12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid,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

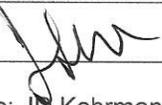
13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

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

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

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

|  |
|--|
| U.S. Bancorp Government Leasing and Finance, Inc., as Lessor   |
| By: <input checked="" type="checkbox"/>  |
| Name: <input checked="" type="checkbox"/> <b>Kevin Jaramillo</b>   |
| Title: <input checked="" type="checkbox"/> <b>Documentation Specialist</b>   |
| Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100<br>Portland, OR 97223  |

|  |
|--|
| City of Nevada, as Lessee  |
| By:  |
| Name: <b>JD Kehrman</b>  |
| Title: <b>City Manager</b>   |
| Address: 110 S. Ash<br>Nevada, MO 64772  |

|  |
|--|
| U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent  |
| By: <input checked="" type="checkbox"/>  |
| Name: <input checked="" type="checkbox"/> <b>Leland Andersen</b>   |
| Title: <input checked="" type="checkbox"/> <b>V.P.</b>   |
| Address: U.S. Bank National Association<br>950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor<br>Denver, CO 80202           |

EXHIBIT 1

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

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

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

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

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

AUTOMATIC AUTHORIZATION

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

City of Nevada

\_\_\_\_\_  
Company Name

  
\_\_\_\_\_  
Signature of Authorized Directing Party

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

City Manager 2/28/2017  
\_\_\_\_\_  
Title/Date

## EXHIBIT 2

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

|           |   |         |
|-----------|---|---------|
| CTS01010A | <b>Acceptance Fee</b> 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  | <b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.  | WAIVED  |
|           | <b>Direct Out of Pocket Expenses</b> 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 |
|           | <b>Extraordinary Services</b> 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.

# GILMORE BELL

816-221-1000 MAIN  
816-221-1018 FAX  
GILMOREBELL.COM

GILMORE & BELL PC  
2405 GRAND BOULEVARD, SUITE 1100  
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS  
WICHITA  
OMAHA | LINCOLN

Ref: 600495.60040 - E Date: 07Mar17  
Dep: Wgt: 1.00 LBS

SHIPPING: 12.38  
SPECIAL: 0.46  
HANDLING: 0.00  
TOTAL: 12.84

DV: 0.00

Svcs: \*\* 2DAY \*\*  
TRCK: 7235 5333 9738

March 7, 2017

## FEDERAL EXPRESS

Internal Revenue Service Center  
Ogden, Utah 84201

Re: \$1,856,307 City of Nevada, Missouri Property Schedule No. 5 (delivered February 28, 2017) to Master Tax-Exempt Lease Purchase Agreement with U.S. Bancorp Government Leasing & Finance, Inc. dated June 10, 2014

Gentlemen:

In accordance with Internal Revenue Code, Section 149(e), we enclose **Form 8038-G** for filing in connection with the above-referenced financing. I would appreciate receiving a copy of the IRS Notice CP152 for our records.

Please contact me if you have any questions.

Thank you.

Very truly yours,



David S. Martin  
[dmartin@gilmorebell.com](mailto:dmartin@gilmorebell.com)

DSM/sv  
Enclosures

**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

**Part I Reporting Authority**

If Amended Return, check here

|  |                           |   |
|--|---------------------------|---|
| 1 Issuer's name<br><b>City of Nevada, Missouri</b>   |                           | 2 Issuer's employer identification number (EIN)<br><b>44-6000232</b>                  |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)<br><b>David S. Martin, Gilmore &amp; Bell, P.C., Bond Counsel</b> |                           | 3b Telephone number of other person shown on 3a<br><b>816-221-1000</b>                |
| 4 Number and street (or P.O. box if mail is not delivered to street address)<br><b>2405 Grand Boulevard</b>  | Room/suite<br><b>1100</b> | 5 Report number (For IRS Use Only)<br><b>3</b>  |
| 6 City, town, or post office, state, and ZIP code<br><b>Kansas City, Missouri 64108</b>  |                           | 7 Date of Issue<br><b>02/28/2017</b>  |
| 8 Name of issue<br><b>Property Schedule No. 5 to Master Tax-Exempt Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc., dated June 10, 2014</b>    |                           | 9 CUSIP number<br><b>None</b>   |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)<br><b>Kristie Modlin, City Treasurer</b>           |                           | 10b Telephone number of officer or other employee shown on 10a<br><b>417-448-5503</b> |

**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 | 196,200   | 00 |
| 15 Environment (including sewage bonds)   | 15 |           |    |
| 16 Housing  | 16 |           |    |
| 17 Utilities  | 17 |           |    |
| 18 Other. Describe ▶ <b>Public Works Equipment, Improvements to Parks (pool, golf course) and City Hall</b> | 18 | 1,680,107 | 00 |
| 19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>                             |    |           |    |
| If obligations are BANs, check only box 19b <input type="checkbox"/>  |    |           |    |
| 20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>        |    |           |    |

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

|    | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|----|-------------------------|-----------------|---|-------------------------------|-----------|
| 21 | 02/28/2027              | \$ 1,856,307.00 | \$ 1,856,307.00                         | 5.0259 years                  | 2.2964 %  |

**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 | 1,856,307 | 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 currently refund prior issues   | 27 | 0         | 00 |
| 28 Proceeds used to advance refund prior issues   | 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 | 1,856,307 | 00 |

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

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

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

|            |  |            |  |                                     |
|------------|--|------------|--|-------------------------------------|
| <b>35</b>  | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .  | <b>35</b>  |  |                                     |
| <b>36a</b> | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .   | <b>36a</b> |  |                                     |
| <b>b</b>   | Enter the final maturity date of the GIC ▶ _____   |            |  |                                     |
| <b>c</b>   | Enter the name of the GIC provider ▶ _____   |            |  |                                     |
| <b>37</b>  | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .  | <b>37</b>  |  |                                     |
| <b>38a</b> | If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:  |            |  |                                     |
| <b>b</b>   | Enter the date of the master pool obligation ▶ _____   |            |  |                                     |
| <b>c</b>   | Enter the EIN of the issuer of the master pool obligation ▶ _____  |            |  |                                     |
| <b>d</b>   | Enter the name of the issuer of the master pool obligation ▶ _____   |            |  |                                     |
| <b>39</b>  | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .  |            |  | <input checked="" type="checkbox"/> |
| <b>40</b>  | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .  |            |  | <input checked="" type="checkbox"/> |
| <b>41a</b> | If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:   |            |  |                                     |
| <b>b</b>   | Name of hedge provider ▶ _____   |            |  |                                     |
| <b>c</b>   | Type of hedge ▶ _____  |            |  |                                     |
| <b>d</b>   | Term of hedge ▶ _____  |            |  |                                     |
| <b>42</b>  | If the issuer has superintegrated the hedge, check box . . . . .   |            |  | <input type="checkbox"/>            |
| <b>43</b>  | 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 . . . . . |            |  | <input checked="" type="checkbox"/> |
| <b>44</b>  | If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .   |            |  | <input checked="" type="checkbox"/> |
| <b>45a</b> | If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____  |            |  |                                     |
| <b>b</b>   | Enter the date the official intent was adopted ▶ _____   |            |  |                                     |

|  |   |                         |   |   |           |
|--|---|-------------------------|---|---|-----------|
| <b>Signature and Consent</b>   | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |                         |   |   |           |
|  | Signature of issuer's authorized representative: <i>Kristie Madlin, Treasurer</i><br>Date: <i>2/27/2017</i>   |                         | Type or print name and title: <i>Kristie Madlin Treasurer</i> |   |           |
| <b>Paid Preparer Use Only</b>  | Print/Type preparer's name  | Preparer's signature    | Date  | Check <input type="checkbox"/> if self-employed | PTIN      |
|  | Alan Woolever   | <i>[Signature]</i>      | 02/27/2017  |   | 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  |   |           |