

BILL NO. 2016-007

ORDINANCE NO. 8095

A SPECIAL ORDINANCE AUTHORIZING 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 VEHICLES, EQUIPMENT, AND SOFTWARE.

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 vehicles, equipment and software as listed in Exhibit A for an amount not to exceed \$533,729.

**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.

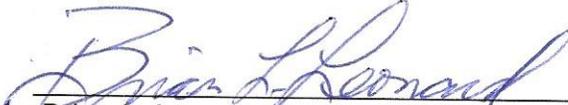
**Section 4.** In the event that an invoice is due prior to funding of the escrow account, the City Treasurer is hereby authorized to pay the invoice from City cash and request reimbursement from escrow funds.

**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 5th day of April, 2016.

(seal)  
ATTEST:

  
  
Johnna Williams, Deputy City Clerk

  
Brian L. Leonard, Mayor

**AGENDA ITEM**

March 15, 2016

Subject: U.S. Bancorp Lease Purchase of Vehicles, Equipment and Software

Department: Finance

Bids were solicited from seven financial institutions for the lease purchase of vehicles, equipment and software as listed in Exhibit A. No response was received from First National Bank, Heritage State Bank and Metz Banking Company. The results are as follows:

Lessor	Rate	Interest	Escrow Fee	Total Cost
Arvest Bank	1.90%	554.53	-	
	1.90%	<u>30,484.65</u>	-	
		31,039.18	-	31,039.18
Commerce Bank	1.72%	27,819.72	250.00	28,069.72
Great Southern Bank	1.95%	572.14	-	
	2.15%	<u>34,742.85</u>	-	
		35,314.99	-	35,314.99
US Bancorp Government Leasing and Finance Inc.	1.55%	447.91	-	
	1.73%	<u>27,483.02</u>	-	
		27,930.93	-	27,930.93

Specifications required a three year term for one mower and a five year term for all other items. U.S. Bancorp has the lowest total cost and best meets our request. The amount to be financed is \$533,729 with an annual payment of \$114,264.30.

General Ledger Accounts:

- 100-4-6500
- 100-5-1650-321
- 100-5-2000-319
- 100-5-2200-319
- 500-4-6500
- 500-5-4201-319
- 500-5-4201-320
- 500-5-4401-319
- 500-5-4401-320

## Exhibit A

### Equipment List

Dept	Make and Model	Description	Price
Court	Incode Municipal Court Software	financial software	35,225
Police	Ford Police Interceptor (5)	patrol vehicles	165,550
Fire	TBD (1)	1 ton pickup	48,000
Parks	Ford F150 (2)	4x4 regular cab pickup	43,602
Parks	Grasshopper 725 DT (1)	mower	14,375
Parks	John Deere 7700A (1)	fairway mower	50,309
Public Works	TBD (1)	dump truck	100,000
Public Works	TBD (1)	loader / crawler	165,000
		Total Cost	622,061
		Less Street down payment	(88,332)
		Total Finance	533,729

City of Nevada, Missouri  
 Lease Purchase Vehicles Equipment and Software  
 Bid Tab 2016-11

Lessor	Rate	Interest	Escrow Fee	Total Cost
Arvest Bank	1.90%	554.53	-	
	1.90%	<u>30,484.65</u>	<u>-</u>	
		31,039.18	-	31,039.18
Commerce Bank	1.72%	27,819.72	250.00	28,069.72
Great Southern Bank	1.95%	572.14	-	
	2.15%	<u>34,742.85</u>	<u>-</u>	
		35,314.99	-	35,314.99
US Bancorp	1.55%	447.91	-	
	1.73%	<u>27,483.02</u>	<u>-</u>	
		27,930.93	-	27,930.93

**SUBMISSION OF BIDS:**

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

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

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

Date: 2-29-16

Company Name: Arvest Equipment Finance/Arvest Bank

Authorized Signature: Eric Bunnell

Name (please Print): Eric Bunnell

Company address: 6300 Nall Ave  
Mission KS 66202

Phone: 913-553-0922

Email: ebunnell@arvest.com

## Arvest Equipment Finance

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

Date: Monday, February 29, 2016

Provided for: Larry Shellhorn

Provided by: Eric Bunnell  
Equipment Finance Specialist

Customer: City of Nevada, MO

Customer Location: Nevada, MO

Equipment Description: (5) Ford Police interceptors, (1) 1 ton pickup, (2) ½ ton pickups, (1) Grasshopper 725 DT mower, (1) John Deere 7700A fairway mower, (1) Dump truck, (1) loader/crawler and (1) court software

Equipment Cost: **\$537,927 (100% of costs) will need copies of invoices & titles**

Delivery Date: 2<sup>nd</sup> Quarter 2016

Term (months): Fixed Rate 1.90% Bank Qualified Tax Exempt  
5 annual payments @ \$110,807.33 beginning April 2017  
and Fixed Rate 1.90% Bank Qualified Tax Exempt  
3 annual payments @ \$4,976.51 beginning April 2017 (Grasshopper)

Structure Type: Municipal Lease

Residual (\$): None

Advance / Arrears: Arrears

Documentation/Filing Fee: \$0

Guarantors: None

The above quote assumes the following:

- **PAYMENTS HAVE NO APPLICABLE TAXES ADDED**
- Proposal is pending the review of requested financial information, equipment valuation, and subsequent approval of same.
- Proposal is valid until April 30, 2016. An IRS Form 8038 (G or GC) & Attorney Opinion letter must be provided as bank qualified tax exempt status
- Rate is indexed to a FHLB spread and subject to bank qualified tax exempt status. Non exempt rate is 3.07%
- Proposal assumes City will title vehicles in their name.

Thank you for the opportunity to provide this proposal. There are other financing options available. If after your review you would like to pursue another alternative, please feel free to contact me via phone @ 913-553-0922 or via email at ebunnell@arvest.com.

Compound Period ..... : Monthly

Nominal Annual Rate .... : 1.900 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/05/2016	523,552.00	1		
2 Payment	04/05/2017	110,807.33	1		
3 Payment	04/05/2018	110,807.33	1		
4 Payment	04/05/2019	110,807.33	1		
5 Payment	04/05/2020	110,807.33	1		
6 Payment	04/05/2021	110,807.33	1		

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 04/05/2016				523,552.00
2016 Totals	0.00	0.00	0.00	
1 04/05/2017	110,807.33	10,034.57	100,772.76	422,779.24
2017 Totals	110,807.33	10,034.57	100,772.76	
2 04/05/2018	110,807.33	8,103.13	102,704.20	320,075.04
2018 Totals	110,807.33	8,103.13	102,704.20	
3 04/05/2019	110,807.33	6,134.67	104,672.66	215,402.38
2019 Totals	110,807.33	6,134.67	104,672.66	
4 04/05/2020	110,807.33	4,128.47	106,678.86	108,723.52
2020 Totals	110,807.33	4,128.47	106,678.86	
5 04/05/2021	110,807.33	2,083.81	108,723.52	0.00
2021 Totals	110,807.33	2,083.81	108,723.52	
Grand Totals	554,036.65	30,484.65	523,552.00	

Compound Period ..... : Monthly

Nominal Annual Rate .... : 1.900 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	04/05/2016	14,375.00	1		
2 Payment	04/05/2017	4,976.51	1		
3 Payment	04/05/2018	4,976.51	1		
4 Payment	04/05/2019	4,976.51	1		

## AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 04/05/2016				14,375.00
2016 Totals	0.00	0.00	0.00	
1 04/05/2017	4,976.51	275.52	4,700.99	9,674.01
2017 Totals	4,976.51	275.52	4,700.99	
2 04/05/2018	4,976.51	185.42	4,791.09	4,882.92
2018 Totals	4,976.51	185.42	4,791.09	
3 04/05/2019	4,976.51	93.59	4,882.92	0.00
2019 Totals	4,976.51	93.59	4,882.92	
Grand Totals	14,929.53	554.53	14,375.00	

**SUBMISSION OF BIDS:**

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

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

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

**Date:** 03/04/2016

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**Company Name:** Commerce Bank

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**Authorized Signature:** *Frank Hill*

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**Name (please Print):** Frank Hill, Senior Vice President, Tax-Exempt Leasing and Finance

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**Company address:** 8000 Forsyth Boulevard, Suite 510, St. Louis, MO 63105

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**Phone:** 785-587-1541

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**Email:** frank.hill@commercebank.com

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# Commerce Bank

Member FDIC

8000 Forsyth Boulevard  
St. Louis, Missouri 63105-1797  
(314) 746-3678

03/07/2016

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

Dear Ms. Modlin:

On behalf of Commerce Bank, we would like to offer the following lease-purchase proposal for your consideration:

**Type of Financing:** A tax-exempt, State and Municipal Lease/ Purchase Agreement (the "Lease").

**Lessor:** Commerce Bank

**Lessee:** City of Nevada, MO

**Equipment:**

- 3 year: One (1) New Grasshopper 725 DT mower – Parks
- 5 year: Five (5) New Ford Police Interceptors - Police
- One (1) New 1 ton pickup - Fire
- Two (2) New 1/2 ton pickups - Parks
- One (1) New John Deere 7700A fairway mower - Parks
- One (1) New Dump truck - Public Works
- One (1) New Loader /crawler - Public Works
- One (1) New Court software - Court

**Total Finance Amount:** \$537,927.00  
*\*Commerce Bank will supply required documentation.*

**Commencement Date:** On or before 04/07/2016

**Base Term:** 3 and 5 years blended

**Interest Rate:** 1.72% fixed rate locked until 04/07/2016

**Payment Amount:** Please see attached amortization schedule

**Payment Frequency:** Annual/Arrears  
*\*The first payment is due one year after closing.*

**Documentation:** Shall be provided by Lessor. Funding of the Lease is contingent, in part; upon receipt and review by Lessor of executed Lease documentation in form acceptable to Lessor and Lessee.

**Interest Rate Adjustment:** The above quoted interest rate is based on a spread over the Three (3) and Five (5) year Interest Rate Swaps as quoted in the Federal Reserve Statistical Release H.15 (the "Index"). For Purposes of this proposal, as of 02/25/2016 the Three (3) interest rate swap is 0.86%, and Five (5) year interest rate swap is 1.08%.

In the event the transaction does not close by 04/07/2016, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 04/07/2016 based on changes in the Index between the Quote Date and the Commencement Date. The adjustment, if made, would preserve Lessor's original lease investment assumption on a nominal pre-tax yield basis.

**Early purchase Option:** In the event Lessee desires to prepay this lease, they may do so in whole, but not in part at a premium of the then current outstanding principal balance, calculated as follows; 3% in year (1), 2% in year (2), and 1% in each year thereafter until maturity. Provided however, that the Lessee is using internally generated funds to prepay the lease, the prepayment penalty would be waived and there would be no prepayment penalty on the agreement.

**General Terms:** This financing structure, rate and payment are based on the Transaction being designated as Tax Exempt and Bank Qualified under the IRC Section 103 and 265 b (3). The Lessee does not intend to issue more than \$10 million dollars in tax-exempt obligations in the current calendar year.

**Titles/Liens:** Lessor shall have a perfected security interest in the Equipment. Titled equipment will require a 1<sup>st</sup> lien position on the MSO and Title.

**Non-appropriation:** The Lease shall provide for Lessee to terminate the agreement at the end of any fiscal period if insufficient funds are available to make the scheduled Rental Payments due in the following fiscal period.

**Escrow:** Upon closing, funds shall be disbursed into an escrow account to be maintained by Commerce Trust as escrow agent. Upon final delivery and acceptance of all of the equipment, and receipt of Lessee's authorization to release funds, escrow agent shall disburse payment to the vendors. Terms, conditions, and procedures regarding escrow and escrow agreement are subject to mutual approval by Lessee and Lessor. It is intended that the interest earnings on un-disbursed funds shall accrue for the benefit of Lessee. An escrow account shall be established at Commerce Trust. There is a \$250.00 fee for the escrow account. Commerce Trust does assess a cash management fee which is deducted from the Escrow Earnings.

**Net Lease:** The lease shall be a net lease in all respects, and Lessee shall be responsible for all fees, charges, assessments or other costs and expenses of every nature whatsoever arising from the lease of the Equipment.

**Not a Commitment:** The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Commerce Bank and the negotiation of mutually acceptable documentation. These terms are being provided to the Lessee with the understanding that neither the terms nor their substance shall constitute a definitive agreement or an exhaustive statement of all terms and conditions which may ultimately be included in a transaction among Lessee and Lessor. This is a proposal only and not a commitment to lend. Final approval and funding of the transaction is based on a formal credit review by Lessor, including final lease documentation acceptable to both Lessee and Lessor.

This proposal is not intended to, and does not create, in any way, a legally binding or any other type of commitment or obligation on the part of Commerce Bank, or any of its/their subsidiaries, and/or any of its/their employees. Information regarding this proposal, including the financial statements of Lessee necessary to complete the credit process, may be provided to third party funding sources in either written or electronic format.

The representatives shown below are "not" Municipal advisors, financial advisors, agents or fiduciaries to any person or entity. The Bank and its representatives are responding to an RFP issued by the Lessee. Lessee acknowledges that it is entitled to engage municipal advisory services should it elect to do so. Commerce Bank is acting for its own loan account; this communication consists solely of general information under which Commerce Bank may be willing to fund a loan. Thank you for the opportunity to offer this proposal. We appreciate your consideration and look forward to your favorable response. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Andy Franklin  
Vice President

Phone 417-626-4044

[Andy.franklin@commercebank.com](mailto:Andy.franklin@commercebank.com)



Frank D. Hill

Senior Vice President, Tax Exempt-Leasing & Finance

Phone: 785-587-1541

[frank.hill@commercebank.com](mailto:frank.hill@commercebank.com)

City of Nevada 3 & 5 blended

Compound Period: Annual

Nominal Annual Rate: 1.720%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	4/7/2016	537,927.00	1		
2 Payment	4/7/2017	115,132.32	3	Annual	4/7/2019
3 Payment	4/7/2020	110,174.88	2	Annual	4/7/2021

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	4/7/2016				537,927.00
2016 Totals		0.00	0.00	0.00	
1	4/7/2017	115,132.32	9,252.34	105,879.98	432,047.02
2017 Totals		115,132.32	9,252.34	105,879.98	
2	4/7/2018	115,132.32	7,431.21	107,701.11	324,345.91
2018 Totals		115,132.32	7,431.21	107,701.11	
3	4/7/2019	115,132.32	5,578.75	109,553.57	214,792.34
2019 Totals		115,132.32	5,578.75	109,553.57	
4	4/7/2020	110,174.88	3,694.43	106,480.45	108,311.89
2020 Totals		110,174.88	3,694.43	106,480.45	
5	4/7/2021	110,174.88	1,862.99	108,311.89	0.00
2021 Totals		110,174.88	1,862.99	108,311.89	
Grand Totals		565,746.72	27,819.72	537,927.00	

Last interest amount increased by 0.03 due to rounding.

**SUBMISSION OF BIDS:**

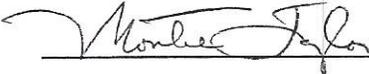
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Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

**Date:** 2/29/16

**Company Name:** Great Southern Bank

**Authorized Signature:** 

**Name (please Print):** Montie Taylor, VP

**Company address:** 201 East Cherry  
Nevada, Missouri 64772

**Phone:** 417-667-3347

**Email:** mtaylor@greatsouthernbank.com



Ms. Kristie Modlin  
City of Nevada  
Nevada, Missouri 64772

Re: Lease/Purchase Bid

Dear Ms. Modlin,

On behalf of Great Southern Bank, please accept the two proposals pertaining to lease/purchase financing as requested in your recent request for proposal.

1. Equipment: Vehicle lease/purchase totaling \$523,552.00  
Rate: 2.15% Fixed  
Term: Five Years  
Payment frequency: Annual Payment, commencing 12 months from the date of origination.  
Fees: None  
Prepayment penalty: None
  
2. Grasshopper mower lease/purchase totaling \$14,375.00  
Rate: 1.95% Fixed  
Term: Three years  
Payment frequency: Annual payment, commencing 12 months from the date of origination.  
Fees: None  
Prepayment penalty: None

It is our understanding that the City of Nevada will provide acceptable lease/purchase documentation prior to closing so that our Company may review the documents. The City of Nevada will also provide a letter of non-taxability and proof of insurance coverage should our bid be accepted.

Great Southern Bank will honor this proposal until May 1, 2016.

Yours truly,

A handwritten signature in black ink, appearing to read "Montie Taylor".

Montie Taylor VP



## AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$14,375.00	05-01-2016	05-01-2019					

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

**Borrower:** City of Nevada

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

Disbursement Date: May 1, 2016  
Interest Rate: 1.950

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

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	05-01-2017	4,982.38	284.21	4,698.17	9,676.83
2	05-01-2018	4,982.38	191.32	4,791.06	4,885.77
3	05-01-2019	4,982.38	96.61	4,885.77	0.00
<b>TOTALS:</b>		<b>14,947.14</b>	<b>572.14</b>	<b>14,375.00</b>	

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

## AMORTIZATION SCHEDULE

Principal	Loan Date	Maturity	Loan No	Call / Call	Account	Officer	Initials
\$523,552.00	05-01-2016	05-01-2021					

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

**Borrower:** City of Nevada

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

Disbursement Date: May 1, 2016  
Interest Rate: 2.150

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

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	05-01-2017	111,658.97	11,412.71	100,246.26	423,305.74
2	05-01-2018	111,658.97	9,227.48	102,431.49	320,874.25
3	05-01-2019	111,658.97	6,994.61	104,664.36	216,209.89
4	05-01-2020	111,658.97	4,725.99	106,932.98	109,276.91
5	05-01-2021	111,658.97	2,382.06	109,276.91	0.00
<b>TOTALS:</b>		<b>558,294.85</b>	<b>34,742.85</b>	<b>523,552.00</b>	

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

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

Date: 3/4/16

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

Authorized Signature: Tasha Barreau

Name (please Print): Tasha Barreau

Company address: 950 17th St., 7th Floor  
Denver, CO 80202

Phone: 303-330-4160

Email: tasha.barreau@usbank.com



All of **us** serving you®

**Government Leasing and Finance**

3/4/2016

City of Nevada  
110 South Ash Street  
Nevada, MO 64772

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

<b>Customer:</b>	City of Nevada, MO						
<b>Lessor:</b>	U.S. Bancorp Government Leasing and Finance, Inc.						
<b>PROPERTY:</b>	Vehicles Equipment and Software						
<b>EXPIRATION:</b>	April 29, 2016						
<b>LEASE QUOTE:</b>	<b>Amount</b>	<b>Rate</b>	<b>Payments</b>	<b>Factor</b>	<b>Pmts / Year</b>	<b>Term</b>	<b>Adv. / Arr.</b>
	14,375.00	1.55%	4,940.97	0.3437196	1	36 Months	Arrears
	523,552.00	1.73%	110,207.00	0.2104987	1	60 Months	Arrears

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. USBGLF has a Master lease in place with the City, and if awarded this would be schedule 4 to the Master. The 3 year piece will be combined with the 5 year for an all-encompassing amortization.

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

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

Sincerely,  
**Tasha Barreau**

Tasha Barreau  
Vice President  
U.S. Bancorp Government Leasing & Finance, Inc.  
Phone: 303-585-4053 Cell: 303-330-4160  
Email: tasha.barreau@usbank.com



All of us serving you<sup>®</sup>

Government Leasing and Finance

ACCEPTANCE:

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

ACCEPTED BY:

\_\_\_\_\_  
Name / Title

dated: \_\_\_\_\_

### Payment Schedules

*Assumes a start date of April 15, 2016*

<b>Totals</b>	14,822.91	14,375.00	447.91	0.00
<b>Date</b>	<b>Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>Ending Balance</b>
15-Apr-2017	4,940.97	4,718.16	222.81	9,656.84
15-Apr-2018	4,940.97	4,791.29	149.68	4,865.55
15-Apr-2019	4,940.97	4,865.55	75.42	0.00

<b>Totals</b>	551,035.02	523,552.00	27,483.02	0.00
<b>Date</b>	<b>Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>Ending Balance</b>
15-Apr-2017	110,207.00	101,149.55	9,057.45	422,402.45
15-Apr-2018	110,207.00	102,899.44	7,307.56	319,503.01
15-Apr-2019	110,207.00	104,679.60	5,527.40	214,823.40
15-Apr-2020	110,207.00	106,490.56	3,716.44	108,332.85
15-Apr-2021	110,207.00	108,332.85	1,874.16	0.00



All of **us** serving you®

**Government Leasing and Finance**

March 8, 2016

City of Nevada  
110 South Ash Street  
Nevada, MO 64772

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

<b>Customer:</b>	City of Nevada, MO						
<b>Lessor:</b>	U.S. Bancorp Government Leasing and Finance, Inc.						
<b>PROPERTY:</b>	Vehicles Equipment and Software						
<b>EXPIRATION:</b>	April 29, 2016						
<b>LEASE QUOTE:</b>	<b>Amount</b>	<b>Rate</b>	<b>Payments</b>	<b>Factor</b>	<b>Pmts / Year</b>	<b>Term</b>	<b>Adv. / Arr.</b>
	14,375.00	1.55%	4,940.97	0.3437196	1	36 Months	Arrears
	519,354.00	1.73%	109,323.33	0.2104987	1	60 Months	Arrears

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank N.A. escrow account should one be required. USBGLF has a Master lease in place with the City, and if awarded this would be schedule 4 to the Master. The 3 year piece will be combined with the 5 year for an all-encompassing amortization.

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

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

Sincerely,

*Tasha Barreau*

Tasha Barreau  
Vice President  
U.S. Bancorp Government Leasing & Finance, Inc.  
Phone: 303-585-4053 Cell: 303-330-4160  
Email: tasha.barreau@usbank.com



All of **us** serving you®

### Government Leasing and Finance

**ACCEPTANCE:**

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

ACCEPTED BY:

\_\_\_\_\_  
Name / Title

dated: \_\_\_\_\_

## Payment Schedules

*Assumes a start date of April 15, 2016*

<b>Totals</b>	14,822.91	14,375.00	447.91	0.00
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<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Ending Balance</u>
15-Apr-2017	4,940.97	4,718.16	222.81	9,656.84
15-Apr-2018	4,940.97	4,791.29	149.68	4,865.55
15-Apr-2019	4,940.97	4,865.55	75.42	0.00

<b>Totals</b>	546,616.65	519,354.00	27,262.65	0.00
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<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Ending Balance</u>
15-Apr-2017	109,323.33	100,338.51	8,984.82	419,015.49
15-Apr-2018	109,323.33	102,074.36	7,248.97	316,941.13
15-Apr-2019	109,323.33	103,840.25	5,483.08	213,100.88
15-Apr-2020	109,323.33	105,636.68	3,686.65	107,464.20
15-Apr-2021	109,323.33	107,464.20	1,859.13	0.00

# DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS  
\*\*NO FRONT AND BACK COPIES, PLEASE\*\*

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

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

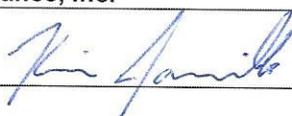
## Property Schedule No. 4

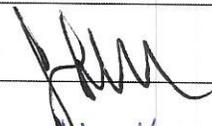
### Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 4** 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 15, 2016.
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 April 29, 2016.

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:	
Name:	<b>Kevin Jaramillo</b>
Title:	<b>Documentation Specialist</b>

<b>Lessee: City of Nevada</b>	
By:	
Name:	<b>JS Kehman</b>
Title:	<b>City Manager</b>

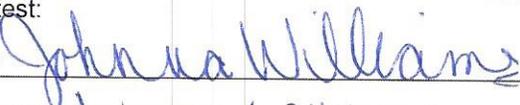
<b>Attest:</b>	
By:	
Name:	<b>Johanna Williams</b>
Title:	<b>Deputy City Clerk</b>

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 4** 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 Vehicles and Equipment - 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: \$518,236.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	15-Apr-2017	114,264.30	105,315.80	8,948.50	NA
2	15-Apr-2018	114,264.30	107,134.32	7,129.98	305,785.88
3	15-Apr-2019	114,264.30	108,984.23	5,280.07	196,801.65
4	15-Apr-2020	100,956.76	97,558.54	3,398.22	99,243.11
5	15-Apr-2021	100,956.76	99,243.11	1,713.65	0.00
<b>TOTALS</b>		<b>544,706.42</b>	<b>518,236.00</b>	<b>26,470.42</b>	

Interest Rate: 1.727%

Lessee: City of Nevada
By: 
Name: <u>J. Kehman</u>
Title: <u>City Manager</u>

EXHIBIT A

Property Description

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Ford Police Interceptors (5)  
1 ton pickup (1)  
1/2 ton pickup (2)  
Grasshopper 725 DT mower (1)  
John Deere 7700A fairway mower (1)  
Dump truck (1)  
Loader / crawler (1)  
Court software (1)

**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

23 March 2016

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. 4 to Master Tax-Exempt Lease/Purchase Agreement  
between U.S. Bancorp Government Leasing and Finance, Inc. and City of  
Nevada, MO

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. 4 (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.

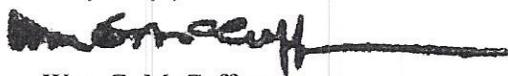
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

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,

A handwritten signature in black ink, appearing to read "Wm. G. McCaffree", with a long horizontal line extending to the right.

Wm. G. McCaffree

WGM:em

EXHIBIT 3

Lessee's General and Incumbency Certificate

GENERAL CERTIFICATE

Re: **Property Schedule No. 4** dated as of April 15, 2016 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 15, 2016, 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 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 15, 2016.

City of Nevada

By [Signature]  
Signature of Person to Execute Lease/Purchase Agreement

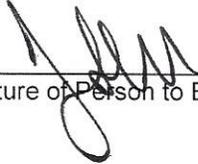
JA Kehman, City Manager  
Print Name and Title of Person to Execute Lease/Purchase Agreement

INCUMBENCY CERTIFICATE

Re: **Property Schedule No. 4** dated as of April 15, 2016 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.

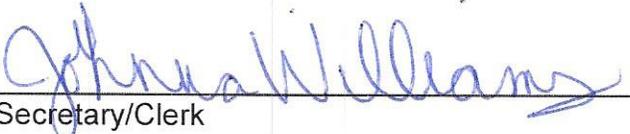
The undersigned, being the duly elected, qualified and acting Secretary or Clerk of the City of Nevada ("Lessee") does hereby certify, as of April 15, 2016, as follows:

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)

JB Kehoman, City Manager  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of April 15, 2016.

  
Secretary/Clerk

Print Name  
and Title: John 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. 4** 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

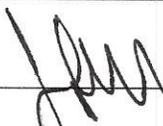
Not applicable.

**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: JN Kehomer
Title: City Manager

**Language for UCC Financing Statements**

**Property Schedule No. 4**

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. 4 dated April 15, 2016 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.

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: April 15, 2016

Property Schedule No: 4

To: City of Nevada (the "Lessee")

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

**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.**

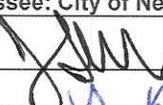
**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$518,236.00, 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. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. 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@MPAISK.ORG	

Lessee: City of Nevada
By: 
Name: J.D. Kehoma
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 303-585-4732. 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: \$518,236.00

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 4

## 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. 4 dated April 15, 2016, 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:	John Kehman
Title:	City Manager

## VEHICLE TITLING ADDENDUM

Master Tax-Exempt Lease/Purchase Agreement dated June 10, 2014 and related Property Schedule No. 4 dated April 15, 2016, 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.

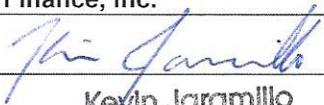
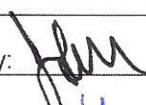
2. Location: Lessor agrees that in regard to the location of the equipment, Lessee must be responsible for maintaining records showing the location of each piece of Leased equipment. Lessee will report this location to Lessor upon written request by Lessor. Failure to do so shall constitute a breach 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>	<b>Lessee: City of Nevada</b>
By: 	By: 
Name: Kevin Jaramillo Documentation Specialist	Name: U.S. Kehrman
Title:	Title: City Manager
Date: 4/8/16	Date: 4/8/2016

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of April 15, 2016 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. 4 thereto dated April 15, 2016 (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 \$533,729.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

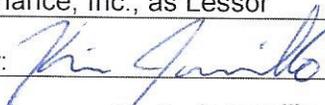
12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid,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

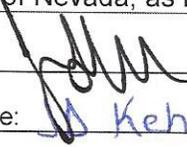
13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

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

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

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

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

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

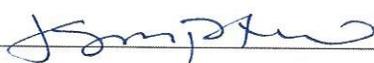
U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By: 
Name: <b>Jennifer M. Petrino</b>
Title: <b>Assistant Vice President</b>
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202

EXHIBIT 1

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

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

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

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

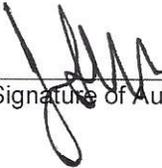
U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED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

**AUTOMATIC AUTHORIZATION**

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

City of Nevada

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

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

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

*JA Kehman, City Manager*  
\_\_\_\_\_  
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.

Exhibit 6

Class Action Negative Consent Letter

April 15, 2016

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,

Jennifer Petrino  
Vice President  
303-585-4597

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

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

Department of the Treasury  
Internal Revenue Service

▶ 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**

1 Issuer's name <b>City of Nevada, Missouri</b>		If Amended Return, check here <input type="checkbox"/>	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) <b>David S. Martin, Gilmore &amp; Bell, P.C.</b>		2 Issuer's employer identification number (EIN) <b>44-6000232</b>	
4 Number and street (or P.O. box if mail is not delivered to street address) <b>2405 Grand Blvd.</b>		3b Telephone number of other person shown on 3a <b>816-221-1000</b>	
Room/suite <b>1100</b>	5 Report number (For IRS Use Only) <b>3</b>		
6 City, town, or post office, state, and ZIP code <b>Kansas City, Missouri 64108</b>		7 Date of issue <b>04/15/2016</b>	
8 Name of issue <b>Property Schedule No. 4 to Master Tax-Exempt Lease Purchase Agreement with U.S. Bancorp Government Leasing &amp; Finance, Inc. dated April 15, 2016</b>		9 CUSIP number <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) <b>Kristie Modlin, City Treasurer</b>		10b Telephone number of officer or other employee shown on 10a <b>417-448-5503</b>	

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

11	Education		
12	Health and hospital		
13	Transportation		
14	Public safety		
15	Environment (including sewage bonds)		
16	Housing		
17	Utilities		
18	Other. Describe ▶ <b>Vehicles &amp; Equipment for Public Works, Parks, Fire, Police, and Courts</b>		
19	If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
20	If obligations are BANs, check only box 19b	<input type="checkbox"/>	
	If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	
18		518,236	00

**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	04/15/2021	\$ 518,236.00	\$ 518,236.00	2.958 years	1.7193 %

**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	518,236	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	518,236	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 . . . . .

32 Enter the remaining weighted average maturity of the bonds to be advance refunded . . . . . years

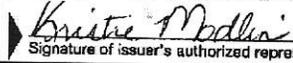
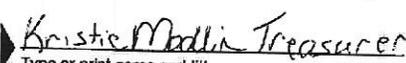
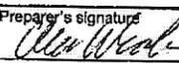
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) . . . . . years

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

For Paperwork Reduction Act Notice, see separate instructions.

**Part VI Miscellaneous**

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

<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	4/15/2016 Date	 Type or print name and title		
<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		04/15/2016		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	
	Firm's address ▶ 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108			Phone no. 816-221-1000	

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GILMORE & BELL  
GILMORE & BELL  
2405 GRAND BOULEVARD  
SUITE 1100  
KANSAS CITY, MO 64108  
UNITED STATES US

SHIP DATE: 15APR16  
ACTWGT: 1.0 LB MAN  
CAD: 05183957/CAFE2912

BILL SENDER

TO INTERNAL REVENUE SERVICE CENTER

1973 N. RULON WHITE BLVD.

OGDEN UT 84201

(816) 221-1000  
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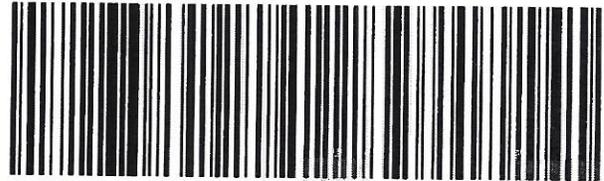
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SH OGDA

84201  
UT-US SLC

Part # 156148-434 NRIT V3 09-07



## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>City of Nevada, Missouri</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Political Subdivision</b>	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>110 S Ash</b>	Requester's name and address (optional) <b>US Bancorp-Attn Kevin Jaramillo          950 17th St, 7th Floor          Denver, CO 80202</b>	
	6 City, state, and ZIP code <b>Nevada, MO 64772</b>		
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
or										
<b>Employer identification number</b>										
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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Kristie Mollen</i>	Date ▶ <i>3/22/16</i>
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.