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## BOARD OF ALDERMAN – WORK SESSION AGENDA

TUESDAY, MAY 11<sup>th</sup>, 2021 at 6:30 p.m.  
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

### ROLL CALL

### PLEDGE OF ALLEGIANCE

### MOTION TO ADOPT AGENDA

### MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations, Citizens Requests:

1. Proclamation: Economic Development Week
2. Housing Update-Gail Noggle, Executive Director/Economic Development Alliance
3. Jacob Hake and Jordan Hillenburg, SBU Students - Presentation on Project for Siren Remote accompanied with Faculty Mentor Dr. Amos Gichamba, Computer and Information Sciences.
4. Fire Department Garage at PSC- Tabled Item 4/27/2021
5. Building Code Revision-Kyle Lee- Tabled Item 4/27/2021
6. Bill No. 2021-27: An Ordinance Authorizing an Agreement with Clayton Holdings, LLC for a Municipal Lease/Purchase Agreement for the Purchase of Vehicles for the Bolivar Police Department.
7. Bill No. 2021-28: An Ordinance Authorizing the City to Accept Quit Claim Deed to Certain Real Estate from the Jim Davolt Revocable Trust in Exchange for Consideration.
8. Special Event Application Review: Bolivar Community Play Day

Executive Session: **RSMo 610.021(1)** Legal Actions, Cause of Action, or litigation involving a public governmental body and Any confidential or privileged communications between a public governmental body or its representatives and its attorney.

\*IF UNABLE TO ACCESS FACEBOOK ACCOUNT, PLEASE CONTACT CITY CLERK FOR ADDITIONAL OPTIONS\*

**#wherelibertyflows**

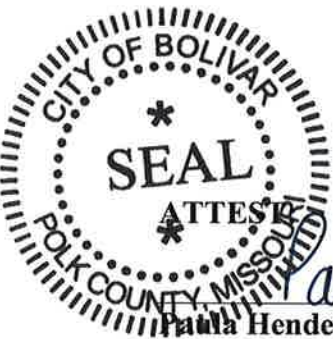
If you have a need for special accommodations,  
Please contact the City Clerk's office 24 hours prior to the meeting.



**CALL OF A WORK SESSION MEETING  
OF THE CITY OF BOLIVAR BOARD OF ALDERMEN.**

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday, May 11th, 2021, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.

Verbally Approved 5/7/2021 4:10p.m.  
**Christopher Warwick, Mayor**



*Paula Henderson*  
Paula Henderson, City Clerk

Posted:

4:18 PM  
5-7-2021  
PH

## **PROCLAMATION**

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers stimulate and incubate entrepreneurship in order to help establish the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers are engaged in a wide variety of settings including rural and urban, local, state, provincial, and federal governments, public-private partnerships, chambers of commerce, universities, and a variety of other institutions; and

WHEREAS, economic developers attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life in their regions; and

WHEREAS, economic developers work in the City of Bolivar within the State of Missouri; and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Aldermen of the City of Bolivar do hereby —

1. recognize May 9-15, 2021 as “National Economic Development Week” in the City of Bolivar and remind individuals of the importance of this community celebration which supports expanding career opportunities and improving quality of life.

BE IT FURTHER RESOLVED that the Board of Aldermen is authorized and directed to transmit an appropriate copy of this resolution to Economic Development Alliance of Bolivar and Polk County and the International Economic Development Council.

IN TESTIMONY WHEREOF the Mayor of the City of Bolivar and the President of the Bolivar Board of Aldermen have hereunto subscribed their names and have caused the Official Seal of the City of Bolivar to be hereunto affixed in on this 11<sup>th</sup> day of May, 2021.

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Mayor

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President of the Board of Aldermen

**About Economic Development Week:** *Economic Development Week is an event created by the International Economic Development Council to celebrate the achievements of economic developers. The third annual event will occur from May 9-15, 2021. Information can be found at [www.iedconline.org/edw](http://www.iedconline.org/edw).*

## PSC Garage Presentation summary review notes:

### **Why:**

- current station was built in 1983
- 2014 went full time and moved into PSC for rooms and space
- for 7 years have not been "living" with our trucks, this has affected response to our citizens and dept. moral.
- Our job is to find solutions to the problems we face.
- understanding the concerns of a complete new station right now, due to our recent discussion.
- the data page/evening response time in this packet really hit me, we are not serving the citizens to the best of our ability and how can we fix this time issue, that truly is life and death
- Trying to think outside the box, and ANY way to better this, we worked with Jerry and the public works to first think about a single garage, where the current engine parks during the day.
- Because of utilities, building design, and other factors, started looking at moving just west to the current two story part of the PSC.
- Jerry believes we have enough space for two pull through bays, therefore avoiding backing and even more quickening our response.

### **What:**

We are asking you tonight to consider building a 2.5 bay garage on the PSC. The overhead map and location identified in your packet

### **How/Who:**

This project could be done with PW labor, and costs would be purchasing materials. The prices listed on the drawings are the current material price, as of April 2021.

### **When:**

-We would look to build this before this winter. Jerry and the street department already have some big projects to get to this summer, but we believe we can get it done by Nov, Dec before winter, so those cold days the trucks could be parked inside and safe, and we could be with them

### **Financing:**

-30K would be taken from the already budgeted architect funds, the other 45, per Tracy, could be from Cares funds last year, capital, and we truly think even possibly relief funds that we should be receiving next week.

### **Cons:** So what are the cons

- Costs- 75 is still lots of money
- this is just a temporary fix to a long term problem(-all maintenance and daily vehicle checks will still have to happen at stn 1
- Still not ideal functionality..

- no storage space or additional space, including our Mutual aid engine
- can't make a jail a fire station, we need to make a fire station a fire station. The designs of a jail are not the same functional needs as a fire station design needs to be.
- temp, dynamic solution

### **Pros:**

- temp, dynamic solution
- Allows the crews to be with the emergency apparatus, therefore reducing response time, and providing the service to our citizens we know we can provide in a short time
- protects the apparatus, they wouldn't be in the sun baking, I have a citizen who anytime sees me first comment is are the trucks still sitting outside.
- pull through bays are high priority. The safety committee met last week with our insurance and the biggest # of claims we have is backing issues, which is why the 2.5 bay pull through is ideal.
- when a fire station is built, if staff and admin moves, the garages would still benefit PD some possible uses include: they could park in garage, secure vehicles while inside station, protecting on call responders vehicles from snow and ice to allow them to leave the station more rapidly, serve as a sheltered place to inspect seized equipment/vehicles serve as a physical training room. -So this project, while a short term fix for the fd,, can help long term for PD also.
- Much cheaper than 2.5 million for a fire station, and can be completed by this winter, even if we started moving forward on a new fire station today, it would still take 2 years to be ready, and we would still have this issue for two years.
- The fire staff is on board with this, Tracy is on board, the mayor is on board, Jerry is on board, and any time we can provide a better service to our citizens, I am guessing they are on board.
- When we do build fire station, this will allow us to work out of these garages, and we wouldn't have vehicle location issues during construction
- future renovation of current station 1 is another option but will also bring it up to code, require more engineering ... which will add costs which will require financing therefore making this option cheaper

Our new vision states BCFD is a dynamic fire department preparing, planning and responding to meet the ever changing needs of the Citizens of Bolivar and our community by lifting up and serving others before ourselves.

- This is a true dynamic solution to our problems for the last 7 years. Then with this solution, we can take the time and thought to work on the station in a not rushed timeline.

This solution helps our family serve and protect the lives and property of your families. Now what questions do you have?

## DISCUSSION ITEMS:

### Items following up on:

1. Breakdown of actual costs-Still working on as of packet time.
2. Conversation with Kyle about sign off/ engineer needed, engineer costs. All items are pre-engineered, including roof joists. Using pre-built would follow established procedure of what City has allowed in past on commercial buildings.
3. Cost of stucco- Still working on as of packet time.

### Questions that were brought up:

1. What is included in \$75000 price tag? Chuck Brown designed it, a city employee. He got prices from multiple vendors and the project price was padded \$10000 to include possible increases. We can come back as we get closer if prices rise. Includes lighting, walls, spray foam insulation, garage doors, cement, basic electrical.
2. Spray foam is included, concrete is included.
3. Is there a need for engineering and what about traffic study? Due to the limited land for driveways, we can respond and go around the block. While there might be a small impact to the neighborhood, FD and Police already respond from this location. We would meet all traffic regulations of city pertaining to Walnut/pike intersection. Entrance would be at least 50 foot away from intersection. Springfield Station 1 has an angled entrance on Grand St. across from MSU.
4. Would it be classified as a commercial structure? Yes.What is needed has been discussed with Kyle, but all supplies/trusses will be engineered.using this prescriptive method allows us to save the costs of having the addition engineered.
5. What would the bays be used for after the new Fire station was built? When FD moves, bays could be used numerous ways for PD, on duty parking, secure parking, etc.
6. Who is going to build this? Public works crews after major summer projects.
7. Where would it be built? On two story SW corner of building
8. Costs for stucco are included in updated materials
9. Type of building? Metal building with wood studs - and brick accents to complement the existing structure
10. If we would pull out concrete costs, how much costs of simply structure? Cost breakdown included with this packet
11. How long would this meet the needs of the FD? How long till we would need the Fire station? The sooner the better. This project still doesn't meet all needs, but temporarily will meet needs, and will also ensure operations when the new station is built as a garage will be needed.This garage addresses the most important, immediate need - improving response time to a call. But it does not address the future growth of the City, for example: provide a decontamination room to leave gear where carcinogens can be cleaned from equipment and it also limits the police department from expanding and utilizing the garage to improve their services
12. How can we ensure these funds are not going to waste? PD can utilize this in numerous ways, protect vehicles, secure vehicles, and safely walk to vehicles. Responding to a call

not through the north parking area, but directly to the road, increasing safety. Also reduces their backing with pull through bays.

13. Would it be cheaper to add sleeping quarters to station one then garages to PSC?

Station 1 would not provide needed space to infill for sleeping, offices and bays, the garage bays are not big enough for today's size of apparatus, which we would then need still more space to properly service equipment, complete daily inspections and house additional gear and equipment. For this option, it would be ideal to build new bays, then gut and infill current station with living quarters, offices, storage etc. Would be a significant cost and time difference.

From Chief Webb on ways to utilize garages if FD would move out of PSC:

1. Well we could park vehicles inside.

2. We could use for a covered processing (fingerprints, DNA, Photography, body fluids or hidden drug compartments ) area when we recover stolen vehicles or vehicles involved in crimes.

3. Place security fence around it so vehicles could be in a secured compound area accessible only by police personnel.

4. purchase mats so we could practice our defensive tactics in a large open area.

5. We could use it to practice vehicle stops and control the lighting.

**ORDINANCE COVER SHEET**

**Bill No. 2021-27**

**Ordinance No. \_\_\_\_\_**

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CLAYTON HOLDINGS, LLC FOR A MUNICIPAL LEASE/PURCHASE AGREEMENT FOR THE PURCHASE OF VEHICLES FOR THE BOLIVAR POLICE DEPARTMENT.”**

**Filed for public inspection on \_\_\_\_\_.**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Vote by the Board of Aldermen on \_\_\_\_\_:**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**\_\_\_\_\_ Approved by the Mayor on \_\_\_\_\_.**

**\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.**

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**Bill Effective Date: \_\_\_\_\_.**



**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH CLAYTON HOLDINGS, LLC FOR A MUNICIPAL LEASE/PURCHASE AGREEMENT FOR THE PURCHASE OF VEHICLES FOR THE BOLIVAR POLICE DEPARTMENT.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

**Section I:** The City is hereby authorized to enter into an agreement with Clayton Holdings, LLC for a municipal lease/purchase agreement to purchase vehicles for the City’s police department; with such contract pricing and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

**Section II:** The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

**Section III:** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

\_\_\_\_\_  
**Christopher Warwick, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Paula Henderson, City Clerk**



## CLAYTON HOLDINGS, LLC

### STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT

Lease Number: 5000137-006

This State and Municipal Lease/Purchase Agreement (the "Lease") is made and entered into on this, the Third day of May, 2021 by and between Clayton Holdings, LLC with offices at 8000 Forsyth Boulevard, Suite 510, St. Louis, Missouri 63105 (together with its successors and assigns, herein called the "Lessor"), and City of Bolivar, Missouri with its principal address at 345 S. Main Ave., Bolivar, Missouri 65613 (together with its permitted successors and assigns, herein called the "Lessee"), wherein it is agreed as follows:

1. **LEASE OF EQUIPMENT:** Lessee hereby requests Lessor to acquire the equipment described in Schedule A attached hereto and made a part hereof. Subject to the terms and conditions hereof, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment described in Schedule A, with all replacements, repairs, additions and accessories incorporated therein or affixed thereto (herein collectively called the "Equipment").
2. **DELIVERY AND ACCEPTANCE:** Lessee agrees to order the Equipment on behalf of Lessor from the supplier of such Equipment. Lessor will not be liable for specific performance of this Lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee will cause the Equipment to be delivered at the location specified in Schedule A (the "Equipment Location"). Lessee is solely responsible for the selection of the Equipment and the vendor from which the Equipment is purchased. Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Any delay in such delivery will not affect the validity of this Lease. To the extent funds are deposited with a bank or trust company in an escrow fund for the acquisition of the Equipment, such funds shall be disbursed as provided in the agreement pursuant to which such fund is established (the "Escrow Agreement"). Lessee will immediately accept the Equipment as soon as it has been delivered and is operational, or as soon as any manufacturer or vendor pre-acceptance test period has expired. In the event the Equipment is not accepted by Lessee within thirty (30) days from the date of its delivery, Lessor, at Lessor's sole option, will have the right to terminate this Lease. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a delivery and acceptance certificate in the form of Schedule B attached hereto and made a part hereof (the "Acceptance Certificate"). Lessee hereby authorizes the Lessor to add to this Lease and to any other description of the Equipment the serial number of each item of Equipment, when available.
3. **TERM:** This Lease will become effective upon the execution hereof by Lessee and Lessor. Lessee's obligation to pay rent under this Lease will commence on the date that funds are advanced by Lessor to pay the vendor of the Equipment or are deposited with a bank or trust company in an escrow fund pursuant to the Escrow Agreement, if any (the "Start Date"), and will extend for an initial term through the end of Lessee's fiscal year containing the Start Date. The term of this Lease is subject to renewal on a year-to-year basis for the number of annual fiscal periods necessary to comprise the lease term as set forth in Schedule C attached hereto and made a part hereof (the "Lease Term"). At the end of the initial term and any renewal term, Lessee will be deemed to have exercised its option to renew this Lease for the next annual renewal term, unless Lessee has exercised its right to terminate the Lease pursuant to Section 8 below.
4. **RENT:** Lessee agrees to pay Lessor the rental payments for the Equipment as set forth in Schedule C (the "Rental Payments"). A portion of each Rental Payment is paid as and represents the payment of interest as set forth in Schedule C. The Rental Payments will be payable without notice or demand, at the office of Lessor (or such other place as Lessor may designate in writing, from time to time) and will commence on the Start Date. For clarity, Lessee hereby authorizes Lessor to update Schedule C with the Start Date and actual due dates for Rental Payments based upon the frequency of payments stated on Schedule C. Any notice, invoicing, purchase orders, quotations or other forms or procedures requested by Lessee in connection with payment will be fully explained and provided to Lessor sufficiently in advance of the payment due date for the completion thereof by Lessor prior to such payment date, but none of the foregoing will be a condition to Lessee's obligation to make any such payment. If Lessee fails to pay any Rental Payment or any other sums under this Lease within ten (10) days when the same becomes due, Lessee shall pay to Lessor (in addition to and not in lieu of other rights of Lessor) a late charge equal to the greater of five (5%) percent of such delinquent amount or Twenty-Five Dollars (\$25.00), but in any event not more than the maximum amount permitted by law. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee and will not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 8 HEREOF, LESSEE'S OBLIGATION TO MAKE RENTAL PAYMENTS SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND WILL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

Notwithstanding the foregoing, the interest portion of the Rental Payments on Schedule C will be adjusted, and Lessor will provide Lessee a revised Schedule C reflecting such adjustment in the event that it is determined that any of the interest portions of Rental Payments set forth in Schedule C may not be excluded from Lessor's gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees that the interest portion of the Rental Payments on Schedule C will be adjusted commencing with the first day of the next succeeding fiscal year of the Lessee, but only if this Lease is renewed for such fiscal year, and thereafter, so that Lessor will be in the same after-tax position that it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

5. **AUTHORITY AND AUTHORIZATION:** Lessee represents, warrants and covenants that (a) it will do or cause to be done all things necessary to preserve and keep in full force and effect (i) its existence, and (ii) subject to Section 8 hereof, this Lease; (b) it has complied with all bidding and budgeting requirements where necessary and by due notification has presented this Lease to Lessee's governing body for approval and adoption as a valid obligation on its part and that all requirements have been met and procedures have been followed to ensure the enforceability of this

Lease; (c) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal year period; (d) no event has occurred and no condition exists which, upon the execution of this Lease or with notice or the passage of time or both, would constitute a default under any debt, revenue or purchase obligation which it has issued or to which it is a party (the "Obligation") nor has it been in default under any Obligation at any time during the past five (5) years, and (e) no lease, rental agreement or contract for purchase, to which Lessee has been a party, at any time during the past five (5) years, has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal period.

6. **REPRESENTATIONS, COVENANTS AND WARRANTIES REGARDING TAX-EXEMPT STATUS:** Lessee warrants and covenants that (i) it is a state, or a political subdivision thereof, within the meaning of Section 103 of the Code, and the related regulations and rulings thereunder; (ii) subject to Section 8 hereof, Lessee intends that its obligation under this Lease will constitute an enforceable obligation issued by or on behalf of a state, or political subdivision thereof, such that the interest portions of Rental Payments as shown in Schedule C, will not be includable in the gross income of Lessor for the purposes of federal income taxation; (iii) this Lease represents a valid deferred payment obligation of Lessee for the amount herein set forth; (iv) Lessee has the legal capacity to enter into this Lease and is not in contravention of any state, county, district, city or town statute, rule, regulation or other governmental provision; (v) during the Lease Term, the Equipment will not be used in a trade or business of any other person or entity; (vi) Lessee will complete and file on a timely basis, Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (vii) Lessee will not take any action or permit the omission of any action reasonably within its control which action or omission will cause the interest portion of any Rental Payment hereunder to be includable in gross income for federal income taxation purposes.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Start Date occurs is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which the Start Date occurs, without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee further represents as follows:

- (a) The estimated total costs of the Equipment will not be less than the total principal amount of the Rental Payments.
- (b) The Equipment has been ordered or is expected to be ordered within six months of the effective date of this Lease, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months of the effective date of this Lease.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of Rental Payments.
- (d) The Equipment has not been, and is not expected to be, sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the final Rental Payment.
- (e) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable.

7. **APPROPRIATIONS AND ESSENTIAL USE:** Lessee reasonably believes that sufficient funds can be obtained to make all Rental Payments during the Lease Term. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain funds from which the Rental Payments, including any Rental Payments required by Section 4 hereof, may be made, including making provisions for such payments, to the extent necessary, in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend this Lease for any subsequent annual fiscal period is solely within the discretion of the then current governing body of Lessee. Lessee currently intends to make the Rental Payments for the full Lease Term if funds are legally available therefor, and in that regard Lessee represents that (a) the use of the Equipment is essential to its proper, efficient, and economic functioning or to the services that it provides to its citizens; (b) Lessee has an immediate need for and expects to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment will be used by the Lessee only for the purpose of performing one or more of its governmental or proprietary functions consistent with the permissible scope of its authority.

8. **NONAPPROPRIATION OF FUNDS:** In the event insufficient funds are appropriated and budgeted to pay Rental Payments required by Section 4 hereof and any other amounts payable under this Lease, for any fiscal period in which the Rental Payments for the Equipment are due under this Lease, then, without penalty, liability or expense to Lessee, this Lease will thereafter terminate on the last day of the fiscal period for which appropriations were made, except as to (i) the portions of the Rental Payments herein agreed upon for which funds have been appropriated and budgeted or are otherwise available and (ii) Lessee's other obligations and liabilities under this Lease relating to, accruing or arising prior to such termination. Lessee will, not less than sixty (60) days prior to the end of such applicable fiscal period, in writing, notify Lessor of such occurrence, but failure to give such notice will not prevent such termination. In the event of such termination, Lessee agrees to immediately cease use of the Equipment and peaceably surrender possession of the Equipment to Lessor on the day of such termination, packed for shipment in accordance with manufacturer's specifications and eligible for manufacturer's maintenance, and freight prepaid and insured to any location in the continental United States designated by Lessor, all at Lessee's expense. Lessor may exercise all available legal and equitable rights and remedies in retaking possession of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment to Lessor upon termination of this Lease under this section, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to deliver possession of the Equipment.

9. **EXCLUSION OF WARRANTIES; LIMITATIONS OF LIABILITY; DISCLAIMER OF CONSEQUENTIAL DAMAGES:** LESSEE HAS SELECTED BOTH THE EQUIPMENT AND THE VENDOR(S) FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT IN RELIANCE HEREON. LESSEE ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY LESSEE, THAT LESSOR IS NOT A MANUFACTURER, VENDOR, DISTRIBUTOR OR LICENSOR OF SUCH EQUIPMENT, AND THAT LESSOR LEASES THE

EQUIPMENT AS IS AND HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO INCLUDING ANY WARRANTIES OF TITLE OR AGAINST INFRINGEMENT OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR PRACTICE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED BY LESSOR AND IN NO EVENT SHALL LESSOR BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE SALE, LEASE, USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT, INCLUDING INTERRUPTION OF SERVICE, LOSS OF DATA, LOSS OF REVENUE OR PROFIT, LOSS OF TIME OR BUSINESS, OR ANY SIMILAR LOSS, EVEN IF ANY SUCH PERSON IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS LEASE.

Lessee acknowledges that neither the original vendor nor licensor of the Equipment (including the salespersons of any of them) is an agent of Lessor, nor are they authorized to waive or alter any terms of this Lease. Lessee hereby waives any claim (including any claim based on strict or absolute liability in tort) it might have against Lessor or any assignee of the Lessor for any loss, damage or expense caused by or with respect to the Equipment. Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law and so long as no Event of Default has occurred pursuant to Section 20 below, all manufacturer's warranties, if any, that it may have with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in its own name any warranty, representation or other claim enforceable against the manufacturer. Lessor assumes no responsibility for shipment, delivery, installation or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage or otherwise, will be made against the manufacturer. Lessor, at its option, may provide in its purchase order that the manufacturer agrees that any of such claims may be made by Lessee directly against the manufacturer. The obligation of Lessee to pay the Rental Payments as defined in Section 4 will not be abated, impaired or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects or otherwise.

10. **TITLE, SECURITY INTEREST:** During the Lease Term, title to the Equipment is deemed to be in Lessee so long as no Event of Default pursuant to Section 20 below has occurred and/or this Lease has not been terminated pursuant to the provisions of Section 8 above, subject to a first priority security interest in the Equipment which is retained by Lessor. Upon the earlier of (i) termination of this Lease in accordance with Section 8 above or (ii) the occurrence of an Event of Default by Lessee pursuant to Section 20 below, title will immediately revert to Lessor free of any right, title or interest of Lessee unless Lessor elects otherwise. In order to secure all of Lessee's obligations hereunder, Lessee hereby (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all rights, titles and interest of Lessee in this Lease, the Equipment and in all additions, attachments, accessions, accessories, replacements and improvements thereto, now or hereafter acquired, together with all rents, issues, income, profits and proceeds thereof, including insurance proceeds; (b) agrees that financing statements evidencing Lessor's security interest may be filed; and (c) agrees to execute and deliver all certificates of title and other instruments necessary or appropriate to evidence and perfect such security interest. As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instrument from time to time comprising the escrow fund, if any, established under the Escrow Agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.
11. **PERSONAL PROPERTY:** Lessor and Lessee agree that the Equipment is, and will remain, personal property and will not be deemed to be affixed or attached to real property or any building thereon. Notwithstanding the foregoing, for purposes of providing notice to third parties, Lessee agrees that, upon Lessor's request, it will provide the legal description of all real property where any of the Equipment is or will be installed, and Lessee agrees that financing statements evidencing Lessor's security interest may be filed in the real property records. If requested by Lessor, Lessee will, at Lessee's expense, furnish to Lessor landlord or mortgagee waiver with respect to the Equipment.
12. **USE; REPAIRS:** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and will comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its sole costs and expense, will maintain the Equipment according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and will furnish proof of such maintenance, if requested by Lessor and will furnish all needed servicing and parts, which parts will become part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement with a party satisfactory to Lessor.
13. **ALTERATIONS:** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent, and any permitted alteration or attachment which cannot be readily removed without damaging the Equipment's originally intended function or value will become part of the Equipment.
14. **LOCATION; INSPECTION:** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location without Lessor's prior written consent, which consent will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operations.
15. **LIENS AND TAXES:** Lessee will keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee will pay, when due, all charges and taxes (federal, state and local) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor will have the right, but will not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes for which Lessee is responsible or liable under this Lease, Lessee will, upon demand, reimburse Lessor therefor.
16. **RISK OF LOSS; DAMAGE; DESTRUCTION:** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment will relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair (the proceeds of any insurance recovery will be applied to the cost of such repair). If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, will (a) replace the same with like equipment in good repair; or (b) on the next Rental Payment date pay to Lessor (i) all amounts owed by Lessee under this Lease, including the Rental Payment due on such date, and (ii) an amount not less than the balance of the Rental Payments then remaining unpaid hereunder. In the event that Lessee is obligated to make such payment with respect to less

than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Rental Payment and the balance of the Rental Payments then remaining unpaid hereunder, as applicable, to be made by Lessee with respect to the Equipment which has suffered the event of loss.

- 17. INSURANCE:** Lessee will, at its expense, maintain at all times during the Lease Term (a) fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as will be satisfactory to Lessor. In no event will the insurance limits be less than the greater of (i) an amount equal to the balance of the Rental Payments then remaining for the Lease Term or (ii) any minimum required by any co-insurance provisions of such insurance, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the state in which Lessee is located. Each insurance policy required by clause (b) of the preceding sentence will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, as appropriate, and each insurance policy required by the preceding sentence will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns, as their interest may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice hereof and make available to Lessor all information and documentation relating thereto. Notwithstanding the foregoing, with Lessor's prior written consent, Lessee may self-insure against any and all risks for which insurance is required.
- 18. ADVANCES:** In the event Lessee fails to maintain the insurance required by this Lease or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the premiums on the same and make such repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent payable by Lessee. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 1.5% per month or the maximum permitted by law, whichever is less. Unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Equipment. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Equipment, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges Lessor may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as additional rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.
- 19. INDEMNIFICATION:** To the extent permitted by law, and solely from legally available funds, Lessee agrees to indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorneys' fees and court costs) arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation or return and the recovery of claims under insurance policies thereon.
- 20. EVENTS OF DEFAULT:** The Term "Event of Default" as used in this Lease, means the occurrence of any one or more of the following events: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of this Lease, and any such failure continues for ten (10) days after the date thereof; (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within ten (10) days after written notice thereof by Lessor; (c) the discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any document delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (d) Lessee becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial part of its assets, a petition for relief is filed by Lessee under federal bankruptcy, insolvency or similar laws, or a petition in a proceeding under any bankruptcy, insolvency or similar laws, is filed against Lessee and is not dismissed within thirty (30) days thereafter; (e) Lessee suffers an adverse material change in its financial condition or operations from the date hereof and, as a result, Lessor deems itself insecure; or (f) Lessee is in default under any other agreement executed at any time with Lessor or its affiliates, or under any other agreement or instrument by which it is bound.
- 21. REMEDIES:** Upon the occurrence of an Event of Default, Lessor shall have the right, at its sole option, to exercise any one or more of the following remedies: (a) by written notice to Lessee, declare an amount equal to all amounts then due under this Lease and all remaining Rental Payments which will become due during the then current fiscal year of Lessee to be immediately due and payable, whereupon the same will become immediately due and payable and such amounts shall thereafter bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less; (b) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly cease use and return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option and with or without terminating the Lease Term, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same, without liability to Lessor or its agents for such entry or for damage to property or otherwise; (c) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for (i) all Rental Payments and other payments due to the effective date of such selling, leasing or subleasing, and (ii) for the difference between the net purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the remaining amounts payable by the Lessee through the end of the then current fiscal year of Lessee hereunder; and (d) exercise any other right, remedy or privilege which may be available to it under applicable law, including the right to (i) proceed by appropriate court action to enforce the terms of this Lease, (ii) recover damages for the breach of this Lease, and (iii) rescind this Lease as to any or all of the Equipment. If Lessee fails to cease use and deliver possession of the Equipment upon the occurrence of an Event of Default, Lessee shall be responsible for the payment of damages in an amount equal to (a) the portion of Rental Payments that is attributable to the number of days after the termination during which Lessee fails to cease use and deliver possession of the Equipment and (b) any other loss suffered by Lessor as a result of Lessee's failure to cease use and deliver possession of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

- 22. EARLY PURCHASE OPTION; PREPAYMENT:** Lessee may, upon sixty (60) days prior written notice to Lessor, and provided Lessee has fully paid and performed all other obligations hereunder and provided no Event of Default has occurred and is continuing, pay to Lessor on any regularly scheduled Rental Payment date the applicable amount set forth on Schedule C attached hereto, whereupon title to the Equipment will become

unconditionally vested in Lessee, and Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, where is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor.

Upon delivery by Lessee of a final acceptance certificate, any remaining monies in any escrow fund established under the Escrow Agreement shall be paid to Lessor, for credit, first, to the next Rental Payment due, and, second, to the prepayment of the principal portion of future Rental Payments hereunder in the manner directed by Lessor, in its sole discretion, unless Lessor directs that payment of such amount be made in such other manner directed by Lessor that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest portions of Rental Payments from gross income for federal income tax purposes. If any amount is applied against the outstanding principal components of Rental Payments, Schedule C attached hereto will be revised accordingly.

**23. DETERMINATION OF FAIR PURCHASE PRICE:** Lessee and Lessor hereby agree and determine that the Rental Payments payable during the Lease Term represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 22 represents the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Lease or to exercise its option to purchase the Equipment. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Lease, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that this Lease will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Lease Term does not exceed the useful life of the Equipment.

**24. ASSIGNMENT:** Except as expressly provided herein, Lessee will not (a) assign, transfer, pledge, hypothecate or grant any security interest in, or otherwise dispose of, this Lease or the Equipment or any interest in this Lease or the Equipment or (b) sublet or lend the Equipment or permit the Equipment to be used by anyone other than Lessee or Lessee's employees, unless Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such action will not adversely affect the exclusion of the interest portions of the Rental Payments from gross income for federal income tax purposes.

Lessor, without the consent of Lessee, may assign all or any portion or portions of its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease, and/or grant or assign all or any portion or portions of its security interest in this Lease and the Equipment, in whole or in part to various assignees, their agents or trustees (each and any one hereinafter referred to as an "Assignee"). Any such assignment to an Assignee may provide that the Lessor or the Assignee will act as a collection and paying agent for owners of certificates of participation in this Lease, or may provide that a third-party trustee or agent will act as collection and paying agent for any Assignee, provided that any such trustee or agent will maintain registration books as a register of all persons who are owners of certificates of participation or other interest in Rental Payments and Lessee receives written notification of the name and address of the trustee or agent and a copy of the pooling and fractionalization agency or trustee agreement, if any. Any such Assignee will have all of the assigned rights of Lessor under this Lease. Subject to the foregoing, this Lease will inure to the benefit of and will be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Any assignment or reassignment of any of Lessor's right, title or interest in this Lease or the Equipment will be effective upon receipt by Lessee of a duplicate original of the counterpart document by which the assignment or reassignment is made, disclosing the name and address of each such Assignee and, where applicable, to whom further payments hereunder should be made. During the Lease Term, Lessee covenants that it will keep a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations, proposed or existing, from time to time promulgated thereunder. Lessee agrees to acknowledge in writing any assignments if so required.

Lessee agrees that, upon notice of assignment, if so instructed it will pay directly to the Assignee, or its trustee or agent without abatement, deduction or setoff all amounts which become due hereunder. Lessee further agrees that it will not assert against any Assignee, or its trustee or agent, any defense, claim, counterclaim or setoff Lessee may have against Lessor.

**25. FINANCIAL STATEMENTS:** Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred twenty (120) days of Lessee's fiscal year-end; and (ii) within a reasonable period of time, any other financial information Lessor requests from time to time.

**26. NATURE OF AGREEMENT:** Lessor and Lessee agree that upon the due and punctual payment and performance of the installments of Rental Payments and other amounts and obligations under this Lease, title to the Equipment will vest permanently in Lessee as provided in this Lease, free and clear of any interest, lien or security of Lessor therein.

**27. AMENDMENTS:** This Lease may be amended or any of its terms modified in any manner by written agreement of Lessee and Lessor. Any waiver of any provision of this Lease or of any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**28. NOTICES:** All notices to be given under this Lease must be made in writing and mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice is effective upon receipt.

**29. SECTION HEADINGS:** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**30. GOVERNING LAW:** This Lease will be governed by the provisions hereof and by the laws of the State where Lessee is located.

**31. FURTHER ASSURANCES:** Lessee will deliver to Lessor (i) an opinion of counsel in substantially the form of Schedule D attached hereto or as Lessor may otherwise request; and (ii) if applicable, a certificate of a duly authorized official as to designation as a qualified tax-exempt obligation. Moreover, Lessee will execute or provide, as requested by Lessor, any documents and information that are reasonably necessary with respect to the transaction contemplated by this Lease.

- 32. ENTIRE AGREEMENT:** This Lease, together with the Schedules attached hereto and made a part hereof and other attachments hereto and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease will not be modified, amended, altered or changed except with the written consent of Lessee or Lessor.
- 33. SEVERABILITY:** Any provision of this Lease found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Lease.
- 34. WAIVER:** The waiver by Lessor of any breach by Lessee of any term, covenant or condition, hereof will not operate as a waiver of any subsequent breach hereof.
- 35. ELECTRONIC TRANSACTIONS.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- 36. ROLE OF LESSOR:** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Lease. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT, ARE NOT ENFORCEABLE. TO PROTECT YOU (LESSEE(S)) AND US (LESSOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**BY SIGNING BELOW, YOU AND WE AGREE THAT THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN US.**

<b>Lessor:</b> <u>Clayton Holdings, LLC</u>	<b>Lessee:</b> <u>City of Bolivar, Missouri</u>
<b>Authorized Signature:</b>  _____	<b>Authorized Signature:</b>  _____
<b>Printed Name:</b> _____	<b>Printed Name:</b> <u>Chris Warwick</u>
<b>Title:</b> _____	<b>Title:</b> <u>Mayor</u>
<b>Date:</b> _____	<b>Date:</b> _____
	<b>EIN:</b> <u>44-6000140</u>

**SCHEDULE A TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000137-006**

Location of Equipment	
Street: 221 W. Walnut City: Bolivar State: MO Zip Code: 65613	
Description of Equipment	Equipment Cost
One (1) 2021 Dodge Durango Pursuit Vehicle with upfitting and equipment. VIN 1C4RDJFG5MC659363	\$45,394.18
One (1) 2021 Dodge Durango Pursuit Vehicle with upfitting and equipment. VIN 1C4RDJFG4MCSS9368	\$43,144.16
One (1) 2021 Dodge Durango Pursuit Vehicle with upfitting and equipment. VIN 1C4SDJFT6MC643574	\$43,144.16
<b>Total</b>	<b><u>\$131,682.50</u></b>

Lessee hereby certifies that the description of the property set forth above constitutes a complete and accurate description of all Equipment as subject to in the Lease.

<p>Lessee: <u>City of Bolivar, Missouri</u></p> <p>Authorized Signature: _____</p> <p>Printed Name: <u>Chris Warwick</u></p> <p>Title: <u>Mayor</u></p> <p>Date: _____</p>
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**SCHEDULE B TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000137-006  
DELIVERY AND ACCEPTANCE CERTIFICATE**

TO: Clayton Holdings, LLC

Reference is made to the State and Municipal Lease/Purchase Agreement between the undersigned City of Bolivar, Missouri ("Lessee"), and Clayton Holdings, LLC ("Lessor"), dated the Third day of May, 2021 ("Lease") and to the Equipment, as such term is defined therein. In connection therewith, we hereby certify as follows:

**Acceptance Certifications:**

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.
2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.
3. We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.
5. We are currently maintaining the insurance coverage required by **Section 17** of the Lease.
6. The serial number for each item of Equipment which is set forth on Schedule A to the Lease is correct.

**Payment Direction:**

Lessor is directed to disburse the following amounts to pay the costs of the Equipment and related costs pursuant to the Lease and the below instructions. Lessee agrees that the "Start Date" for Rental Payments under the Lease will be the date on which Lessor makes such disbursement, and Lessor is authorized to complete that date on the Payment Schedule attached as **Schedule C** to the Lease.

Payee Name and Address & Description of Cost Paid (if not to Vendor)	Amount to be Paid	Payment Delivery Instructions (if not provided on attached invoice)
City of Bolivar, Missouri	\$131,682.50	Wire instructions to be provided.

**Total Disbursement** **\$131,682.50**

This certificate will not be considered to alter, construe, or amend the terms of the Lease.

*Lessee:* City of Bolivar, Missouri

*Authorized Signature:* \_\_\_\_\_

*Printed Name:* Chris Warwick

*Title:* Mayor

*Date:* \_\_\_\_\_

## SCHEDULE C PAYMENT SCHEDULE

Lessee: City of Bolivar, Missouri  
 Lessor: Clayton Holdings, LLC  
 Lease Number: 5000137-006  
 Capital Cost of Equipment (Principal Portion of Rental Payments): \$131,682.50  
 Start Date: May 13, 2021

Subject to Section 8 of the Lease, Rental Payments are due on the dates and in the amounts shown below:

Rental Payment Date	Payment Amount	Amount Credited to Interest	Amount Credited to Capital Cost	Outstanding Principal Balance
5/13/2021	\$ 11,155.24	\$ -	\$ 11,155.24	\$ 120,527.26
8/13/2021	\$ 11,155.24	\$ 361.58	\$ 10,793.66	\$ 109,733.60
11/13/2021	\$ 11,155.24	\$ 329.20	\$ 10,826.04	\$ 98,907.56
2/13/2022	\$ 11,155.24	\$ 296.72	\$ 10,858.52	\$ 88,049.04
5/13/2022	\$ 11,155.24	\$ 264.15	\$ 10,891.09	\$ 77,157.95
8/13/2022	\$ 11,155.24	\$ 231.47	\$ 10,923.77	\$ 66,234.18
11/13/2022	\$ 11,155.24	\$ 198.70	\$ 10,956.54	\$ 55,277.64
2/13/2023	\$ 11,155.24	\$ 165.83	\$ 10,989.41	\$ 44,288.23
5/13/2023	\$ 11,155.24	\$ 132.86	\$ 11,022.38	\$ 33,265.85
8/13/2023	\$ 11,155.24	\$ 99.80	\$ 11,055.44	\$ 22,210.41
11/13/2023	\$ 11,155.24	\$ 66.63	\$ 11,088.61	\$ 11,121.80
2/13/2024	\$ 11,155.24	\$ 33.44	\$ 11,121.80	\$ -
<b>TOTALS</b>	<b>\$ 133,862.88</b>	<b>\$ 2,180.38</b>	<b>\$ 131,682.50</b>	

In the event Lessee desires to prepay this Lease, it may do so in whole, but not in part, at a purchase price equal to (a) the then current outstanding principal balance shown above; plus (b) a prepayment premium calculated as a percentage of the then current outstanding principal balance, in the following amount: 3%, with respect to any prepayment during the first full year of the Lease Term; 2%, with respect to any prepayment during the second full year of the Lease Term; and 1%, with respect to any prepayment during the third full year of the Lease Term and thereafter; plus (c) unpaid interest accrued on the outstanding principal balance to the prepayment date; and plus (d) all other amounts then payable under this Lease. There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.

Lessee: City of Bolivar, Missouri

Authorized Signature: \_\_\_\_\_

Printed Name: Chris Warwick

Title: Mayor

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

**SCHEDULE E-1 TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000137-006**

**WHEREAS**, City of Bolivar, Missouri (the "Lessee") is a political subdivision duly organized under the constitution and laws of the State where Lessee is located;

**WHEREAS**, it is necessary and desirable and in the best interest of the Lessee, as lessee, to enter into a State & Municipal Lease/Purchase Agreement (the "Lease") with Clayton Holdings, LLC, as lessor (the "Lessor"), for the purposes described therein, including the leasing of the Equipment; and

**WHEREAS**, the Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations, and such funds have not been expended for other purposes

**NOW, THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF CITY OF BOLIVAR, MISSOURI, AS FOLLOWS:**

**Section 1.** The Lease, in substantially the same form as presented to this meeting, and the terms and performance thereof are hereby approved, and the Mayor of the Lessee is hereby authorized to execute and deliver the Lease, on behalf of the Lessee, with such changes therein as shall be approved by such officer, such approval to be conclusively evidenced by such officer's execution thereof.

**Section 2.** The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

**Section 3.** Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code. The aggregate face amount of all tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of tax-exempt obligations (including the Lease, but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first providing Lessor with an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor, that the designation of the Lease as a "qualified tax-exempt obligation" will not be adversely affected.

**Section 4.** Moneys sufficient to pay all Rental Payments required to be paid under the Lease during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

**Section 5.** This Resolution shall take effect and be in full force immediately after its adoption by the governing body of the Lessee.

**PASSED AND ADOPTED** by the governing body of City of Bolivar, Missouri this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

City of Bolivar, Missouri

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Chris Warwick

Title: \_\_\_\_\_

Title: Mayor

**SCHEDULE E-2 TO  
STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT  
Lease No. 5000137-006**

**INCUMBENCY AND AUTHORIZATION CERTIFICATE**

The undersigned, a duly elected or appointed and acting \_\_\_\_\_ of City of Bolivar, Missouri ("Lessee") certifies as follows:

A. **Authorized Signers.** The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below, and the signature of each such Official appearing below is the true and genuine signature of that Official. By order of Lessee's governing body, the Officials identified below have been duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Lease/Purchase Agreement dated as of May 3, 2021, by and between Lessee and Clayton Holdings, LLC ("Lessor") and all documents related thereto and delivered in connection therewith (collectively, the "Agreements").

Name of Official	Title	Signature
Chris Warwick	Mayor	

B. **Call-Back Verification.** Lessor may, but is not required, to call back any one of the below-named employees or officials of Lessee prior to approving the disbursement of any funds from the Acquisition Fund established under the Escrow Agreement to verify the request for disbursement, including but not limited to amount, payee, address, ABA and account numbers of the payee or Lessee.

Name	Title	Phone Number
Natalie Scrivner	Deputy City Clerk	417-326-2489

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(The signer of this Certificate cannot be listed under Paragraph A above as authorized to execute the Agreements.)

**SCHEDULE F**  
**STATE & MUNICIPAL LEASE/PURCHASE AGREEMENT**  
**Lease No. 5000137-006**

**ESSENTIAL USE/SOURCE OF FUNDS LETTER**

**May 3, 2021**

Clayton Holdings, LLC  
8000 Forsyth Boulevard, Suite 510  
St. Louis, Missouri 63105

Re: State and Municipal Lease/Purchase Agreement No. 5000137-006, dated the Third day of May, 2021 (the "Lease"), between Clayton Holdings, LLC ("Lessor") and City of Bolivar, Missouri ("Lessee")

Ladies and Gentlemen:

This confirms and affirms that the Equipment described in the Lease is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows:

\_\_\_\_\_

\_\_\_\_\_

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is not less than the maximum Lease Term.

Our source of funds for payments of the Rental Payments due under the Lease for the current fiscal year is

\_\_\_\_\_

We currently expect and anticipate adequate funds to be available for all future payments of rent due after the current fiscal year for the following reasons:

Very truly yours,

Lessee: City of Bolivar, Missouri

Authorized Signature: \_\_\_\_\_

Printed Name: Chris Warwick

Title: Mayor

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

**SCHEDULE G  
PROOF OF INSURANCE**

Insurance Agent Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Ladies and Gentlemen:

Please add CLAYTON HOLDINGS, LLC as both co-loss payee and additional insured under the property insurance covering the Equipment listed on attached Schedule A, and as additional insured under the general liability insurance policy. The minimum liability coverage is \$1,000,000.00. Please mail or fax an insurance certificate to:

Clayton Holdings, LLC  
P.O. Box 11309  
St. Louis, MO 63105  
**Fax # 314-746-3744**

Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance.

Please note that the Bank requires 30 day written notice of cancellation of the policy covering leased equipment.

---

Lessee: City of Bolivar, Missouri

Authorized Signature: \_\_\_\_\_

Printed Name: Chris Warwick

Title: Mayor

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



## SCHEDULE H

### ACH Payment Authorization Form

Lease No. / Loan No: 5000137-006

Lessee / Borrower: City of Bolivar, Missouri

I authorize Commerce Bank ("Commerce") to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error on behalf of CBI Equipment Finance, Clayton Holdings or Commerce Bank as lender or lessor in the amount shown, and from the checking or savings account with the depository institution ("Bank") named below, on the payment due date.

Bank Name: \_\_\_\_\_

Address: \_\_\_\_\_

ABA Routing No.: \_\_\_\_\_

Account No.: \_\_\_\_\_ (X) Checking ( ) Savings

This is a (X) New or ( ) Updated authorization form.

Quarterly Debit Amount(s): In Accordance with Schedule C

Begin Auto Debit with Invoice Date Due: In Accordance with Schedule C

The final or balloon payment, if different from the Quarterly payment, will not be auto debited.

I understand that this authorization will remain in full force and effect until I notify COMMERCE BANK at the address or phone number below that I wish to revoke this authorization. I understand that COMMERCE BANK requires at least 5 days prior notice in order to process any such cancellation.

X \_\_\_\_\_ X \_\_\_\_\_

Borrower / Lessee Signature

Date

Note that there is NO charge for this service.

Also, your "Bank" need not be Commerce Bank to benefit from this feature. Any bank account can be auto debited. To commence service please return this form with your document package or **send this signed form and a voided check (unless COMMERCE BANK is already currently debiting this same account for another lease schedule) to:**

COMMERCE BANK  
P.O. Box 11309  
Clayton, MO 63105 or  
LeasingACH@Commercebank.com

To discontinue or amend service, please email the request to the address above or call COMMERCE BANK at 314.746.3726.



**8038-G QUESTIONNAIRE**

Name of Lessee: City of Bolivar, Missouri  
 Address of Lessee: 345 S. Main Ave., Bolivar, Missouri 65613  
 Contact Person: Natalie Scrivner, Deputy City Clerk  
 Telephone Number: 417-326-2489  
 Email Address: nscrivner@bolivar.mo.us  
 Lessee's FEIN: 44-6000140

**GENERAL**

*In September 2018, the Internal Revenue Service ("IRS") updated Form 8038-G (the form used by Lessees to report the issuance of a tax-exempt obligation). The revised Form 8038-G asks specific questions about written procedures to: (1) monitor private use of assets financed with proceeds of a tax-exempt obligation and, as necessary, to take remedial actions to correct any violations of federal tax restrictions on the use of financed assets; and (2) monitor the yield on the investment of gross proceeds of tax-exempt obligations and, as necessary, make payments of arbitrage rebate earned to the United States. In addition, the revised Form 8038-G asks Lessees to report whether any proceeds will be used to reimburse the Lessee for an expenditure paid prior to issuance. This questionnaire is designed to obtain the information necessary to complete Form 8038-G for the Lease. Lessee will be required to review and approve the information entered prior to signing the 8038-G form.*

*At this time, the consequences of not having adopted written procedures to monitor private use of financed assets and yield on the investment of gross proceeds of tax-exempt obligations are unknown. If you have further questions, please consult your regular bond or legal counsel.*

**Part 1 – Written Tax Compliance Procedures**

**Note:** *If either of these questions is not answered, we will assume the Lessee has not adopted the described procedures.*

1. Has the Lessee established written procedures to monitor compliance with federal tax restrictions for the term of the lease? The written procedures should identify a particular individual within Lessee's organization to monitor compliance with the federal tax requirements related to use of the financed assets and describe actions to be taken in the event failure to comply with federal tax restrictions is contemplated or discovered. **Yes** \_\_\_\_ **No** \_\_\_\_
2. Has the Lessee established written procedures to monitor the yield on the investment of proceeds of the Lease on deposit in an escrow account or similar fund prior to being spent and to ensure that any positive arbitrage rebate earned is paid to the United States? **Yes** \_\_\_\_ **No** \_\_\_\_

**Part 2 – Reimbursement of Prior Expenditures**

1. As of the funding date, were any of the proceeds of the Lease used to reimburse Lessee for expenditures paid to acquire the financed assets prior to the funding date of the Lease? **Yes** \_\_\_\_ **No** \_\_\_\_

*If yes, please attach a spreadsheet listing the expenditure(s) together with the date paid, vendor paid and purpose of the expenditure or other proof of the expenditure(s) containing this information (i.e. invoices, receipts, cancelled checks).*

**Items 2 and 3 need to be completed ONLY if the answer to item 1 above is YES.**

2. Please attach a copy of Lessee's resolution of intent to finance the financed assets, which includes date of adoption.
3. What is the amount of proceeds of the Lease reimbursed to Lessee? \$ \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** Chris Warwick

**TITLE:** Mayor

**DATE:** \_\_\_\_\_

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

► Under Internal Revenue Code section 149(e)

► See separate instructions.

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

► Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

OMB No. 1545-0720

**Part I Reporting Authority**If Amended Return, check here ☐

1 Issuer's name <b>City of Bolivar, Missouri</b>		2 Issuer's employer identification number (EIN) <b>44-6000140</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>345 S. Main Ave.</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>Bolivar, Missouri 65613</b>		7 Date of issue <b>05/13/2021</b>
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>Natalie Scrivner, Deputy City Clerk</b>		10b Telephone number of officer or other employee shown on 10a <b>417-326-2489</b>

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

11 Education . . . . .	11		
12 Health and hospital . . . . .	12		
13 Transportation . . . . .	13		
14 Public safety . . . . .	14	<b>131,682</b>	<b>.50</b>
15 Environment (including sewage bonds) . . . . .	15		
16 Housing . . . . .	16		
17 Utilities . . . . .	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a . . . . . <input type="checkbox"/>			
b If bonds are BANs, check only box 19b . . . . . <input type="checkbox"/>			
20 If bonds are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>			

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

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	<b>02/13/2024</b>	<b>\$ 131,682.50</b>	<b>\$ N/A</b>	<b>2.75</b> years	<b>1.2000 %</b>

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

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

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

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

**Part VI Miscellaneous**

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

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

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- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the name of the GIC provider ► \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . **37**

--	--
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool bond ► \_\_\_\_\_
- d** Enter the name of the issuer of the master pool bond ► \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► \_\_\_\_\_
- c** Type of hedge ► \_\_\_\_\_
- d** Term of hedge ► \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement . . . . . ► \_\_\_\_\_
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) \_\_\_\_\_

**Signature and Consent**

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

Signature of issuer's authorized representative \_\_\_\_\_ Date \_\_\_\_\_ **Chris Warwick, Mayor**  
Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name <b>Thomas Hotard</b>	Preparer's signature _____	Date _____	Check <input checked="" type="checkbox"/> if self-employed	PTIN <b>P01980904</b>
Firm's name ► <b>Thomas Hotard</b>			Firm's EIN ► _____	
Firm's address ► <b>8000 Forsyth Blvd, Suite 510, St. Louis, MO 63105</b>			Phone no. <b>(314) 746-3876</b>	



8000 Forsyth Boulevard, Suite 510  
Saint Louis, Missouri 63105-1797

Invoice Date: 5/3/2021  
Invoice Number: CHOL1175  
Due Date: 5/13/2021

INVOICE TO: City of Bolivar, Missouri  
345 S. Main Ave.  
Bolivar, Missouri 65613

REMIT via Clayton Holdings, LLC  
CHECK TO: PO Box 800086  
Kansas City, MO 64180-0086

ATTENTION: Natalie Scrivner, Deputy City Clerk

Reference:	First Payment for Lease Agreement 5000137-006	\$11,155.24
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Invoice Subtotal	\$11,155.24
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Total	\$11,155.24
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For Questions Concerning This Invoice Please Call 314-746-3752





6102 North 23rd Street  
Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

# QUOTE

Date 3/17/2021

Estimate Number E21-0280

City of Bolivar  
345 S Main Ave  
Bolivar, Missouri 65613

City of Bolivar  
Police Department  
345 S Main Ave  
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
	2021 Dodge Durango - Patrol x 3			
	Sound Off Signal -- mPower Rooftop Lightbar - 53" - 4" Modules Red/Blue w/ AL,TD, Scene Light & Arrow Function (QE059171) 53"/133cm 10-16 Volt MPOWER 4 INCH LED LIGHTBAR W/ LIN DSC TECHNOLOGY /S04//S04//D12  D12  D12  D12  D12  D12  D12  D12  D12  D12  S04\\S04\\ /RED//RED/  R_W  R_W  R_W  R_W  R_W  B_W  B_W  B_W  B_W  B_W  \\BLU\\BLU\\  D08    SILVER   O  D08   R_W    CLEAR   O  B_W  \\S04\\S04\\  S06  S06  S06  S06  S06  S06  S06  S06  S06  S06  /S04//S04/ \\RED\\RED\\RED  RED  RED  RED  RED  RED  BLU  BLU  BLU  BLU  BLU / BLU//BLU/ Accessories - PNFLBSPLT1, AUTO-DIM Mount - Fixed Height Mount (PMPLBK01) Hook - PNFLBF14 Vehicle - Dodge Durango (2018-19)	3	2,047.16667	6,141.50T
ETSS100N	SoundOff Signal - 100N Series Composite Speaker w/ Universal Bail Bracket - 100 watt	3	170.00	510.00T
ETSKLF100	SoundOff Signal - LF Aftershock Siren System, includes: 100 Watt Speaker, 200 Watt Amplifier and Universal Bracket	3	376.66667	1,130.00T
ETSSLFVBK02	SoundOff Signal - Upper Frame Mount Bracket for the Aftershock Low Frequency Speaker - Durango 16+ , Passenger Side	3	22.00	66.00T
ENFRMS3D	SoundOff Signal - 12 LED Warning Module for nFORCE® Perimeter Lighting - Dual Color Red/White	3	11.33333	34.00T
ENFRMS3E	SoundOff Signal - 12 LED Warning Module for nFORCE® Perimeter Lighting - Dual Color Blue/White	3	78.00	234.00T
ENT2B3RBW	SoundOff Signal - Intersector Under Mirror/Surface Mount Light, 18 LEDs, Tri Color - Xylex Lens/Red/Blue/White	6	146.00	876.00T

For questions contact; Will Reynolds, 417-731-2900 or  
nroutellc@gmail.com

**Total**





6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

**QUOTE**

Date 3/17/2021

Estimate Number E21-0280

City of Bolivar  
345 S Main Ave  
Bolivar, Missouri 65613

City of Bolivar  
Police Department  
345 S Main Ave  
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
PNT1CRV06	SoundOff Signal - Curved Surface Adaptors for Intersector - 1-Driver & 1-Passenger w/ 0" Mounting Wedge & Hardware - Dodge Durango Special Service Vehicle 2013 - 2020	3	5.83333	17.50T
ENGSA581RSP	SoundOff Signal -- 500 Series 100 Watt Remote Head w/ Push Button Control Siren and Light Controller	3	676.16667	2,028.50T
EMPS2STS4J	SoundOff Signal - mpower® 4" Fascia Light w/ Stud Mount, Black Housing, 12 LED, Dual Color - Red/Blue [REAR LICENSE PLATE]	6	96.33333	578.00T
E104R	8EVP - E104 - 4 LED Lighthead - Red [HATCH OPEN]	3	36.66667	110.00T
E104B	8EVP - E104 - 4 LED Lighthead - Blue [HATCH OPEN]	3	36.66667	110.00T
36-4055	Westin - Push Bumper Elite; Dodge Durango 2020; Black	3	469.00	1,407.00T
36-6005S2	Westin - Westin Public Safety;Elite 23.5" 2 Light Channel;Push Bumper Light Channel 23.5 inch Soundoff, 2 Hole;Black	3	41.00	123.00T
DURANGO 11+	Custom Cage - Single Prisoner Partition - Dodge Durango 11+	3	800.00	2,400.00T
DURANGO11+/WA	Custom Cage - Window Armor - Rear Passenger Only - 11+ Dodge Durango	3	195.00	585.00T
C-VS-2000-DUR-1	Havis - Vehicle Specific 20" Console - 2018+ Durango	3	309.33333	928.00T
C-EB25-___-1P	Havis - 1-piece Equipment Mounting Bracket, 2.5" mounting space MOT XPR (C-EB25-MXP-1)	3	0.00	0.00T
C-EB40-___-1P	Havis - 1-piece Equipment Mounting Bracket, 4.0" mounting space SOSC (C-EB35-O3-1P)	3	0.00	0.00T
C-FP-2	Havis - 2" Filler Plate	6	0.00	0.00T
C-LP2-PS1-USB	Havis - 2 Lighter plug outlet w/ 1 switch & 1 USB cut outs	3	76.16667	228.50T
C-CUP2-I	Havis - Internal cup holders	3	31.33333	94.00T
C-AP-0625	Havis - 6" accessory pocket, 2.5" deep	3	42.83333	128.50T
C-ARM-103	Havis - Armrest for top mount, console, large pad	3	88.00	264.00T
C-FP-2	Havis - 2" Filler Plate	3	0.00	0.00T
C-HDM-204	Havis - 8.5" Heavy Duty Telescoping Pole, side mount, short handle	3	113.33333	340.00T
C-MD-112	Havis - Tilt/swivel slide motion adapter	3	234.66667	704.00T
UT-1001	Havis - Universal Rugged Cradle for approximately 11"-14" Computing Devices	3	194.00	582.00T

For questions contact; Will Reynolds, 417-731-2900 or nroutellc@gmail.com

**Total**



6102 North 23rd Street

Ozark, MO 65721

Phone (417) 731-2900

www.nroutellc.com

# QUOTE

Date 3/17/2021

Estimate Number E21-0280

City of Bolivar  
345 S Main Ave  
Bolivar, Missouri 65613

City of Bolivar  
Police Department  
345 S Main Ave  
Bolivar, Missouri 65613

MPN	Description	Qty	Cost	Total
WEI-005	Weiser Solutions - Dual Handcuff/Barrel-Lock Weapon Mount: Universal 36inch length "6-channel backbone" weapon mount one "clasp-style" barrel lock one universal handcuff style handcuff lock.	3	378.83333	1,136.50T
	Stalker Radar -- Dual - 2 Antenna Radar System (805-0022-00)	3	2,214.00	6,642.00T
	Stalker - Dash Mount - Counting Unit & Front Antenna (200-1377-00)	3	163.00	489.00T
	Stalker - Rear Antenna Mount - 19+ Dodge Durango (200-1321-00)	3	107.50	322.50T
	EGIS/Copeland - TopHat 2 - Time Delay Relay -- 200A	3	119.00	357.00T
	Bussman -- Fuse Block w/ Gnd Buss - 8 gang	3	17.00	51.00T
MB8***	Antenna Coax w/ End Connector	3	20.00	60.00T
ROOF-FT-NITI-M	STI-CO Antenna Systems - Flexi-whip mast only, field or factory tuned from 136 MHz-1 GHz	3	46.00	138.00T
	Install Front Push Bumper	3	75.00	225.00
	Install Exterior Warning Light - Grille/Front Bumper	6	30.00	180.00
	Install Siren Speaker	3	35.00	105.00
	Install Low Frequency Secondary Siren	3	65.00	195.00
	Install Side Mirror Emergency Light	6	60.00	360.00
	Install Full Size Light Bar -- LED	3	100.00	300.00
	Install Radar System	3	45.00	135.00
	Install Center Console	3	45.00	135.00
	Install Computer Mount	3	75.00	225.00
	Install Mobile Radio w/ Antenna	3	65.00	195.00
	Install Siren w/ Light Controls	3	55.00	165.00
	Install Rechargeable Flashlight Charger	3	15.00	45.00
	Install Single Seat Prisoner Partition	3	100.00	300.00
	Install Weapons Mount, Timer & Switch	3	40.00	120.00
	Install Exterior Warning Light - Rear Facing	6	30.00	180.00
	Install Exterior Warning Light - Rear Hatch Open	6	30.00	180.00
	Install Window Armor - per window	3	25.00	75.00T
	SHOP SUPPLIES	3	35.00	105.00
	FREIGHT ←	3	195.00	585.00
	Sales Tax		0.00%	0.00

For questions contact; Will Reynolds, 417-731-2900 or  
nroutellc@gmail.com

**Total \$32,625.50**





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

04/14/2021

Tracy Slagle  
City Administrator  
City of Bolivar, Missouri  
345 S. Main  
PO Box 9  
Bolivar, MO 65613

Dear Ms. Slagle:

On behalf of Clayton Holdings, LLC, 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:** Clayton Holdings, LLC – An equity subsidiary of Commerce Bank.

**Lessee:** City of Bolivar, MO

**Equipment:** Three (3) 2021 Dodge Durango All Wheel Drive Utility V-6 including striping and upfitting with equipment.  
One (1) 2021 Case 621G Wheel Loader

**Total Finance Amount:** \$299,663.51

**Commencement Date:** On or before 05/28/2021

**Base Term:** Option 1: 3 years  
Option 2: 5 years

**Interest Rate:** Option 1: 3 years – 1.20% fixed, rate locked until 05/28/2021  
Option 2: 5 years – 1.29% fixed, rate locked until 05/28/2021

**Payment Amount:** Option 1: 3 years – \$25,385.43 (12 quarterly payments, first due at closing) *OR monthly -*  
Option 2: 5 years – \$15,445.90 (20 quarterly payments, first due at closing)

**Payment Frequency:** Quarterly/Advance  
*\*The first payment is due at closing.*

**Interest Rate Adjustment:** The above quoted interest rate is based on a spread over the Three (3) and Five (5) year Interest Rate Swaps (the "Index"). For Purposes of this proposal, as of 04/14/2021 the Three (3) year interest rate swap is 0.48%, and the Five (5) year interest rate swap is 0.95%.

In the event the transaction does not close by 05/28/2021, Lessor reserves the right, but has no obligation, to adjust the Interest Rate after 05/28/2021 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.

Interest will be computed on the basis of an Actual/360-day year and must be exempt from federal income taxation.

<b>Documentation:</b>	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.
<b>Early purchase Option:</b>	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. <b>There is no prepayment penalty if Lessee is using funds other than proceeds of a grant or an actual or anticipated refinancing.</b>
<b>General Terms:</b>	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.
<b>Titles/Liens:</b>	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.
<b>Non-appropriation:</b>	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.
<b>Escrow:</b>	Upon closing, funds shall be disbursed into an escrow account to be maintained by Lessor's designated 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 undisbursed funds shall accrue for the benefit of Lessee. There is a <b>\$250 fee</b> for the escrow account. <b>This fee is not applicable if an escrow is not required.</b>
<b>Net Lease:</b>	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.
<b>Not a Commitment:</b>	The terms set forth herein reflect a proposed, preliminary structure and are subject to final credit approval by Clayton Holdings, LLC 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 Clayton Holdings, LLC, 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. Clayton Holdings, LLC 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. Clayton Holdings, LLC is acting for its own loan account; this communication consists solely of general information under which Clayton Holdings, LLC 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,



Frank D. Hill  
Officer of Clayton Holdings, LLC  
Senior Vice President, Tax Exempt-Leasing & Finance --  
Commerce Bank  
Phone: 785-587-1541  
[frank.hill@commercebank.com](mailto:frank.hill@commercebank.com)



Sherry Lynch  
Market Manager – Commerce Bank  
Bolivar Banking Center  
Phone: 417-326-0501  
[sherry.lynch@commercebank.com](mailto:sherry.lynch@commercebank.com)

**ORDINANCE COVER SHEET**

**Bill No. 2021-28**

**Ordinance No. \_\_\_\_\_**

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT QUIT CLAIM  
DEED TO CERTAIN REAL ESTATE FROM THE JIM DAVOLT REVOCABLE  
TRUST IN EXCHANGE FOR CONSIDERATION.”**

**Filed for public inspection on \_\_\_\_\_.**

**First reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Second reading \_\_\_\_\_ In Full; \_\_\_\_\_ By Title on \_\_\_\_\_.**

**Vote by the Board of Aldermen on \_\_\_\_\_:**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**\_\_\_\_\_ Approved by the Mayor on \_\_\_\_\_.**

**\_\_\_\_\_ Vetoed by the Mayor on \_\_\_\_\_.**

**Board of Aldermen Vote to Override Veto on \_\_\_\_\_.**

**\_\_\_\_\_ Aye; \_\_\_\_\_ Nay; \_\_\_\_\_ Abstain**

**Bill Effective Date: \_\_\_\_\_.**

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT QUIT CLAIM DEED TO CERTAIN REAL ESTATE FROM THE JIM DAVOLT REVOCABLE TRUST IN EXCHANGE FOR CONSIDERATION.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

**Section I:** The City is hereby authorized to accept a quit-claim deed to certain real estate in the City of Bolivar from the Jim Davolt Revocable Trust Agreement in exchange for consideration as set forth in the said quit-claim deed, a copy of which is attached hereto as Exhibit “A” and made a part hereof by reference.

**Section II:** The Mayor and City Clerk are hereby authorized and directed to provide consideration as specified above, and to accept and record the quit-claim deed as specified above with the Polk County Recorder’s Office for and on behalf of the City.

**Section III:** This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

\_\_\_\_\_  
**Christopher Warwick, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Paula Henderson, City Clerk**

**CERTIFICATION**

I, Natalie Scrivner, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. \_\_\_\_\_ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on \_\_\_\_\_, 2021; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

\_\_\_\_\_  
**Paula Henderson, City Clerk**

(Above space reserved for use of Recorder's Office)

**QUIT CLAIM DEED**

**THIS INDENTURE**, made on the 6 day of May, 2021 by and between **JIMMY D. DAVOLT, TRUSTEE OF THE JIM DAVOLT REVOCABLE TRUST DATED 03/09/1992, Grantor**, hereinafter referred to as party of the first part, whether one or more, and **THE CITY OF BOLIVAR, MISSOURI, a Missouri Municipal Corporation, Grantee**, of the County of Polk, in the State of Missouri, hereinafter referred to as party of the second part, whether one or more. Mailing address of said first named grantee is: PO Box 9, Bolivar, Missouri 65613.

**WITNESSETH**, that the said party of the first part, for and in consideration of the sum of One-Thousand and No/100 Dollars (\$1,000.00) and other good and valuable consideration to him paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents, Remise, Release, and forever Quit Claim unto the said party of the second part, the following described Lots, Tracts, or Parcels of land lying, being and situate in the County of **Polk** and State of Missouri, to-wit:

A PARCEL OF LAND WHICH IS A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 23 WEST IN POLK COUNTY, MISSOURI AND A PART OF LOT 1 OF WALNUT CREEK ESTATES, A SUBDIVISION IN POLK COUNTY, MISSOURI RECORDED IN PLAT BOOK 4, PAGE 15 AT THE POLK COUNTY RECORDER'S OFFICE, SAID PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 3 OF NORTH WOODS, A SUBDIVISION IN POLK COUNTY, MISSOURI, SAID CORNER ALSO BEING THE NORTHEAST CORNER OF LOT 2 OF WALNUT CREEK ESTATES; THENCE S11°49'21"E ALONG THE EASTERLY LINE OF SAID LOT 2 AND THE WESTERLY LINE OF LOT 1 OF WALNUT CREEK ESTATES, 416.64 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DEEDED TO THE CITY OF BOLIVAR AS DESCRIBED IN BOOK 579, PAGE 1791 AT THE POLK COUNTY RECORDER'S OFFICE FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE LEAVING THE WESTERLY LINE OF SAID LOT 1, S89°08'31"E ALONG THE NORTH LINE OF SAID CITY OF BOLIVAR PARCEL, 23.00 FEET; THENCE S62°56'31"E ALONG THE NORTHEASTERLY LINE OF SAID CITY OF

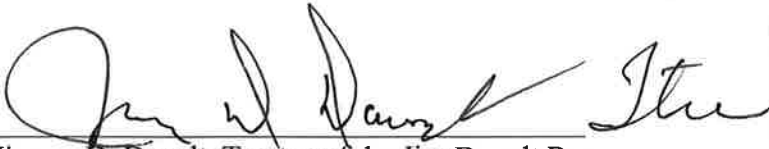
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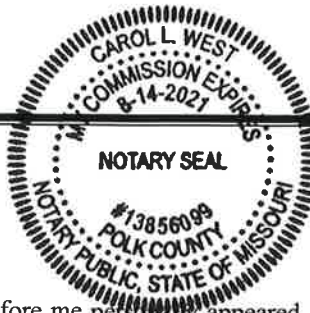
BOLIVAR PARCEL, 22.00 FEET; THENCE S11°21'31"E ALONG THE EAST-ERLY LINE OF SAID CITY OF BOLIVAR PARCEL, 30.54 FEET TO THE SOUTH LINE OF LOT 1 OF WALNUT CREEK ESTATES; THENCE N88°13'52"W ALONG SAID SOUTH LINE, 40.45 FEET TO A 1/2-INCH IRON PIN AT THE SOUTHWEST CORNER OF LOT 1 OF WALNUT CREEK ESTATES AND THE NORTHWEST CORNER OF A TRACT OF LAND DEEDED TO THE JIM DAVOLT REVOCABLE TRUST AS DESCRIBED IN BOOK 563, PAGE 1117 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S11°41'28"E ALONG THE WESTERLY LINE OF SAID DAVOLT TRACT, 72.84 FEET TO A 3/8-INCH IRON PIN AT THE SOUTHWEST CORNER THEREOF, SAID CORNER BEING ON THE NORTH LINE OF A TRACT OF LAND DEEDED TO THE CITY OF BOLIVAR AS DESCRIBED IN BOOK 187, PAGE 208 AT THE POLK COUNTY RECORDER'S OFFICE; THENCE S89°06'36"E ALONG THE NORTH LINE OF SAID CITY OF BOLIVAR TRACT, 37.39 FEET TO A 5/8-INCH IRON PIN (CAPPED "GREAT RIVER 2001011476"); THENCE LEAVING SAID NORTH LINE, N07°35'52"W, 112.31 FEET TO A 5/8-INCH IRON PIN (CAPPED "GREAT RIVER 2001011476"); THENCE N63°20'42"W, 22.65 FEET TO A 5/8-INCH IRON PIN (CAPPED "GREAT RIVER 2001011476"); THENCE N89°40'42"W, 27.47 FEET TO A 5/8-INCH IRON PIN (CAPPED "GREAT RIVER 2001011476") ON THE WESTERLY LINE OF LOT 1 OF WALNUT CREEK ESTATES; THENCE S11°49'21"E ALONG SAID WESTERLY LINE, 10.92 FEET TO THE POINT OF BEGINNING. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

**TO HAVE AND TO HOLD** the same with all rights, immunities, privileges, and appurtenances thereto belonging, unto the said party of the second part, their successors and assigns forever so that neither the said party of the first part nor their heirs nor any other person or persons for them or in their name or behalf shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof; but they and everyone of them shall be, by these presents, excluded and forever barred.

Reference herein to the masculine singular shall refer to all parties that the context shall require, whether masculine, feminine, or neuter, and whether one or more.

**IN WITNESS WHEREOF**, this deed has been executed the day and year first above written.

  
 Jimmy D. Davolt, Trustee of the Jim Davolt Rev.  
 Trust Dated 03/09/1992



STATE OF MISSOURI )

COUNTY OF POLK )

ss.

On this 6 day of April, 2021, before me personally appeared Jimmy D. Davolt to me known to be the person described in and who executed the foregoing instrument, and did say that he is the Trustee of the JIM DAVOLT REVOCABLE TRUST DATED 03/09/1992, that said Trust remains fully effective, that he has full power and authority under said Trust Agreement to sell or convey the premises herein described, and the said Jimmy D. Davolt acknowledged that he executed the same as his free act and deed as such Trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Bolivar, Missouri, the day and year first above written.

My term of office as a Notary Public will expire:

8-14-21

Notary Public

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