

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2024-04

ORDINANCE NO.: 2024-04

***AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNATED AGENT TO
ENTER INTO A LEASE AGREEMENT WITH DE LAGE LANDEN PUBLIC FINANCE,
LLC FOR ACQUISITION OF A 2024 VERMEER VACUUM TRAILER***

WHEREAS, the City has constructed, owns, operates and maintains a system of infrastructure;

WHEREAS, the City, in order to maintain such infrastructure, has need for various pieces of machinery and equipment; and

WHEREAS, the Public Works Department is in need of a VERMEER Vacuum Trailer to assist the Department with its mission; and

WHEREAS, it is in the best interest of the City of Lake Ozark, Missouri that the Board of Aldermen authorize the Mayor to enter into a Lease / Purchase Agreement with De Lage Landen Public Finance, LLC for the lease / purchase of a VERMEER Vacuum Trailer in the form attached hereto as Exhibit A.

Now, therefore, be it ordained by the board of aldermen of the city of lake Ozark, Missouri, as follows:

Section 1. Approval of Agreement. The Lease / Purchase Agreement is hereby approved in the form submitted to and reviewed by the Board of Aldermen on the date hereof.

Section 2. Execution: The Mayor or his designated agent is hereby authorized and directed to execute and deliver the Lease / Purchase Agreement on behalf of and as the act and deed of the City of Lake Ozark.

Section 3. Further Authority. The Mayor, and the designated officials and agents of City of Lake Ozark are hereby authorized and directed to, take such action, expend such budgeted funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City of Lake Ozark with respect to the Lease / Purchase Agreement.

Section 4. Effective Date. This ordinance shall take effect and be in full force from and after its adoption by the Board of Alderman.

First Reading: January 23, 2024

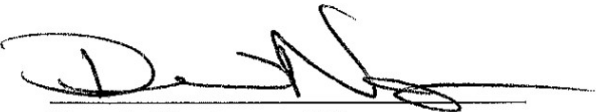
Second Reading: February 13, 2024

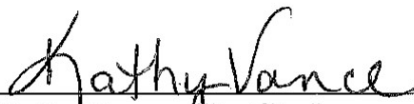
DULY READ AND APPROVED THIS 13th DAY OF FEBRUARY 2024.

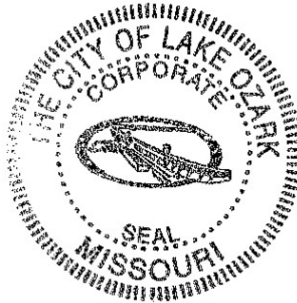
Alderman Watts	Aye
Alderman Jackson	Aye
Alderman Thompson	Aye
Alderman Neels	Aye
Alderman Ridgely	Aye
Alderman Denny	Aye

APPROVE:

ATTEST:


Dennis Newberry, Mayor


Kathy Vance, City Clerk



DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER 500-50579414

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

1. Bank Qualification Section

- Read and check box if appropriate

2. Lessee Signature

- Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038G OR GC — IRS FORM. Post funding: Form will be sent to you via email to sign and return with an *original* signature.

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):

- Insurance Certificate for Property** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as “loss payee” to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase “throughout jurisdiction” may be used. Must also list amount being financed.
- Insurance Certificate for Liability** – List DE LAGE LANDEN PUBLIC FINANCE LLC and/or Its Assigns as “additional insured.”
- Vendor invoice** listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form**
- Advance payment check** made payable to DE LAGE LANDEN PUBLIC FINANCE LLC
- State sales tax exemption certificate**
- Escrow Agreement** – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
- _____
- _____

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: JOY WILLIAMS

Email: JWILLIAMS@LEASEDIRECT.COM

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087
JOY WILLIAMS

08PFDOC073v9

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name CITY OF LAKE OZARK	Phone Number 503-752-7575
	OBA Name (if any)	Purchase Order Requisition Number
Billing Address 3162 BAGNELL DAM BLVD	City LAKE OZARK	State MO
	Zip 65049	Send Invoice to Attention of

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
				1 - 2024 VERMEER CV SG TRAILER CV873SGT
				7NWH19AU3RK050425
Equipment Location (if not same as above)		City	State	Zip

PAYMENT INFORMATION	Number of Lease Payments 48	Lease Payments: See Lease Payment Schedule Attached as Attachment 1
	Full Lease Term (in Months) 48	Payment Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input type="checkbox"/> Annually <input type="checkbox"/> Other _____ End of Lease Option: \$1

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 285(b)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input checked="" type="checkbox"/> Bank Qualification Elected

TERMS & CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

- LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.
- TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.
- LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.
- CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.
- NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peaceably deliver the Equipment to US at the location or locations specified by US.
- WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.
- DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment is:	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature	Date 2/13/2024
	Title	Mayor
	Print Name	Dennis Newberry
	Legal Name of Corporation	CITY OF LAKE OZARK

(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)

LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For	DE LAGE LANDEN PUBLIC FINANCE LLC
	Lease Number	500-50579414
	Lease Date	JAN 12, 2024
	Vendor I.D. Number	219476-0001

CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property. YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. LESSEE'S NEGLIGENCE. To the extent permitted by law, and without waiver of any of YOUR sovereign immunity rights, YOU assume all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to YOUR agents or employees or of third parties, and whether such property damage be to YOUR property or the property of others, which is proximately caused by the negligent conduct of YOU, YOUR officers, employees and agents.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU. YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens. YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. "INTENTIONALLY OMITTED"

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8038-G or Form 8038-GC, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR 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).

26. ELECTRONIC TRANSACTIONS. WE, in our sole discretion, may permit YOU to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Lease, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, which YOU must execute using an original, manual signature (not e-Signature). By so copying and/or delivering any such document, YOU hereby represent and agree (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including YOUR signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to US, promptly on request, such document bearing YOUR original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing YOUR original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b). This Lease, including any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith, with the exception of IRS Form 8038-GC or IRS Form 8038-G, as applicable, may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of the Lease by YOU when manually countersigned by US or attached to OUR original signature counterpart and/or in OUR possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. At OUR option, WE may require a manual signature.

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC LEASE NUMBER: 500-50579414
LESSEE: CITY OF LAKE OZARK LEASE DATE: JAN 12, 2024

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	0	0	0	66,006.22	-
1	1,582.44	388.34	1,194.10	64,812.12	66,756.48
2	1,582.44	381.31	1,201.13	63,610.99	65,519.32
3	1,582.44	374.25	1,208.19	62,402.80	64,274.88
4	1,582.44	367.14	1,215.30	61,187.50	63,023.13
5	1,582.44	359.99	1,222.45	59,965.05	61,764.00
6	1,582.44	352.80	1,229.64	58,735.41	60,497.47
7	1,582.44	345.56	1,236.88	57,498.53	59,223.49
8	1,582.44	338.28	1,244.16	56,254.37	57,942.00
9	1,582.44	330.96	1,251.48	55,002.89	56,652.98
10	1,582.44	323.60	1,258.84	53,744.05	55,356.37
11	1,582.44	316.20	1,266.24	52,477.81	54,052.14
12	1,582.44	308.75	1,273.69	51,204.12	52,740.24
13	1,582.44	301.25	1,281.19	49,922.93	51,420.62
14	1,582.44	293.71	1,288.73	48,634.20	50,093.23
15	1,582.44	286.13	1,296.31	47,337.89	48,758.03
16	1,582.44	278.51	1,303.93	46,033.96	47,414.98
17	1,582.44	270.83	1,311.61	44,722.35	46,064.02
18	1,582.44	263.12	1,319.32	43,403.03	44,705.12
19	1,582.44	255.36	1,327.08	42,075.95	43,338.23
20	1,582.44	247.55	1,334.89	40,741.06	41,963.29

Sales tax of \$0.00 is included in the financed amount shown above.

The dates, interest rate and resulting payments contained in the above amortization schedule are estimated based on the expected transaction funding timeframe. Lessor will make reasonable efforts to maintain the rate and payments presented herein. However, the rate may need to be adjusted prior to closing due to change in law or market conditions. In the event that market interest rates increase prior to the date of closing, the interest rate will be revised to reflect adjustments to the Lender's actual cost of funds due to financial market and legal changes incurred since the date of this documentation. This revision may result in an increase in the resulting payment amounts. If such revisions are deemed necessary by Lessor (it its sole discretion), it is understood and agreed by Lessee that a revised amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: *Dennis Newberry* Date: 2-13-2024
Print Name: Dennis Newberry Title: Mayor

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC


LESSEE: CITY OF LAKE OZARK

LEASE NUMBER: 500-50579414

LEASE DATE: JAN 12, 2024

Lease Payments are due on each periodic anniversary of the Commencement Date that occurs during the Full Lease Term until all of the payments set forth below have been received by US. The period for each periodic anniversary is MONTHLY, as specified in the Payment Frequency box of this Lease. If the Commencement Date occurs on the 29th, 30th or 31st day of any month, the periodic anniversary will be deemed to occur on the 1st day of the month, commencing on the 1st day of the SECOND succeeding month after the month of such Commencement Date.

Payment Number	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
21	1,582.44	239.69	1,342.75	39,398.31	40,580.26
22	1,582.44	231.79	1,350.65	38,047.66	39,189.09
23	1,582.44	223.85	1,358.59	36,689.07	37,789.74
24	1,582.44	215.85	1,366.59	35,322.48	36,382.15
25	1,582.44	207.81	1,374.63	33,947.85	34,966.29
26	1,582.44	199.73	1,382.71	32,565.14	33,542.09
27	1,582.44	191.59	1,390.85	31,174.29	32,109.52
28	1,582.44	183.41	1,399.03	29,775.26	30,668.52
29	1,582.44	175.18	1,407.26	28,368.00	29,219.04
30	1,582.44	166.90	1,415.54	26,952.46	27,761.03
31	1,582.44	158.57	1,423.87	25,528.59	26,294.45
32	1,582.44	150.19	1,432.25	24,096.34	24,819.23
33	1,582.44	141.77	1,440.67	22,655.67	23,335.34
34	1,582.44	133.29	1,449.15	21,206.52	21,842.72
35	1,582.44	124.77	1,457.67	19,748.85	20,341.32
36	1,582.44	116.19	1,466.25	18,282.60	18,831.08
37	1,582.44	107.56	1,474.88	16,807.72	17,311.95
38	1,582.44	98.89	1,483.55	15,324.17	15,783.90
39	1,582.44	90.16	1,492.28	13,831.89	14,246.85
40	1,582.44	81.38	1,501.06	12,330.83	12,700.75
41	1,582.44	72.55	1,509.89	10,820.94	11,145.57
42	1,582.44	63.66	1,518.78	9,302.16	9,581.22
43	1,582.44	54.73	1,527.71	7,774.45	8,007.68
44	1,582.44	45.74	1,536.70	6,237.75	6,424.88
45	1,582.44	36.70	1,545.74	4,692.01	4,832.77
46	1,582.44	27.60	1,554.84	3,137.17	3,231.29
47	1,582.44	18.46	1,563.98	1,573.19	1,620.39
48	1,582.44	9.25	1,573.19	0.00	-
TOTALS	75,957.12	9,950.90	66,006.22		

Lessee Signature: 
 Print Name: Dennis Newberry

Date: 2/13/2024
 Title: Mayor

12PFDOC224



An Employee Owned Company

Olathe, KS (913) 782-3655 Goddard, KS (316) 794-3500 Brookline, MO (417) 886-3500 Oklahoma City, OK (405) 478-2900 Catoosa, OK (918) 266-3300

Ship To: IN STORE PICKUP

Invoice To: CITY OF LAKE OZARK
P. O. BOX 370
LAKE OZARK MO 65049

Branch 03 - BROOKLINE		
Date 01/12/2024	Time 13:43:46 (O)	Page 1
Account No. LAKE0001	Phone No. 5733655378	Invoice # E01102
Ship Via ALEX SONNENBERG	Purchase Order	
Tax ID No. LETTER	19141125	
Terms DUE UPON RECEIPT	Salesperson AS3 / BW2	

EQUIPMENT INVOICE

Description Amount

Stock #: E014125 Serial #: 7NWH19AU3RK050425 64506.22

New 2024 VM CV SG Traile
New VERMEER CV SG Traile CV873SGT, 14K GVWR, 2X150GAL WTR TA
CV SG Trailer Series Include: 38 HP Kohler EFI Gas Engine,
1000 CFM Vacuum Pump (High - CFM), Baghouse, Hydraulic
Pump, Debris tank with Hydraulic Tilt, 3000 PSI @ 4 GPM -
high Pressure Water System, 15 Gallon Fuel Tank,
Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load
liquids and dislodge debris in hose, Polymer liner on
bottom half of tank for easy dumping and cleanout,
Hydraulically operated full open and locking rear door, 30'
Suction Hose and Suction Tool, Water Knife and Clean-up
wand.

****INCLUDING THE FOLLOWING OPTIONS****
CVSGT1008 CV873SGT, 14K GVWR, 2X150GAL WTR TANKS
CVSGT3510 MANUAL JACK
CVSGT3601 4 HOSE AND TOOLING

***** WARRANTY *****
1 YEAR 1,000 HOUR WARRANTY - STANDARD & INCLUDED
*****PREMIUM CONFIDENCE PLUS*****
ADD 1 YEAR PARTS & LABOR -ADD \$2,138.00
ADD 2 YEAR PARTS & LABOR -ADD \$3,882.00
*****BASE CONFIDENCE PLUS*****
ADD 1 YEAR (PARTS ONLY) - ADD \$1,309.00
ADD 2 YEAR (PARTS ONLY) - ADD \$2,568.00

**PRICES ARE FOR CURRENT SOURCEWELL CONTRACT PRICING UNDER
CONTRACT NUMBER 110421-VRM.**
Due to volatility in the supply chain and delayed lead
times, equipment will be capped at a price increase of 4%
per quarter between the PO being placed and delivery. Price
increases are currently determined on a quarterly basis on
Jan. 1, April 1, July 1 and Oct. 1. Members should consult

Payment Due Upon Receipt
We Thank You For Your Business www.vermeergp.com



An Employee Owned Company

Olathe, KS
(913) 782-3655

Goddard, KS
(316) 794-3500

Brookline, MO
(417) 886-3500

Oklahoma City, OK
(405) 478-2900

Catoosa, OK
(918) 266-3300

Ship To: IN STORE PICKUP

Invoice To: CITY OF LAKE OZARK
P. O. BOX 370
LAKE OZARK MO 65049

Branch 03 - BROOKLINE		
Date 01/12/2024	Time 13:43:46 (O)	Page 2
Account No. LAKE0001	Phone No. 5733655378	Invoice #g. E01102
Ship Via ALEX SONNENBERG	Purchase Order	
Tax ID No. LETTER	19141125	
Terms DUE UPON RECEIPT	Salesperson AS3 / BW2	

EQUIPMENT INVOICE

Description

Amount

with local dealer on the estimated delivery.

Miscellaneous Charges/Credits

DEALER FRT / PREP	Qty: 1	Price: 1500.00	1500.00
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Subtotal: 66006.22

Total: 66006.22

THANK YOU FOR THIS OPPORTUNITY.
PLEASE CONTACT ME WITH ANY QUESTIONS.
ALEX SONNENBERG 417-599-3491
ALEX.SONNENBERG@VERMEERGP.COM

Payment Due Upon Receipt
We Thank You For Your Business

www.vermeergp.com

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of JAN 12, 20 24, between **De Lage Landen Public Finance LLC**, as Lessor, and CITY OF LAKE OZARK, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by **Section 14** of the Agreement.
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 Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee CITY OF LAKE OZARK	Date
	Signature <i>[Handwritten Signature]</i>	Date
	Print Name Mathewial Boggs	
	Title Utility Superintendent	

07PFDOC055v1

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: City of Lake Ozark

If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

accountingclerk@cityoflakeozark.net
treasurer@cityoflakeozark.net

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**

Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: Po Box 370
Lake Ozark, MO 65049

Attention: Accounting

Telephone Number: 573.365.5378

FEDERAL TAX ID#: 43-0892654

Lease/Contract Signer Name: _____ Date of Birth _____ (only provide if requested)

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: W-9

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: Karen Hughes

Title: City Treasurer

Contact Address: P O Box 370 Lake Ozark, Mo 65049

Contact Telephone Number: 573.365.5378

Email Address: treasurer@cityoflakeozark.net

If you have further questions, please consult your regular bond or legal counsel.

POWER OF ATTORNEY FOR MOTOR VEHICLE FILINGS

KNOW ALL MEN BY THESE PRESENTS THAT CITY OF LAKE OZARK (hereinafter referred to as the "Principal"), a MO Corporation, with its principal place of business at the address last set forth below, authorizes Wolters Kluwer Lien Solutions (the "Attorney"), a New York corporation with offices at 187 Wolf Road, Suite 101, Albany, NY. 12205, to act as its attorney-in-fact for the limited purpose of preparing, executing and filing in the Principal's name any original title applications, title correction/modification forms, repossession/replevin forms, and other such motor vehicle lien forms (hereinafter referred to collectively as ("Motor Vehicle Forms") as the Principal may request. The Principal agrees that the Attorney will not be responsible for any error, negligence, or for any sort of act or omission not amounting to willful misconduct and the Principal will indemnify, defend and hold the Attorney harmless from any and all actions, claims, demands or liabilities of any nature whatsoever which the Principal may have or will have against the Attorney arising out of the performance of its functions for and on behalf of the Principal pursuant to this Power of Attorney, except for any actions, claims, demands or liabilities caused by the willful misconduct of the Attorney. This Power of Attorney will remain in full force and effect until due notice of its revocation is given by the Principal to the Attorney by registered mail.

IN WITNESS WHEREOF, the Principal has caused this instrument to be executed by a duly authorized representative as of the date set forth below.

Principal (legal name and address):

CITY OF LAKE OZARK
3162 BAGNELL DAM BLVD
LAKE OZARK MO 65049

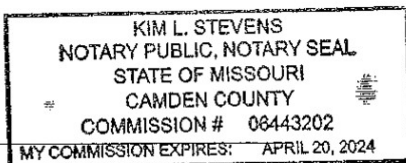
Authorized signatory for Wolters Kluwer Lien Solutions

Signature: [Handwritten Signature]
Print Name: DENNIS NEWBERRY
Date: 2-13-2024

Sworn to and subscribed before me on this 13TH day of FEBRUARY, 2024

[Handwritten Signature]
NOTARY PUBLIC

My Commission Expires:



LETTER IN LIEU OF TITLE/MSO

Date
JANUARY 12, 2024

DEALER/VENDOR	Full Legal Name <u>VERMEER GREAT PLAINS</u> DBA Name (If Any) _____
	Address <u>6260 W US 60</u> Phone Number _____
	City <u>BROOKLINE</u> County _____ State <u>MO</u> Zip Code <u>65619</u>

RE: MANUFACTURER'S STATEMENT OF ORIGIN ("MSO")/TITLE APPLICATION/TITLE

Dear TO WHOM IT MAY CONCERN:

WHEREAS, VERMEER GREAT PLAINS ("Dealer"), has sold, or contemporaneously herewith will sell 2024 VERMEER CV SG TRAILER CV873SGT ("Equipment") to CITY OF LAKE OZARK.

De Lage Landen Public Finance ("DLL") has been designated as the financing source for such Equipment. The terms of such financing, as credit approved by DLL, will be reflected in an equipment lease agreement or other financing agreement ("Contract"), in each case in form and substance satisfactory to DLL in its sole discretion.

The Equipment being financed / leased has a Title or MSO. DLL requires possession of the original MSO or Title at the time of funding. In the event Dealer is not able to comply with the foregoing, this Letter will serve in lieu of such requirement on the following terms and conditions:

1. If dealer is processing the Title work, Dealer agrees to provide DLL a copy of the front and back of the MSO and the application for Title in the "garaging" state prior to DLL's funding the transaction. Registered Owner and Lienholder must appear on these documents from Dealer to the DMV as follows:

REGISTERED OWNER: CITY OF LAKE OZARK

LIENHOLDER: DE LAGE LANDEN PUBLIC FINANCE LLC

2. If Dealer is processing the Title work, Dealer also agrees to provide DLL a copy, upon receipt, of the receipt from the applicable Department of Motor Vehicles ("DMV") as evidence of the submission of Title application. If title is to be Electronic, dealer will provide a copy of the receipt showing electronic submission.
3. If Dealer is not processing the Title work, Dealer agrees to provide DLL the original MSO, prior to funding, but in any event, not later than 10 business days from receipt of funding.
4. If vehicle is already titled, i.e., is a used vehicle, Dealer agrees to provide Title to DLL prior to funding, but in any event, not later than 10 business days from receipt of funding.
5. If vehicle is new, Dealer agrees to send original Title (Title receipt can be emailed if title is to be Electronic) to DLL upon receipt from the State DMV, but in any event, not later than 10 business days of receipt.
6. Dealer will benefit financially and otherwise if DLL enters into the Contract and, as such, Dealer acknowledges and agrees that in the event Dealer fails to strictly comply with any of the requirements set forth herein, Dealer WILL BE REQUIRED to purchase the Contract from DLL at DLL's sole discretion within 10 days of DLL's written request thereof. The purchase price of the Contract shall be equal to the sum of (i) all amounts presently due plus (ii) all future unpaid payments to be made under the Contract until the expiration of the initial term of the Contract, plus (iii), if applicable, an amount equal to DLL's estimated fair market residual value of the Equipment at the end of the initial term of the Contract, with the accelerated payments and the estimated fair market value of the Equipment discounted at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining term of the Contract, all as reasonably determined by DLL; or (ii) 3% per annum. The amount set forth herein shall be referred to as "Unrecovered Investment". Upon receipt of the Unrecovered Investment, DLL shall assign to Dealer all of its right, title and interest of DLL in and to such Contract, any related documents and the Equipment on an "as-is, where-is" basis.

Dealer's obligations hereunder shall be absolute, unconditional and unqualified. The failure of DLL to exercise any rights hereunder shall not operate as a waiver of said rights. It is expressly understood and agreed by Dealer that (i) no act or omission on the part of DLL shall prejudice the rights granted hereunder to DLL; and (ii) DLL has made no representations or warranties, express or implied, to Dealer with respect to the terms of this Letter or the Contract.

Please have an authorized representative of VERMEER GREAT PLAINS affix his/her signature to this Letter as acknowledgement and acceptance and return to my attention via FAX followed by the original being sent overnight.

If you have any questions, please contact me at 610-386-2427.

Sincerely,

JOY WILLIAMS
SALES SUPPORT
De Lage Landen Public Finance LLC

AGREED & ACCEPTED	Dealer <u>VERMEER GREAT PLAINS</u>
	Signature _____
	Print Name _____
	Title _____
	Date _____

08PFDC078v2

State of Missouri

LIMITED EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES (Political Subdivision)

Issued to:

Missouri Tax I.D.: 12490679

CITY OF LAKE OZARK
3162 BAGNELL DAM BLVD
LAKE OZARK MO 65049

Effective Date: 07/11/2002

Your application for sales/use tax exempt status has been approved pursuant to Section 144.030.1, RSMo. This letter is issued as documentation of your agency's exempt status. The agency above must adhere to the exempt status requirements.

This is a continuing exemption subject to legislative changes and review by the Director of Revenue. Outlined below are specific requirements regarding this exemption. This summary is not intended as a complete restatement of the law. You should review the law to ensure your understanding and compliance.

- This exemption is not assignable or transferable. It is an exemption from sales and use taxes only and is not an exemption from real or personal property tax.
- Purchases by your agency are not subject to sales or use tax if conducted within your agency's exempt functions and activities. When purchasing with this exemption, furnish all sellers or vendors a copy of this letter.
- Individuals making personal purchases may not use this exemption.
- A contractor may purchase and pay for construction materials exempt from sales tax when fulfilling a contract with your agency only if your agency issues a project exemption certificate and the contractor makes purchases in compliance with the provisions of Section 144.062 RSMo.
- Sales by your agency are subject to all applicable state and local sales taxes. If you engage in the business of selling tangible personal property or taxable services at retail, you must obtain a Missouri Retail Sales Tax License and collect and remit sales tax.
- Any alteration to this exemption letter renders it invalid.

If you have any questions regarding the use of this letter, please contact the Taxation Division, P.O. Box 358, Jefferson City, Missouri 65105-0358, Email salestaxexemptions@dor.mo.gov, or call 573-751-2836.

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0047

Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.
 Go to www.irs.gov/Form8038GC for instructions and the latest information.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name
 CITY OF LAKE OZARK

2 Issuer's employer identification number (EIN)
 XXXXXXXXXXXX

3 Number and street (or P.O. box if mail isn't delivered to street address)
 3162 BAGNELL DAM BLVD

Room/suite
 XXXXXX

4 City, town, or post office, state, and ZIP code
 LAKE OZARK MO 65049

5 Report number (For IRS Use Only)

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
 XXX

7 Telephone number of officer or legal representative
 XXXXXXXXXXXX

Part II Description of Obligations Check one box: Single issue Consolidated return

8a Issue price of obligation(s) (see instructions) 8a XXXXXXXXXXXX XX

b Issue date (single issue) or calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▶

9 Amount of the reported obligation(s) on line 8a that is:

a For leases for vehicles 9a XXXXXXXXXXXX XX

b For leases for office equipment 9b XXXXXXXXXXXX XX

c For leases for real property 9c XXXXXXXXXXXX XX

d For leases for other (see instructions) 9d XXXXXXXXXXXX XX

e For bank loans for vehicles 9e XXXXXXXXXXXX XX

f For bank loans for office equipment 9f XXXXXXXXXXXX XX

g For bank loans for real property 9g XXXXXXXXXXXX XX

h For bank loans for other (see instructions) 9h XXXXXXXXXXXX XX

i Used to refund prior issue(s) 9i XXXXXXXXXXXX XX

j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) 9j XXXXXXXXXXXX XX

k Other 9k XXXXXXXXXXXX XX

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)

12 Vendor's or bank's name: XXX

13 Vendor's or bank's employer identification number: XXX

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(s) that I have authorized above.

Signature of issuer's authorized representative _____ Date _____

Type or print name and title
 XXX

Paid Preparer Use Only

Print/Type preparer's name _____ Preparer's signature _____ Date _____

Check if self-employed PTIN XXXXXXXXXXXX

Firm's name ▶ XXX Firm's EIN ▶ XXXXXXXXXXXX

Firm's address ▶ XXX Phone no. XXXXXXXXXXXX

Future Developments
 For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to www.irs.gov/Form8038GC.

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

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.
Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.
Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*. For private activity bonds, use Form 8038, *Information Return for Tax-Exempt Private Activity Bond Issues*.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, \$1.49 becomes \$1 and \$2.50 becomes \$3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at www.irs.gov/EIN. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment

purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-F for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through www.irs.gov/FormComments. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.



An Employee Owned Company

Olathe, KS
(913) 782-3655

Goddard, KS
(316) 794-3500

Brookline, MO
(417) 886-3500

Oklahoma City, OK
(405) 478-2900

Oatsoosa, OK
(918) 266-3300

MSO RELEASE INSTRUCTIONS

MODEL: VERMEER SERIAL #: 7NWH19AU3RK050425

The above listed equipment recently purchased from Vermeer Great Plains is supplied with a MSO (Manufacturers Statement of Origin). Please provide the following information for release of the MSO:

MSO ASSIGNMENT:

COMPANY: City of Lake Ozark
ADDRESS: P.O. Box 370
CITY: Lake Ozark
STATE: Missouri
ZIP CODE: 65049

ADDRESS TO SEND MSO:

if same as above

COMPANY: _____
ADDRESS: _____
CITY: _____
STATE: _____
ZIP CODE: _____
CONTACT NAME (ATTN): Kathy Vance, City Clerk
PHONE NUMBER: 573/365-5370