

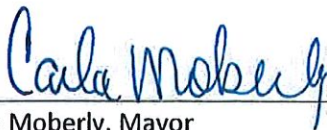
RESOLUTION NO. 25-2024

A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI APPROVING A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT AND SCHEDULE 650001-01 BETWEEN CIVISTA LEASING & FINANCE, A DIVISION OF CIVISTA BANK ("LESSOR") AND CITY OF CLINTON ("LESSEE").

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

1. Determination of Need. The City Council of the City of Clinton, Missouri, has determined that a true and very real need exists for the acquisition of the Equipment described under the Schedule to the Master Agreement dated as of 9/6/2024 between the City of Clinton and Lessor.
2. Approval and Authorization. The City Council of the City of Clinton, Missouri has determined that the Master Agreement and Schedule thereto (collectively, "Agreements"), substantially in the form presented to this meeting, is in the best interests of the City of Clinton for the acquisition of such Equipment, and the City Council hereby approves the entering into of the Agreements by the City of Clinton and hereby designates and authorizes the following person(s) to execute and deliver the Agreements on City of Clinton's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, necessary to the consummation of the transaction contemplated by the Agreements. The Mayor of the City of Clinton, Missouri is hereby authorized to sign the agreement.
3. Adoption of Resolution. The signatures below from the designated individuals from the City Council of the City of Clinton, Missouri evidence the adoption by the City Council of this Resolution.

Read and passed this 1st day of October, 2024.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk





MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT # 6500

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT (the "Agreement") is dated as of September 6, 2024 and entered into between Civista Leasing & Finance, a division of Civista Bank ("Lessor") and City of Clinton.

RECITALS

- A. Lessor desires to lease the Equipment, as hereinafter defined, to Lessee and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement.
- B. Lessee is authorized under the Constitution and laws of the State of Missouri (the "State") to enter into this Agreement for the purposes and subject to the conditions set forth herein.
- C. This Agreement shall be implemented through one or more series of Acceptance Certificates, Schedules of Payments, Escrow Agreements (in transactions funded by escrow) and related documents with each series of the foregoing constituting a single transaction subject to and entered into pursuant to this Agreement.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I

Section 1.01 Lessee represents, covenants and warrants to Lessor as follows:

- (a) Lessee is a state or political subdivision within the meaning of Section 103(c) of the internal Revenue Code of 1986, as amended, (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby and to perform all of its obligations hereunder.
- (c) The execution and delivery of this Agreement by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement. Lessee further represents, covenants and warrants that all requirements have been met and procedures have been followed in order to ensure the enforceability of this Agreement.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition of the Equipment hereunder.
- (e) Lessee shall cause to be executed and delivered to Lessor, an opinion of its counsel and an incumbency certificate in form and substance satisfactory to Lessor.
- (f) Lessee has an immediate need for, and expects to make immediate use of all of the Equipment, which need is not temporary or expected to diminish during the term of this Agreement.
- (g) The execution, delivery and performance of this Agreement and transactions contemplated herein will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bond, loan or credit agreement or other instrument to which Lessee is a party or by which it is bound.
- (h) There are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority which, if adversely determined, would have a material adverse effect on the ability of Lessee to perform its obligations hereunder.
- (i) The Equipment is essential to and will be used only for the purpose of performing one or more governmental functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity. Lessee shall deliver to Lessor, an Essential Use Letter in substantially the form attached hereto.
- (j) The Equipment is, and shall remain during the Term of this Agreement, personal property.

- (k) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder.
- (l) Lessee has never non-appropriated funds under a similar master equipment lease or other similar agreement.

ARTICLE II
DEFINITIONS: IMPLEMENTATION

Section 2.01 The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Acceptance Certificate” is the document, substantially in the form attached, which shall be executed and delivered to Lessor as evidence of the acceptance of the Equipment by Lessee on the date thereof.

“Agreement” means this Master Equipment Lease/Purchase Agreement including the documents attached hereto.

“Code” means the Internal Revenue Code of 1986, as amended.

“Commencement Date” is the date when Lessee delivers an executed Acceptance Certificate to Lessor or the date when Lessor deposits the anticipated acquisition price of the Equipment in an escrow fund (if an Escrow Agreement is used in that transaction), whichever occurs first.

“Equipment” means the personal property consisting of equipment described in a Schedule, Equipment List, Essential Use Letter and one or more Acceptance Certificates executed by Lessee and delivered to Lessor, or to be executed and delivered, pursuant hereto, together with any and all additions, modifications, attachments, accessions, substitutions, replacements and parts thereof.

“Escrow Agreement” means an escrow agreement delivered pursuant to Section 2.02 hereof.

“Purchase Price” shall mean the amount which Lessee can pay to Lessor to acquire the Equipment outright on a Rental Payment due date, as set forth on the Schedule of Payments contained in the Schedule executed by Lessee and applicable to such Equipment.

“Rental Payments” means the basic payments payable by Lessee pursuant to the provisions of this Agreement during the Term which are payable in consideration of Lessor permitting the Lessee to use the Equipment. Rental payments shall be payable by Lessee to Lessor in the amounts and at the times during the Term set forth in the Schedule of Payments.

“Schedule” means any Schedule executed with reference to this Agreement, in which shall be set forth: (a) the Equipment subject of that transaction, and (b) the terms and provisions of Lessee’s payment obligation with respect to the Equipment in the “Schedule of Payments” contained therein.

“Schedule of Payments” means the specific terms and provisions of Lessee’s payment obligation with respect to the Equipment subject of a Schedule, and which shall include an amortization table showing the principal and interest component of each payment.

“Term” means the term provided for in Section 3.01 hereof.

“Vendor” means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or will purchase the Equipment.

Section 2.02 Implementation of Transactions.

- (a) Escrow Funded Transactions. Escrow funded transactions entered into hereunder shall be implemented by Lessee executing and delivering to Lessor (i) a Schedule containing the payment schedule and Equipment description executed in connection herewith; (ii) an Escrow Agreement; and (iii) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto.
- (b) Non Escrow Funded Transactions. Transactions entered into hereunder under transactions without Escrow funding shall be implemented by Lessee executing and delivering to Lessor: (i) a Schedules containing the payment schedule and Equipment description executed in connection herewith; and (ii) upon acceptance of the Equipment, an Acceptance Certificate with respect thereto, and shall constitute Lessee’s direction to Lessor to pay the Vendor the amount of the Purchase Price of the Equipment.

Section 2.03 General. Each transaction implemented and entered into hereunder under each Schedule executed in connection herewith shall be deemed to be a separate and distinct legal and binding obligation of Lessee with this Agreement being applicable thereto independent of additional transactions which may be entered into by Lessor and Lessee hereunder.

ARTICLE III
TERM

Section 3.01 Term of Agreement. This Agreement and each Schedule (and Escrow Agreement, if applicable) shall be effective as of the date of execution hereof and shall remain in effect until Lessee has paid all Rental Payments and other amounts due hereunder and under each Schedule executed in connection with this Agreement, subject to Section 3.02 below.

Section 3.02 Termination of Term. The Term of any Schedule executed in connection herewith will terminate upon the earliest of any of the following events:

- (a) the non-appropriation of funds and termination of that Schedule executed in connection with this Agreement pursuant to Section 5.06;
- (b) the exercise by Lessee of the option to purchase the Equipment subject of that Schedule under the provisions of Article VIII or X of this Agreement;
- (c) a default by Lessee and Lessor's election to terminate a Schedule executed in connection with this Agreement under Article XII; or
- (d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) executed in connection herewith.

ARTICLE IV ENJOYMENT OF EQUIPMENT

Section 4.01 So long as Lessee is not in default hereunder or under the terms of any Schedule (and Escrow Agreement if escrow funded transaction), as to claims of Lessor or persons claiming under Lessor, Lessor hereby covenants that Lessee shall peaceably and quietly have, hold, possess, use and enjoy the Equipment without suit, trouble or hindrance from Lessor, subject to the terms and provisions hereof. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V RENTAL PAYMENTS

Section 5.01 Rental Payments Not to Constitute a Full Faith and Credit Obligation of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) constitutes a current expense of Lessee and not a debt in contravention of constitutional or statutory limitation nor a pledge of the full faith and credit or the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Rental Payments. Lessee shall pay Rental Payments exclusively from legally available funds in lawful money of the United States of America to Lessor at the address set forth on the execution page hereof in the amounts and on the dates set forth in the Schedule of Payments.

Section 5.03 Interest and Principal Components. As set forth on the Schedule of Payments, a portion of each Rental Payment is paid as, and represents payment of, interest and the balance is paid as, and represents payment of, principal.

Section 5.04 Rental Payments to be Unconditional. Subject to the limitations of Section 5.06 hereof, the obligation of Lessee to make payment of the Rental Payments required under this Article V and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) and to perform and observe the other covenants and agreements contained herein and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) shall be absolute and unconditional in all events except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, or any defects, breakdowns or malfunctions in the Equipment, Lessee shall pay all Rental Payments when due and shall not withhold any Rental Payments or assert any right of set-off or counterclaim against its obligation to make any payments under this Agreement. Lessee's obligation to make Rental Payments shall not be abated through accident or unforeseen circumstances.

Section 5.05 Continuation of Term by Lessee. Lessee intends, subject to the provisions of Section 5.06, to pay all Rental Payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) and reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Term will be available. Lessee further intends, and hereby covenants, to do all things lawfully within its power to obtain and maintain funds from which all Rental Payments and payments for all necessary insurance and maintenance on the Equipment may be made, including making provision in each budget submitted and adopted in accordance with law, to use its bona fide best effort to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.06 Nonappropriation. In the event that during any fiscal year of Lessee sufficient funds are not appropriated for the payment of all Rental Payments due under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) required to be paid during Lessee's next succeeding fiscal year and Lessee provides notice of Nonappropriation under Section 3.02 hereof with respect to such Schedule, the Lessee may terminate this Agreement as of the end of its then current fiscal year and shall not be obligated to pay the Rental Payments due under the terms of any Schedule (and Escrow Agreement if

escrow funded transaction) beyond such fiscal year. Lessee agrees to give Lessor written notice of such termination at least sixty (60) days prior to the end of the then current fiscal year. If any Schedule executed in connection with this Agreement is terminated under this section 5.06, Lessee agrees peaceably to deliver the Equipment to Lessor, at any location as designated by Lessor, at Lessee's sole cost and expense and in the condition required by Section 7.01 hereof, together with such documents and assurances as Lessor may reasonably request.

ARTICLE VI
TITLE TO EQUIPMENT: SECURITY INTEREST

- Section 6.01 **Title to the Equipment.** During the Term of this Agreement, title to the Equipment shall rest in Lessee subject to the rights of Lessor under this Agreement, Immediately upon the occurrence of an event of default by Lessee hereunder or the termination of this Agreement under Section 3.02(a) or (c), title to the Equipment shall revert to Lessor, free and clear of any right, title or interest of Lessee, without the necessity of any further action by the parties. In the event that title reverts to Lessor as described above, Lessee will reasonably surrender possession of the Equipment to Lessor in the manner and condition set forth in Section 5.06.
- Section 6.02 **Security Interest.** To secure all obligations of Lessee hereunder, Lessee hereby grants to Lessor a security interest in and to all of Lessee's right, title and interest in and to the Equipment including substitutions and replacements thereof or thereto, and all proceeds (cash and non-cash), including the proceeds of insurance. Lessee agrees to provide such identification markings on the Equipment, in form satisfactory to Lessor, or Lessor deems necessary or appropriate to give notice of Lessor's security interest in the Equipment and, upon assignment, the interest of any assignee of Lessor in the Equipment. In the case of escrow funded transactions, as further security Lessee hereby grants to Lessor, a first priority security interest in the cash and negotiable instruments from time to time comprising the Escrow Fund (as such term is defined in that certain Escrow Agreement by and among Lessor, Lessee and the financial institution acting as escrow agent dated as of the date hereof) and all proceeds (cash and non-cash) thereof. Lessee further agrees that with respect to the Equipment and if applicable, the Escrow Fund, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State.
- Section 6.03 **Personal Property.** The Equipment is, and shall at all times remain, personal property.
- Section 6.04 **Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim on or with respect to the Equipment or any interest therein except in favor of Lessor.

ARTICLE VII
MAINTENANCE: TAXES:
INSURANCE: MODIFICATIONS: LOCATIONS:

- Section 7.01 **Maintenance of Equipment by Lessee.** Lessee agrees that at all times during the Term, Lessee will, at its own cost and expense, preserve and keep the Equipment in good repair, working order and condition. Lessee will from time to time make or cause to be made all necessary and proper repairs and replacements. Lessor shall have no responsibility in any of these matters or for the making of improvements or additions to the Equipment.
- Section 7.02 **Taxes, Other Governmental Charges and Utility Charges.** The parties to this Agreement contemplate that the Equipment will be used for a governmental purpose of Lessee and, therefore, that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay during the Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or thereon, as well as all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment. With respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are accrued during such time as this Agreement is in effect.
- Section 7.03 **Insurance.** Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained with respect to the Equipment to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided. Lessee shall, at Lessor's request, furnish to Lessor certificates evidencing such coverage throughout the Term. With Lessor's prior consent, Lessee may self-insure the Equipment by means of an adequate insurance fund set aside and maintained for that purpose which must be fully described in a letter delivered to Lessor.

All insurance policies required pursuant hereto shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor, or its assignees, as their respective interests may appear, shall name Lessor and its assignees as additional insured, and shall be in form and amount and with insurance companies reasonably satisfactory to Lessor. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (a) it will give Lessor thirty (30) days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or lender loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such

policy or policies. The Net Proceeds (as defined in Section 8.01) of the insurance required in this Section 7.03 shall be applied as provided in Section 8.01 and 8.02 hereof.

In the event Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Equipment in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums therefore or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced by Lessor shall be payable on the next succeeding Rental Payment due date together with interest thereon from the date of advance by Lessor at the rate of 15% per annum.

Section 7.04 Location of Equipment. Lessee shall notify Lessor of the location at or within which the Equipment is being or is to be regularly located or stored promptly upon acceptance and shall thereafter inform Lessor of any change of that location.

Section 7.05 Modifications. Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, Lessee shall not make any alterations, modifications, or attachments to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment, at Lessor's request, Lessee, at its sole cost and expense, will remove all alterations, additions and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear excepted.

ARTICLE VIII
DAMAGE: DESTRUCTION AND CONDEMNATION:
USE OF NET PROCEEDS

Section 8.01 Damage, Destruction and Condemnation. If prior to the termination of the Term of any Schedule (a) the Equipment subject of that Schedule or any portion thereof is destroyed (in whole or part) or damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment subject of that Schedule or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, then, provided the Equipment is not deemed a total loss, Lessee and Lessor shall cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair or restoration of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. In the event of total destruction of or damage to the Equipment subject of that Schedule, Lessor and Lessee shall cause the Net Proceeds to be paid to Lessor for application against the Purchase Price of the Equipment subject of that Schedule, applicable for the next succeeding Rental Payment due plus a pro rata allocation of interest, at the rate utilized to establish the Rental Payments, from the due date of the immediately preceding Rental Payment until the date of the payment.

For purposes of Section 7.03 and this Article VIII, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys' fees) incurred in the collection of such claim or award.

Section 8.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration or the Purchase Price of the Equipment subject of that Schedule, referred to in Section 8.01 hereof, Lessee shall, as applicable, either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds (Lessee agrees that, if by reason of such insufficiency of the Net Proceeds, Lessee shall incur expenses pursuant hereto, it shall not be entitled to any reimbursement thereof from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article V hereof); or (b) pay to Lessor the excess of the sum of the then applicable Purchase Price and pro rata allocation of interest over the Net Proceeds (which shall be retained by Lessor) and, upon such payment, the Term shall terminate and title to the Equipment shall be conveyed by Lessor to Lessee as provided in Article X of this Agreement.

ARTICLE IX
DISCLAIMER OF WARRANTIES: VENDOR'S WARRANTIES:
USE OF THE EQUIPMENT

Section 9.01 Disclaimer of Warranties. (a) LESSOR, NOT BEING A SELLER OF THE EQUIPMENT (AS SUCH TERM IS USED IN THE UNIFORM COMMERCIAL CODE AS ENACTED IN THE STATE) NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS, AND MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO AND, AS TO LESSOR, LESSEE PURCHASES THE EQUIPMENT AS IS. In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special or consequential damage, in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of the Equipment.

(b) Execution of an Acceptance Certificate shall constitute acknowledgement by [and as to (i) and (ii), a representative of] Lessee that: (i) the equipment is of a size, and design, capacity and manufacture selected by Lessee; (ii) Lessee is satisfied that the Equipment is suitable for its purpose; (iii) Lessor has represented that it is not a vendor or a manufacturer or dealer in property of such kind; and (iv) Lessor has disclaimed any representation or warranty or covenant as set forth in Section 9.01 (a) above.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Term, so long as Lessee shall not be in default hereunder, for the purpose of asserting from time to time whatever claims and rights which

Lessor may have against the Vendor, including warranty claims with respect to the Equipment, but for no other purpose whatever. Lessee's sole remedy for the breach of a warranty shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matters have any effect whatsoever on this Agreement, including Lessee's obligation to make timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made, no representations or warranties whatsoever as to the existence or availability of such warranties from the Vendor of the Equipment.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or regulations or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment.

ARTICLE X CONSUMMATION OF PURCHASE

Section 10.01 Consummation of Purchase. At the request of Lessee, Lessor's interest in the Equipment will be transferred, conveyed and assigned permanently to Lessee and this Agreement shall terminate with respect to any Schedule executed in connection herewith:

- (a) at the end of the term, upon payment in full of all Rental Payments due hereunder and under the terms of all Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith, and all other sums required to be paid hereunder and under the terms of all Schedules executed in connection herewith; or
- (b) on any Rental Payment due date, upon payment by Purchaser of the then applicable Purchase Price as set forth in the Schedule of Payments under the terms of the applicable Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith and all other sums required to be paid thereunder.

Upon the occurrence of either of the above, Lessor shall deliver to Lessee a confirmatory Bill of Sale transferring permanently its full remaining right, title and interest in the Equipment to Lessee free and clear of all liens and encumbrances created by or arising through Lessor, with special warranty and warranty of further assurances, but without other warranties.

ARTICLE XI ASSIGNMENT; SUBLEASING; INDEMNIFICATION MORTGAGING AND SELLING

Section 11.01 Assignment by Lessor. This Agreement and any Schedules executed in connection herewith, Lessor's interest in the Equipment subject of any Schedules executed in connection herewith, and right of Lessor to receive payments hereunder and under the terms of any Schedule (and Escrow Agreement if escrow funded transaction) executed in connection herewith, may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor at any time without the necessity of obtaining the consent of Lessee. Upon receipt of a notice that Lessor has assigned its interests hereunder, Lessee agrees to make all payment to the assignee designated in the assignment, and shall, if so requested, acknowledge the assignment in writing, but such acknowledgement shall in no way be deemed necessary to make the assignment effective. Lessee agrees to establish and maintain a book-entry record of ownership of this Agreement. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by Lessor or its assignee to protect their interest in the Equipment and in this Agreement.

Section 11.02 Assignment and Subleasing by Lessee. The Lessee's interest in this agreement, any Schedule (and Escrow Agreement if escrow funded transaction) executed in connection herewith and the interest of Lessee in the Equipment may not be sold, leased, pledged, assigned or otherwise encumbered by Lessee for any reason without the express prior written consent of Lessor.

Section 11.03 Release and Indemnification Covenants. Lessee shall, to the extent permitted by applicable law, indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liabilities, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the Equipment, including the ownership of any item of the Equipment, the ordering, acquisition, manufacture, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death of any person, unless the source shall have been caused by the gross negligence or willful misconduct of Lessor, its officers, employees or agents. The indemnification obligation arising hereunder shall continue in full force and effect notwithstanding the full payment of any obligations under this agreement or termination of the Term for any reason.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.01 Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

- (a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder or under the terms of all Schedules (and Escrow Agreements if escrow funded transaction) executed in connection herewith at the time and manner specified herein; or
- (b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed hereunder or under the terms of all Schedules (and any Escrow Agreements if escrow funded transaction) executed in connection herewith; or
- (c) Any certificate, statement, representation, warranty or audit contained herein or heretofore furnished with respect hereto or under the terms of all Schedules (and any Escrow Agreement if escrow funded transaction) executed in connection herewith by or on behalf of Lessee proving to have been false in any material respect at the time as of which facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or
- (d) Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws or filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency or other similar laws, the filing by Lessee of an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding, or the failure to file an answer to such petition within forty-five (45) days from the filing thereof.

Section 12.02 Remedies on Default. Whenever any event of default referred to in Section 12.01 hereof shall have happened and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) By written notice to Lessee, declare an amount equal to the then applicable Purchase Price under the terms of all Schedules (and any Escrow Agreements if escrow funded transaction) executed in connection herewith as set forth in the Schedule of Payments as set forth the Schedules to be immediately due and payable;
- (b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease it, or any item thereof, for the account of Lessee, holding Lessee liable for (i) all payments due up to the effective date of such selling, leasing or subleasing; and (ii) the difference, if any, between the purchase price, rental and other amounts paid by the lessee or sublessee pursuant to such sale, lease or sublease and all amounts payable by Lessee hereunder, including the applicable Purchase Price of all Schedules executed in connection herewith; or
- (c) Require Lessee to deliver the Equipment to Lessor at any location within fifty (50) miles of the City of Pittsburgh, PA as designated by Lessor at Lessee's sole risk, cost and expense and in the condition required by Section 7.01 hereof; or
- (d) Take whatever other action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Agreement.

In addition, Lessee will remain liable 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.

Section 12.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII TAX INDEMNIFICATION

Section 13.01 Covenants. The parties assume that Lessor can exclude the interest component of the Rental Payments from Federal gross income. Lessee covenants and agrees that it will (i) if the transaction is escrow funded, rebate an amount equal to excess earnings on the Escrow Fund to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by regulations applicable thereto; (ii) use a book entry system to register the owner of this Agreement so as to meet the applicable requirements of Section 149(a)(3) of the Code; (iii) timely file a Form 8038-G or, if the invoice price of the Equipment is less than \$100,000, a form 8038(GC) with the Internal Revenue Service in accordance with Section 149(e) of the Code; (iv) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code; and (v) comply with all provisions and regulations applicable to excluding interest from Federal gross income pursuant to Section 103 of the Code.

Section 13.02 Indemnification. If Lessor either (i) receives notice, in any form, from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold; that Lessor may not exclude any interest paid hereunder from Federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after

Lessor notifies Lessee of such determination, an amount which, with respect to rental payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Agreement through the date of such payment. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay as additional rent to Lessor on each succeeding Rental Payment due date such amount as will maintain such after-tax yield to Lessor.

**ARTICLE XIV
MISCELLANEOUS**

- Section 14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, to the parties at the addresses set forth on the signature page hereof.
- Section 14.02 Binding Effect. This Agreement shall insure to the benefit of and shall be binding upon, Lessor and Lessee and their respective successors and assigns.
- Section 14.03 Severability/Survival. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The obligation of Lessee under section 7.02, 11.03 and 13.02 which accrue during the term shall survive termination of this Agreement.
- Section 14.04 Amendments, Changes and Modifications. This Agreement may be amended only by written agreement of Lessor and Lessee.
- Section 14.05 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- Section 14.06 Applicable Law. This agreement shall be governed by and construed in accordance with the laws of the State.
- Section 14.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- Section 14.08 Waiver. No covenant or condition of this Agreement can be waived except by the written consent of Lessor. Any failure of Lessor to require strict performance by Lessee or any waiver by Lessor of any terms, covenants or agreements herein shall not be construed as a waiver of any other breach of the same of any other term, covenant or agreement herein.
- Section 14.09 Entire Agreement. This Agreement, together with the documents attached hereto and other agreements referred to herein, constitutes the entire agreement between the parties.
- Section 14.10 Time. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has caused this Agreement to be executed in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.

ATTEST: LESSOR: Civista Leasing & Finance, a division of Civista Bank
680 Andersen Dr., Bldg 10, Ste 505, Pittsburgh, PA 15220

by: Janula Mitchell by: H. Freeman

ATTEST: LESSEE: City of Clinton

By: Christina A. Maggi By: Carla Moberly

ATTEST-TITLE: Christina Maggi SIGNOR TITLE: Mayor

ATTEST-NAME: City Administrator SIGNOR NAME: Carla Moberly

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Officer of City of Clinton (LESSEE); a political subdivision duly organized and existing under the laws of the State of Missouri, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective name and titles are their true and authentic signatures and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement, and all documents connection therewith, including Schedule thereto and any Escrow Agreement, dated 9/6/2024, between such entity and Civista Leasing & Finance, a division of Civista Bank.

NAME	TITLE	SIGNATURE
<input checked="" type="checkbox"/> <u>Carla Moberly</u>	<input checked="" type="checkbox"/> <u>Mayor</u>	<input checked="" type="checkbox"/> <u></u>

IN WITNESS WHEREOF, I have duly executed this certificate and affixed and seal of such entity hereto this 2nd day of October, 2024.


Signature

ATTEST-Name: Christine Maggi
ATTEST-Title: City Administrator

SEAL

RIDER NO. 1

Attached to and made a part of that Certain Master Equipment Lease/Purchase Agreement 6500, Escrow Agreement, and Schedule 650001-01 thereto (collectively, "Agreements") dated as of September 6, 2024, by and between Civista Leasing & Finance, a division of Civista Bank as Lessor and City of Clinton (LESSEE) as Lessee.

1. Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including the Agreements) in the amount of more than \$10,000,000 as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.
2. The parties assume and intend that the Agreements will qualify as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In the event that Lessor either (i) receives notice from the Internal Revenue Service; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not reasonably withhold, that the otherwise applicable exception set forth in Section 265(b)(3) of the Code is not available, then Lessee shall pay to Lessor within thirty (30) days after receiving notice from lessor of such event, the amount which with respect to rental payments previously paid, will restore the after-tax yield on the transaction evidenced by the Agreement to that which it would have been had such exception been available, and pay as an additional rent on succeeding rent payment due dates such amount as will maintain such after-tax yield.
3. The obligations of Lessee hereunder which accrue during the term of the Agreements shall survive termination of the Agreements.
4. The parties agree that this Rider is an integral part of the Agreement.

Date: 10-02-2024 _____

LESSOR: Civista Leasing & Finance, a division of Civista Bank

By: *[Signature]*

LESSEE: City of Clinton

By: *Carla Moberly*

Title: Mayor

Print name: Carla Moberly

ESSENTIAL USE LETTER

Civista Leasing & Finance, a division of Civista Bank
680 Andersen Dr., Bldg 10, Ste 505
Pittsburgh, PA 15220

Ladies and Gentlemen:

Reference is made to that certain Master Equipment Lease/Purchase Agreement, dated as of September 6, 2024 and Schedule thereto (collectively, together with all other agreements being executed in connection therewith, including any Escrow Agreement, the "Agreements"), between Civista Leasing & Finance, a division of Civista Bank, as Lessor and the undersigned, as Lessee. The Equipment, as such term is defined in the Agreements can generally be described as follows:

**2024 Elgin Broom Badger 4 Wheel Mechanical Sweeper SN CJ41076
2024 Isuzu NRR 2 1/2 Ton Cab Chassis VIN JALE5W162R7306858**

This confirms and affirms that the Equipment is essential to the governmental functions of Lessee. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee. Specifically, the Equipment was selected by Lessee to be used as follows:

(COMPLETE ESSENTIAL-USE)

Sweeping public streets and city-owned parking lots

City of Clinton ("Lessee")

By: Carla Moberly
SIGNOR TITLE: Mayor
SIGNOR NAME: Carla Moberly

Date: 10/02/2024

SCHEDULE TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

RE: Master Equipment Lease / Purchase Agreement 6500 dated as of September 6, 2024 between Civista Leasing & Finance, a division of Civista Bank. ("Lessor") and City of Clinton ("Lessee").

This "Schedule to Master Equipment Lease / Purchase Agreement" ("Schedule") incorporates by reference the terms and conditions of the above referenced Master Equipment Lease/Purchase Agreement No. September 6, 2024, ("Master Agreement") between Lessee and Lessor.

LESSEE AGREES TO LEASE THE EQUIPMENT DESCRIBED BELOW FROM LESSOR, AND LESSOR BY ACCEPTANCE OF THIS LEASE AGREES TO LEASE THE EQUIPMENT TO LESSEE, ON THE TERMS AND CONDITIONS SET FORTH IN THIS SCHEDULE, THE ESCROW AGREEMENT, AND THE MASTER AGREEMENT, THE TERMS AND CONDITIONS EACH AGREEMENT BEING INCORPORATED HEREIN BY REFERENCE.

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1	CJ41076	2024 Elgin Broom Badger 4 Wheel Mechanical Sweeper
1	JALE5W162R7306858	2024 Isuzu NRR 2 1/2 Ton Cab Chassis

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

801 East Sedalia Ave., Clinton, MO 64735

SCHEDULE OF PAYMENTS

Term of Lease (In months)	Total Number of Rental Payments	AMOUNT OF EACH PAYMENT			FIRST PAYMENT AMOUNT
		Rent	Sales Tax	Total	First Period Payment = Total Payment Encl. \$5,494.83
60	60	\$5,494.83	EXEMPT	\$5,494.83	PAYMENT FREQUENCY Monthly

PAYMENT NUMBER	PAYMENT AMOUNT	INTEREST COMPONENT	PRINCIPAL COMPONENT
1	5,494.83	0.00	5,494.83
2	5,494.83	1,614.66	3,880.17
3	5,494.83	1,591.71	3,903.12
4	5,494.83	1,568.63	3,926.20
5	5,494.83	1,545.41	3,949.42
6	5,494.83	1,522.05	3,972.78
7	5,494.83	1,498.55	3,996.28
8	5,494.83	1,474.91	4,019.92
9	5,494.83	1,451.14	4,043.69
10	5,494.83	1,427.22	4,067.61
11	5,494.83	1,403.16	4,091.67
12	5,494.83	1,378.96	4,115.87
13	5,494.83	1,354.62	4,140.21
14	5,494.83	1,330.13	4,164.70
15	5,494.83	1,305.50	4,189.33
16	5,494.83	1,280.72	4,214.11
17	5,494.83	1,255.80	4,239.03
18	5,494.83	1,230.73	4,264.10
19	5,494.83	1,205.51	4,289.32
20	5,494.83	1,180.14	4,314.69
21	5,494.83	1,154.62	4,340.21
22	5,494.83	1,128.95	4,365.88

23	5,494.83	1,103.13	4,391.70
24	5,494.83	1,077.15	4,417.68
25	5,494.83	1,051.02	4,443.81
26	5,494.83	1,024.74	4,470.09
27	5,494.83	998.30	4,496.53
28	5,494.83	971.71	4,523.12
29	5,494.83	944.95	4,549.88
30	5,494.83	918.04	4,576.79
31	5,494.83	890.97	4,603.86
32	5,494.83	863.74	4,631.09
33	5,494.83	836.35	4,658.48
34	5,494.83	808.80	4,686.03
35	5,494.83	781.08	4,713.75
36	5,494.83	753.20	4,741.63
37	5,494.83	725.16	4,769.67
38	5,494.83	696.95	4,797.88
39	5,494.83	668.57	4,826.26
40	5,494.83	640.03	4,854.80
41	5,494.83	611.31	4,883.52
42	5,494.83	582.43	4,912.40
43	5,494.83	553.38	4,941.45
44	5,494.83	524.15	4,970.68
45	5,494.83	494.75	5,000.08
46	5,494.83	465.18	5,029.65
47	5,494.83	435.43	5,059.40
48	5,494.83	405.50	5,089.33
49	5,494.83	375.40	5,119.43
50	5,494.83	345.12	5,149.71
51	5,494.83	314.67	5,180.16
52	5,494.83	284.03	5,210.80
53	5,494.83	253.21	5,241.62
54	5,494.83	222.21	5,272.62
55	5,494.83	191.02	5,303.81
56	5,494.83	159.65	5,335.18
57	5,494.83	128.10	5,366.73
58	5,494.83	96.36	5,398.47
59	5,494.83	64.43	5,430.40
60	5,494.83	32.33	5,462.50

Lessee: City of Clinton

BY: Carla Moberly
 Carla Moberly
 TITLE: Mayor

DATE: 10/02/2024

Lessor: Civista Leasing & Finance, a division of
 Civista Bank

BY: A. Fleener

TITLE: SVP Leasing Operations
 DATE: 10/24/24

CERTIFICATE OF ACCEPTANCE

RE: Master Equipment Lease/Purchase Agreement 6500 ("Master Agreement") dated as of September 6, 2024, between Civista Leasing & Finance, a division of Civista Bank ("Lessor") and City of Clinton ("Lessee") and Schedule 65001-01 thereto ("Schedule") dated 9/6/2024.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Agreement and Schedule (together with any Escrow Agreement). I hereby certify that:

1. The Equipment described on the Schedule has been delivered and installed in accordance with Lessee's specifications.
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 has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Schedule during the current Fiscal Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Fiscal Year.
4. Lessee has obtained insurance coverage as required under the Master Agreement from an insurer qualified to do business in the State.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default (as such is defined in the Master Agreement) exists as of the date hereof.
7. The governing body of Lessee has approved the authorization, execution and delivery of the Schedule and the Master Agreement on its behalf by the authorized representative of Lessee who signed the Master Agreement.
8. During the term of the Schedule, the Equipment will be used for essential governmental functions. Such functions are:
⇒ Sweeping public streets and city-owned parking lots

9. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under the "Schedule of Payments" contained in the Schedule.

⇒ Revenues from two streets funds: Street (24) and Second Street / Calvird Dr. Fund (23)

10. Please state why you reasonably expect and anticipate that adequate funds will be available for all future Rental Payments that will come due under the "Schedule of Payments" contained in the Schedule.

⇒ Street (24) has a revenue stream from multiple sources. Cash balance \$726,000.

Second Street / Calvird Dr. Fund currently has a cash balance in excess of \$800,000

Lessee : City of Clinton

BY:

Carla Moberly
Carla Moberly

TITLE: Mayor

DATE OF ACCEPTANCE: 10/02/2024

BANK QUALIFIED CERTIFICATE

RE: Master Equipment Lease/Purchase Agreement 6500 dated as of September 6, 2024, ("Master Agreement"), Escrow Agreement ("Escrow Agreement") and Schedule 650001-01 thereto dated 9/6/2024, ("Schedule") between Civista Leasing & Finance, a division of Civista Bank ("Lessor") and City of Clinton ("Lessee").

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement is executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than Ten Million (\$10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Master Agreement, Escrow Agreement and Schedule (collectively, "Agreement") as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

By: Carla Moberly
(Signature of individual authorized to execute this Exhibit)

Printed Name: Carla Moberly
(Printed name of individual who signed directly above)

AGREEMENT TO PROVIDE INSURANCE


Lessee: City of Clinton	Lessor: Civista Leasing & Finance, a division of Civista Bank
Address: 105 East Ohio Street Clinton MO 64735	Address: 680 Andersen Dr., Bldg 10, Ste 505 Pittsburgh, PA 15220
Phone: (660) 885-6121	Phone: 412-539-1500


Description of Equipment: 2024 Elgin Broom Badger 4 Wheel Mechanical Sweeper SN CJ41076, 2024 Isuzu NRR 2 1/2 Ton Cab Chassis VIN JALE5W162R7306858


I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.


NAME OF AGENT


INSURANCE COMPANY


Name:  Mike Keith Insurance Agency

Name:  Missouri Rural Services / STAR

Address:  103 W Franklin, Clinton MO 64735

Policy #:  CP0986583-01

Phone:  (660) 885-5581

Fax:  (660) 885-8278

Lessee's Signature:  
Carla Moberly

MISSOURI
DRIVER LICENSE

9 CLASS: F 4b EXP 08/02/2026
4d DL NO: M070232004 3 DCB 08/02/1956

1 MOBERLY
2 CARLA DIANE
8 603 MONTGOMERY ST
CLINTON, MO 64735

9a END: NONE
12 RESTRICTIONS: A
15 SEX: F 17 WGT: 170 lb 4a ISS: 03/09/2020
16 HGT: 5'-05" 18 EYES: BLU

Carla D Moberly
5 DD 200700690017



USA

Wynne Wallingford
Director of Revenue

MISSOURI

NOT FOR
REAL ID
PURPOSES

DRIVER LICENSE



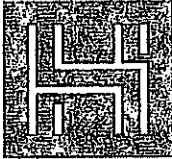
9 CLASS **F** 4b EXP **10/20/2030**
 4d DL NO. **R070292002** 3 DOB **10/20/1961**
 1 **MAGGI**
 2 **CHRISTINA ANN**
 6 **102 S TRACY DR**
CLINTON, MO 64735
 9a END **NONE**
 12 RESTRICTIONS **NONE**
 15 SEX **F** 17 WGT **160 lb**
 16 HGT **5'-03"** 18 EYES **BLU**
 4a ISS **09/10/2024**



Christina A Maggi

6 DD 240702540040

10/20/61



HARRIS, HARRIS AND SOMMER LLC

ESTD PROFESSIONAL SERVICE. LOCAL APPROACH 1978

206 N. Holden Street, Warrensburg, Missouri 64093

Robert E. Harris (1939-2008)
Douglas B. Harris, Member
K. Adam Sommer, Member

Telephone (660) 747-8131
Facsimile (660) 747-8149

FORM OF OPINION OF COUNSEL

Date: October 8, 2024

Lessee: City of Clinton

Lessor: Civista Leasing & Finance, a division of Civista Bank

Re: Master Equipment Lease/Purchase Agreement No. 6500 dated September 6, 2024 by and between the above- named Lessee and the above-named Lessor.

Sir/Madam:

I have acted as counsel to Lessee with respect to the Master Equipment Lease/Purchase Agreement and ancillary documents thereto, and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Missouri (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).

5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion, as to the matters stated as of the date of this opinion.

Very truly yours,



Douglas B. Harris

City Counselor

MI100186

CERTIFICATE OF ORIGIN FOR A VEHICLE

ISUZU

DATE
06/07/2024

INVOICE NO.
970938278

VEHICLE IDENTIFICATION NO.
JALE5N162R7306858

YEAR
2024

MAKE
ISUZU

BODY TYPE
1/2 TON CAB/CHASSIS

SHIPPING WEIGHT
6625

H.P. (S.A.E.)
215

G.V.W.R.
19500

NO. CYLS.
4

SERIES OR MODEL
NRR

THIS VEHICLE HAS A 50 STATE EMISSION SYSTEM

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.
NAME OF DISTRIBUTOR, DEALER, ETC.

GFI TRUCKS, LLC DBA
CENTRAL ILLINOIS TRUCKS
3440 BALEIN DRIVE
SPRINGFIELD IL 62707-6844

6151

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

ISUZU COMMERCIAL TRUCK OF AMERICA, INC

BY:  PRESIDENT AND COO
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

IC0347860

ANAHEIM, CALIFORNIA
CITY-STATE

iLien Cover Page

Date Printed: 10/10/2024

Debtor:

City of Clinton
105 East Ohio Street
Clinton, MO 64735

Lease Number: 650001-01

loan num:

REF3:

REF4:

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 92482358

Order Confirmation #: 100868140

UserID: 295084

UserName: ALEX SINGLETON

Number of Collateral Pages Attached: 0

Transaction Type: Original

Jurisdiction: MO, Secretary of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

Lien Solutions

Representation of filing

This filing is Completed

File Number : 20240924001151850

File Date : 9/24/2024 12:00:00 AM

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Name: Wolters Kluwer Lien Solutions Phone: 800-331-3282 Fax: 818-662-4141	
B. E-MAIL CONTACT AT SUBMITTER (optional) uccfilingreturn@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	100868140 MOMO
File with: Secretary of State, MO SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME City of Clinton				
OR	1b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1c. MAILING ADDRESS 105 East Ohio Street		CITY Clinton	STATE MO	POSTAL CODE 64735
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME C T Corporation System, as representative				
OR	3b. INDIVIDUAL'S SURNAME			
	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 330 N Brand Blvd, Suite 700; Attn: SPRS		CITY Glendale	STATE CA	POSTAL CODE 91203
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
2024 Elgin Broom Badger 4 Wheel Mechanical Sweeper SN CJ41076, 2024 Isuzu NRR 2 1/2 Ton Cab Chassis VIN JALE5W162R7306858 with all replacement parts, additions, repairs, accessions and accessories incorporated therein and/or affixed thereto (together with all contract payments and other payments due and to become due thereunder including all casualty, termination and insurance loss payments)
Lease/Contract #650001-01

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Baïor Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
100868140



ADDITIONAL REMARKS SCHEDULE

AGENCY Mike Keith Insurance, Inc.		NAMED INSURED City of Clinton Christy Maggi 105 E Ohio St Clinton, MO 64735	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 * Location: 105 East Ohio Street Clinton, MO 64735
 * Contract Number(s): 650001-01



INVOICE

Invoice Number	KC214296	THE INVOICE NUMBER MUST ACCOMPANY ALL REMITTANCES AND CORRESPONDENCES
Cust P.O. NO		9/6/2024

St. Louis: 1-800-325-4323
 Kansas City: 1-800-262-0149
 Springfield: 217-622-2834

Remit To
 P.O. Box 790379
 St. Louis, MO 63179

SHIP TO	
9/6/2024	CITY OF CLINTON - SHIP TO
909100-02	801 EAST SEDALIA
909101	CLINTON MO 64735
KC01	Order Number: KC117587
DELIVERY	
N Miller	

BILL TO:
 CIVISTA LEASING AND FINANCE
 680 Andersen Drive
 Pittsburgh, PA 15220

ALL CLAIMS MUST BE MADE WITHIN 5 DAYS OF RECEIPT OF MERCHANDISE
 NO RETURNS WILL BE ACCEPTED WITHOUT WRITTEN AUTHORIZATION.
 ALL RETURNS SUBJECT TO 20% RESTOCKING FEE.

Terms	NET 30 Days from Invoice Date	
Due By:	10/6/2024	Pay: 278494.13

Item Number	Description	Ordered	B/O	Shipped	UOM	Unit Price	Ext. Price
705-02	2024 Elgin Broom Badger SN: CJ41076	1.00	0.00	1.00	EACH	\$192,135.00	\$192,135.00
705-02	2024 Isuzu NRR	1.00	0.00	1.00	EACH	\$89,223.18	\$89,223.18
705-02	Sourcewell Discount	1.00	0.00	1.00	EACH	(\$5,764.05)	(\$5,764.05)
705-02	Freight, Delivery, Lifetime Training	1.00	0.00	1.00	EACH	\$2,900.00	\$2,900.00

7062
 2024 Elgin Broom Badger SN: CJ41076
 2024 Isuzu NRR VIN JALE5N162R7306858

Subtotal	\$278,494.13
Discount	\$0.00
Miscellaneous	\$0.00
Freight	\$0.00
Tax	\$0.00
Total	\$278,494.13
Amount Paid	\$0.00
Amount Due	\$278,494.13

Effective July 1, 2024 all credit card transactions totaling \$1,500.00 or more will be charged a 3% Service Fee.



Good Evening, Laurie Karlheim

Online Activity ?

TRANSACTION DETAILS

DOMESTIC WIRE

KEY EQUIPMENT & SUPPLY CO

\$278,494.13

Tracking ID: 2643351

Created Date: 10/24/2024

PAYMENT DETAILS

Created By

Laurie Karlheim

From Account

INTERNAL ACCOUNT XXXX3473

Authorized

10/24/2024 3:04 PM

To Account

XXXX808

Authorized By

ALIJAH BUCKHAM

To Account Type

Checking

Process Date

10/24/2024

Message to Beneficiary

INVOICE# KC214296, CITY OF CLINTON, 650001-01

Originator Wire Header

Civista Leasing

RECIPIENT DETAILS

Wire Name	Account	Type	Beneficiary FI ID	Amount
KEY EQUIPMENT & SUPPLY CO	XXXX808	Checking	XXXXXX6162	\$278,494.13

Recipient Information

Wire Name

KEY EQUIPMENT & SUPPLY CO

Address

PO BOX 2007

City

MARYLAND HEIGHTS

Email Address

ahuff@keyequipment.com

State

MO

ZIP

63043

Wire Name	Account	Type	Beneficiary FI ID	Amount
Beneficiary FI				
Name	Address		City	
ENTERPRISE BANK & TRUST	150 N Meramec Ave		Clayton	
Beneficiary FI ID			State	
XXXXX6162			MO	
			ZIP	
			63105	

TRANSACTION PROCESS

Company

Financial Institution

