

**CITY OF BOONVILLE
COUNCIL MEETING
AGENDA**

December 4, 2017

7:00 p.m.

**City Council Chambers
525 E. Spring Street
Boonville, Missouri**

Public Hearing

7:00 P.M. –Public Hearing on Application for Rezoning of 104 West Spring Street from R-3 to C-1

I. Call to Order – Pledge and Prayer (Michael Stock)

II. Roll Call

III. Hearing of Citizens' Comments

- Ken Hirlinger, Municipal Facilities Authority – Housing Summit Report

IV. Approval of the Minutes of the November 20, 2017 Council Meeting

V. Consent Items

- a. None.

VI. Presentation of Accounts and Claims

VII. Unfinished Business

- A) Second Reading of Bill No. 2017-036 Approving Rezoning of 104 West Spring Street

VIII. New Business

- A) First and Second Reading of Bill No. 2017-037 Authorizing a Lease Purchase Agreement for Certain Capital Improvements with First State Community Bank

IX. Reports of Standing Committees

- A) Tourism Commission – November 14, 2017 (Morris Carter)
- B) Street, Alley, and Sanitation Board – November 29, 2017 (Michael Stock)

X. Reports of City Officials

City Administrator

- Elected Officials Salaries

Mayor

City Counselor

City Clerk

XI. Miscellaneous

XII. Adjourn

NOTICE: The City of Boonville will comply with the Americans with Disabilities Act (ADA). Individuals who require an accommodation due to disability to attend this meeting should contact our office at 660-882-2332 or Relay Missouri, 1-800-735-2966 TTY at least 48 hours in advance.

DRAFT COPY PENDING CITY COUNCIL REVIEW AND APPROVAL

City of Boonville
City Council Meeting
Minutes
November 20, 2017

The Boonville City Council met in Regular Session on November 20, 2017 at 7:00 p.m. in the Council Chambers. The following officers were present: Julie Thacher, Mayor; Irl Tessendorf, City Administrator; Charissa Mayes, City Counselor; and Teresa Studley, City Clerk.

CALL TO ORDER – PLEDGE AND PRAYER

The meeting was called to order and Ms. Vanessa Dorman led the prayer after the pledge of allegiance.

ROLL CALL

The following Council Representatives were present: Vanessa Dorman, Michael Stock, Steve Young, Susan Meadows, Henry Hurt, and Morris Carter. Council Representatives Ned Beach and Whitney Venable were absent.

HEARING OF CITIZENS' COMMENTS

None.

APPROVAL OF THE MINUTES OF THE NOVEMBER 6, 2017 COUNCIL MEETING

The minutes were approved as presented.

CONSENT ITEMS

The following Consent Items were presented for approval:

- a. Consider Pay Request No. 7 from Cody Martin Excavating, LLC in the amount of \$60,310.04 for Soccer Fields Grading and Retaining Wall Improvements
- b. Consider Change Order No. 4 from Cody Martin Excavating LLC in the amount of <\$28,212.81> CREDIT for Soccer Fields Grading and Retaining Wall Improvements

Mr. Carter moved, and Mr. Stock seconded the motion to approve the Consent Items. With no questions, roll call was taken. Ayes: Dorman, Stock, Young, Meadows, Hurt, and Carter. Total (6). Opposed: None. Total (0). Absent: Beach and Venable. Total (2). Motion Carried.

PRESENTATION OF ACCOUNTS AND CLAIMS

Ms. Studley read the ordinance in its entirety and a second time by title only, since a copy of the ordinance had been made available prior to the meeting. Mr. Carter moved, and Ms. Meadows seconded the motion for approval. Roll call was taken. Ayes: Dorman, Stock, Young, Meadows, Hurt, and Carter. Total (6). Opposed: None. Total (0). Absent: Beach and Venable. Total (2). Motion Carried.

UNFINISHED BUSINESS

SECOND READING OF BILL NO. 2017-033 ACCEPTING AND APPROVING AN AGREEMENT WITH MECO ENGINEERING COMPANY, INCORPORATED FOR ENGINEERING SERVICES

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Ms. Meadows seconded the motion to approve this bill. With no questions, roll call was taken. Ayes: Dorman, Stock, Young, Meadows, Hurt, and Carter. Total (6). Opposed: None. Total (0). Absent: Beach and Venable. Total (2). Motion Carried.

SECOND READING OF BILL NO. 2017-035 AUTHORIZING STP-URBAN PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

Ms. Studley read, by title only, a copy of the bill. Mr. Carter moved, and Mr. Stock seconded the motion to approve this bill. Roll call was taken. Ayes: Dorman, Stock, Young, Meadows, Hurt, and Carter. Total (6). Opposed: None. Total (0). Absent: Beach and Venable. Total (2). Motion Carried.

NEW BUSINESS

FIRST READING OF BILL NO. 2017-036 APPROVING REZONING OF 104 WEST SPRING STREET

Ms. Studley read, by title only, a copy of the bill.

CONSIDER PURCHASE OF MATERIAL AND LABOR FOR WATER TANK MIXING EQUIPMENT

Mr. Cauthon updated the Council on the disinfection byproducts condition for the City of Boonville's water supply. Mr. Cauthon advised that Alliance Water Resources spend much of their time watching the numbers and adjusting the water treatment process to keep the City of Boonville in compliance with Department of Natural Resources standards. Mr. Cauthon advised that the City of Boonville has made significant improvements within the past year since there was a series of violations on the disinfection byproducts, but are now in compliance. The City of Boonville has added mixers and power vents to the Krohn Street tower and to the 1-million-gallon tank at the water treatment plant to get the numbers in compliance. Mr. Cauthon advised

that Utility Service has proposed providing and installing a PAX tank mixer and power vent in the 300,000-gallon tower at the Water Treatment Plant tank for \$41,790.00. Mr. Cauthon recommends accepting their proposal for the provision and installation of the TTHM removal system. Mr. Carter moved, and Mr. Meadows seconded the motion to accept Mr. Cauthon's recommendation to accept the proposal. Roll call was taken. Ayes: Dorman, Stock, Young, Meadows, Hurt, and Carter. Total (6). Opposed: None. Total (0). Absent: Beach and Venable. Total (2). Motion Carried.

REPORTS OF STANDING COMMITTEES

HOUSING AUTHORITY – NOVEMBER 8, 2017

Mr. Carter reported that it was a standard meeting, and everything is going well.

PARKS AND RECREATION BOARD – NOVEMBER 20, 2017

Ms. Dorman reported that the meeting was cancelled.

REPORTS OF CITY OFFICIALS

CITY ADMINISTRATOR

No report was offered.

MAYOR

No report was offered.

CITY COUNSELOR

No report was offered.

ECONOMIC DEVELOPER

Dr. Gann reviewed his November 16, 2017 Economic Development Report with the Council with particular note to several items.

Dr. Gann reported that the Municipal Facilities Authority hosted the Housing Summit at the State Fair Community College Campus. Dr. Gann advised that Mr. Ken Hirlinger, President of the Municipal Facilities Authority, will be at the next council meeting to present a Housing Summit Report to the Council. Dr. Gann advised that the forum was very well attended.

Dr. Gann reported that on Tuesday, there will be an announcement of a significant economic development project in Sedalia, Missouri. This is just one out of four in the surrounding area that the City of Boonville was not able to obtain. Dr. Gann stated that the reason the City of Boonville was not considered for these projects is due to the request of a

minimum of 150 acres of developable land with all utilities in place for these projects. Dr. Gann advised that the City of Boonville does not have a site that would support that.

CITY CLERK

No report was offered.

Mayor Thacher brought the Council's attention to the Alliance Water Resources report on Administrative section. Mr. Jim Ianke has retired as Division Manager. She wishes him well on his retirement. Mayor Thacher also pointed out the Mr. Mark Wild attended the Missouri River Clean-up event.

MISCELLANEOUS

Mr. Cauthon briefed the Council on the report of the Boonville Missouri River Clean-up, held on Saturday, October 21, which was included in the council packet. Mr. Cauthon named some of the sponsors and partners that participated in the event which included: Mid-Missouri Solid Waste Management District, Alliance Water Resources, Advanced Disposal, and the City of Boonville Public Works. Mr. Cauthon noted that there were a total of 257 volunteers and a total of 2.4 tons of trash.

Mr. Young wanted to start a discussion with the Council on the compensation of the City Council and Mayor positions. Mr. Young advised that the salaries for these positions were last set in 2005 and they have not changed since. Mr. Young pointed out that many of the elections are uncontested races which suggests a very low interest in said positions. Mr. Young suggested that the compensation needs to be doubled since it has been twelve years since the last increase. Mr. Young suggests that city staff investigate other towns similar to the size of Boonville, for the compensation ranges of council and mayor to review if the doubling of the salaries were comparable. Mr. Young suggests that if the salaries are adjusted then they should consider cost of living increases for the positions as well. Ms. Dorman stated that when she ran for office, she never considered the money. Mayor Thacher questioned Mr. Tessendorf if the Council give themselves raises. Mr. Tessendorf responded that traditionally the elected officials don't get a raise and also there are conditions on the timing that the changes can be made based on terms. Mr. Tessendorf stated that MML might have some data on this information. Mayor Thacher suggested that city staff do some research from other cities and with the new fiscal year budget planning approaching, this will be a good time to address it.

Mayor Thacher thanked the American Legion for putting the flags up in the downtown area for the Veterans Day Holiday. Mayor Thacher appreciates their efforts.

Ms. Dorman inquired about the copies of the nuisance letters that she received. Ms. Fjell stated that those copies were given to Ms. Dorman to make her aware of the letters that code enforcement has sent out. Ms. Fjell advised that if the recipients reach out to Ms. Dorman in reference to the letter, she would be aware of what type of violation was involved. Ms. Fjell reminded the Council that code enforcement is working ward by ward and currently they are on ward 2. Ms. Fjell briefed the Council on the procedures that follow once the letter is sent out. Ms. Dorman commented that she believes this is a great effort by the City of Boonville to make

our community better and it could be a solution to the housing problem in Boonville. Many of these houses that are derelict could be habitable housing for the community. Mayor Thacher stated that she has received many compliments about the City of Boonville's efforts on cleaning up the community. There is a noticeable difference in the community.

Mr. Stock stated that he received a call from his constituents in reference to the Toastmaster facility on East Morgan Street by the prison and if there was anything that was going to become of the property. Ms. Fjell advised that the property is privately owned. There have been a few inquiries in reference to the facility. Ms. Fjell stated that there is nothing derelict that fits the Code Enforcement's definition of the property. Ms. Fjell stated that the City of Boonville is limited to inspections on the outside of the building and has no authority to go inside the building.

ADJOURN

With no further discussion, Mr. Carter moved, and Ms. Dorman seconded the motion to adjourn at 7:27 p.m. and the voice vote was unanimous.

Respectfully Submitted,

Teresa Studley, City Clerk

Approved:

Julie Thacher, Mayor

ORDINANCE APPROPRIATING MONEY

Be it Ordained by the Council of the City of Boonville, as follows:

Section 1: For the purpose of paying salaries and various accounts against the City of Boonville, which have been allowed by the Council, at the regular meeting thereof on December 4, 2017 the sum of **\$334,930.74**

General Fund	\$72,647.81
Sanitation	\$28,923.69
CIP Tax	\$6,130.52
Water Works	\$102,231.26
Capital Projects	\$37,900.50
Waste Water	\$47,813.49
Tourism	\$4,957.72
Gaming	\$1,697.36
Parks/Water	\$32,628.39

Section 2: The Accountant is hereby authorized and instructed to draw checks on the respective City bank accounts, in favor of the persons whose salaries and accounts have been allowed as above, amounting to **\$334,930.74** being the total amount of money above appropriated.

Section 3: This ordinance shall take effect and be in force from and after its passage. First reading on December 4, 2017 read for the second time this 4th day of December, 2017 since a copy was made available prior to the meeting.

Approved December 4, 2017 _____
Mayor

Endorsed December 4, 2017: I hereby certify that a sufficient sum of money stands to the credit of the City, unappropriated, in the various funds to meet the requirements of this ordinance.

Accountant

MEMORANDUM

DATE: November 28, 2017
TO: Mayor and City Council
FROM: Irl Tessendorf 
SUBJECT: Financing Documents for Soccer

There is an ordinance on the agenda which formalizes the last piece of the financing for the soccer project.

We discussed this arrangement with First State Bank (their leasing arm) several months ago with Tim Litteken and others.

The specifics have not changed. I had hoped to get it done last month but document preparation took time.

The central concept is we borrow up to \$4.2m (primarily for the turf (Byrne & Jones) and the lighting (Qualite)). Both have started actual work on their part at this time so money will be needed by January. The interest rate is 2.895%. The payback is 5 years starting with May 2019. It is pre-payable. This is as we planned and discussed.

The Ordinance is set up for 2 readings at this December 4 meeting. Some concern has arisen about the "tax bill" that Congress is working on making changes that would affect this financing. Both from a legal side and from the Bank's viewpoint. So the desire is to get this passed, signed, and recorded, etc. by December 2017. The new law would not take effect before January 2018. Waiting until December 18 to finish our part leaves too little work time to finish up the process by December 31.

It is of no consequence to City as the deal is just as we wanted (and defined actually) and it has already been discussed publicly at least once before.

I request you approve this ordinance and financing at this December 4 meeting.

AN ORDINANCE AUTHORIZING THE CITY OF BOONVILLE, MISSOURI, TO ENTER INTO A LEASE PURCHASE TRANSACTION WITH FS LEASING, LLC, RELATING TO FINANCING CERTAIN CAPITAL IMPROVEMENTS FOR THE CITY.

WHEREAS, the City of Boonville, Missouri (the “City”), desires to finance the costs to acquire, construct, extend, improve and equip the City’s soccer complex, including without limitation the costs to construct and equip new soccer fields and practice facilities (the “Improvements”), all or a portion of which Improvements will be located on certain land owned by the City (the “Land”); and

WHEREAS, in order to finance the costs of the Improvements and related costs of the financing, it is necessary and desirable for the City to take the following actions:

1. Enter into a Base Lease dated as of December 1, 2017 (the “Base Lease”), with FS Leasing, LLC (a subsidiary of First State Community Bank) (“FS Leasing”), pursuant to which the City will lease the Land to FS Leasing; and
2. Enter into an annually renewable Lease Purchase Agreement dated as of December 1, 2017 (the “Lease”), with FS Leasing, pursuant to which the City will sublease the Land and the Improvements (together, the “Project”) back from FS Leasing, with an option to purchase;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, AS FOLLOWS:

Section 1. Approval of the City Documents. The Base Lease and the Lease (collectively, the “City Documents”) are hereby approved in substantially the forms submitted to and reviewed by the City Council on the date hereof, with such changes therein as are approved by the Mayor, said officer’s execution thereof to be conclusive evidence of the approval thereof. The Mayor is hereby authorized and directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City’s seal thereto and attest said seal as may be necessary.

Section 2. Further Authority. The City will, and the officials and agents of the City, including without limitation the Mayor, City Administrator and City Clerk, are hereby authorized and directed to, take such action, expend such 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 with respect to the City Documents and the Project. Without limiting the foregoing, the City Council specifically authorizes and directs the prompt payment of all closing costs relating to the City Documents.

Section 3. Effective Date. This Ordinance will take effect and be in full force from and after its adoption by the City Council.

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FIRST READING: DECEMBER 4TH, 2017.
SECOND READING: DECEMBER 4TH, 2017.

READ FOR THE FIRST AND SECOND TIME AS SET FORTH ABOVE AND PASSED BY THE CITY COUNCIL OF THE CITY OF BOONVILLE, MISSOURI, THIS 4TH DAY OF DECEMBER, 2017, AFTER A COPY OF THIS ORDINANCE AND ASSOCIATED DOCUMENTS HAD BEEN MADE AVAILABLE FOR PUBLIC INSPECTION PRIOR TO THE FIRST AND SECOND READINGS.

Julie Thacher, Mayor

[SEAL]

ATTEST:

Teresa Studley, City Clerk

(Space above reserved for Recorder's use)

TITLE OF DOCUMENT:	BASE LEASE
DATE OF DOCUMENT:	December 1, 2017
GRANTOR(S) NAME AND MAILING ADDRESS:	CITY OF BOONVILLE, MISSOURI 401 Main Street Boonville, Missouri 65233 Attention: City Administrator
GRANTEE(S) NAME AND MAILING ADDRESS:	FS LEASING, LLC 201 E. Columbia Farmington, Missouri 63640 Attention: Governmental Lending
RETURN DOCUMENTS TO:	Sid Douglas, Esq. Gilmore & Bell, P.C. 2405 Grand Boulevard, Suite 1100 Kansas City, Missouri 64108
LEGAL DESCRIPTION:	See Schedule 1

BASE LEASE

BASE LESSOR: CITY OF BOONVILLE, a third class city and political subdivision of the State of Missouri

BASE LESSEE: FS LEASING, LLC, a Missouri limited liability company

DATE: DECEMBER 1, 2017

THIS BASE LEASE (the "Base Lease"), is dated as of the date set forth above, by and between the Base Lessor named above (together with its successors and assigns, "Base Lessor"), and the Base Lessee named above (together with its successors, "Base Lessee").

WITNESSETH:

WHEREAS, in order to carry out the governmental and proprietary functions of Base Lessor, the governing body of Base Lessor deems it necessary to acquire the hereinafter defined Project; and

WHEREAS, Base Lessee proposes to (i) lease certain real estate from Base Lessor described in **Schedule 1** hereto (together with improvements now or hereafter located thereon, the "Land"), (ii) pay Base Lease Rentals in the amount of the Closing Price on the date of delivery hereof to provide funds to pay for the acquiring, constructing, extending, improving and equipping the City's soccer complex, including without limitation the costs to construct and equip new soccer fields and practice facilities (the "Improvements"), all or a portion of which Improvements will be located on the Land or other property of the Base Lessor, and to pay for closing costs, and (iii) to pay additional installments of Base Lease Rentals up to \$4,200,000 in order to provide funds to pay for the remaining Costs of the Improvements; and

WHEREAS, Base Lessee has offered to lease the Land and Improvements (together, the "Project") to Base Lessor pursuant to a Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the "Lease") by and between Base Lessee, as lessor, and Base Lessor, as lessee; and

WHEREAS, Base Lessor desires to lease the Land to Base Lessee in consideration for payments of the above-described Base Lease Rentals and upon the terms and conditions herein set forth and to lease the Project from Base Lessee upon the terms and conditions set forth in the Lease;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

Section 1. Definitions. Unless otherwise defined in this Base Lease, capitalized words and terms used in this Base Lease will have the meanings assigned thereto in **Section 1.1** of the Lease.

Section 2. Representations by Base Lessor. Base Lessor represents, warrants and covenants as follows:

(a) Base Lessor is a third class city and political subdivision established and existing under and pursuant to the laws of the State of Missouri (the "State");

(b) The lease of the Land to Base Lessee and the lease of the Project by Base Lessee to Base Lessor, as provided in the Lease, is necessary, desirable and in the public interest, and Base Lessor hereby declares its current need for the Project;

(c) Base Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Base Lease and the Lease and the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, has been duly authorized to execute and deliver this Base Lease and the Lease and by proper action has duly authorized the execution and delivery of this Base Lease and the Lease;

(d) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Project, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Improvements; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

Section 3. Lease. Base Lessor hereby leases to Base Lessee, and Base Lessee hereby rents and leases from Base Lessor, the Land on the terms and conditions hereinafter set forth.

Section 4. Term. The term of this Base Lease shall commence as of the date of the delivery hereof, and shall end on March 31, 2035, unless such term is sooner terminated as hereinafter provided.

Section 5. Rental. As and for rental hereunder and in consideration for the leasing of the Land to Base Lessee, Base Lessee shall:

(a) Simultaneously with the delivery of this Base Lease, enter into the Lease;

(b) Pay the Base Lease Rentals, including the Closing Price, as described in the preambles hereof, to the Base Lessor, or pursuant to its direction, in the manner described in the Lease.

Section 6. Assignments and Subleases. Base Lessee may assign its rights under this Base Lease or sublet the Project without the consent of Base Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an “event of default” as defined in the Lease has occurred.

Section 7. Termination. This Base Lease shall terminate upon the completion of the term set forth in **Section 4**; provided, however, in the event Base Lessor makes payment of the purchase price or makes all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Base Lessee’s interest in the Project pursuant to **Article X** of the Lease, then this Base Lease shall be considered assigned to Base Lessor and terminated through merger of the leasehold interest with the fee interest if Base Lessor is the owner of the fee interest.

If an “event of default” under the Lease occurs or if Base Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, Base Lessee shall have the right to possession of the Project for the remainder of the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent; provided, however, that Base Lessee shall provide Base Lessor with adequate public liability insurance covering the premises for the remainder of the term and will furnish Base Lessor with evidence thereof.

Section 8. Default. Base Lessor shall not have the right to exclude Base Lessee from the Project or take possession of the Project (other than pursuant to the Lease) or to terminate this Base Lease prior to the expiration of its term upon any default by Base Lessee hereunder, except that if, upon the exercise of the option to purchase Base Lessee’s interest in the Project granted to Base Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Base Lessee fails to convey its interest in the Project to Base Lessor pursuant to said option, then Base Lessor shall have the right to terminate this Base Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Base Lessee. In the event of any default by Base Lessee hereunder, however, Base Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

Section 9. Quiet Enjoyment. At all times during the term of this Base Lease, Base Lessee shall peaceably and quietly have, hold and enjoy all of the Project, subject to the rights of Base Lessor under the Lease.

Section 10. No Merger. No union of the interests of Base Lessor and Base Lessee herein shall result in a merger of this Base Lease and the title to the Land, except as described in **Section 7**.

Section 11. Taxes and Assessments. Base Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

Section 12. Warranty and Indemnity Regarding Environmental Matters. Base Lessor hereby warrants and represents that (i) there has not been any “release” (as defined in 42 U.S.C. § 9601(22)) or threat of a “release” of any “hazardous substances” (as defined in 42 U.S.C. § 9601(14)) on or about any of the Project, (ii) no part of the Project is or may be a “facility” (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Project and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Base Lessor agrees to provide Base Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Base Lessor to any federal, state or local agencies or authorities or which are received by Base Lessor from any federal, state or local agencies or authorities with respect to the Project. Such copies shall be sent to Base Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Base Lessor.

Base Lessor agrees to provide Base Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Project previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Base Lessee with copies of all such Notices subsequently sent to any such governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices shall be sent to Base Lessee concurrently with their being mailed to any such governmental authority or agency.

Base Lessor hereby covenants and agrees, to the extent permitted by law and without waiving rights of sovereign immunity, to indemnify, protect and hold harmless Base Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Base Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Base Lessor or any third party or otherwise. Notwithstanding the foregoing, Base Lessor shall not be obligated to indemnify and hold harmless Base Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Base Lessee.

Section 13. Waiver of Personal Liability. All liabilities under this Base Lease on the part of Base Lessee are solely corporate liabilities of Base Lessee as a corporation, and, to the extent permitted by law, Base Lessor hereby releases each and every director and officer of Base Lessee of and from any personal or individual liability under this Base Lease. No director or officer of Base Lessee shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by Base Lessee hereunder.

Section 14. Eminent Domain. (a) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of the Base Lessee shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article XI** of the Lease. Under State statutes, the Base Lessor has the power to condemn property for its purposes, and the Base Lessor acknowledges that if the Base

Lessor condemned the Project, such action could adversely affect the continuation of this Base Lease. The Base Lessor further acknowledges that condemnation of the Project would adversely affect the Base Lessee and that without the Base Lessee's interest in the Project, the Base Lessee might not lease the Project to the Base Lessor pursuant to the Lease.

The Base Lessor and the Base Lessee have reached agreement on the terms of the acquisition of the Project, at Base Lessor's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of the Base Lessee's interest in the Project or rights to its use by the Base Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If the Base Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default as those terms are defined in the Lease), that action shall constitute an irrevocable determination by the Base Lessor that the Project is not required by it for any public purpose for the term of this Base Lease.

The Base Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisal value of the Project shall not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Land is challenged or threatened by means of competent legal or equitable action, the Base Lessor covenants that it shall cooperate with the Base Lessee and shall take all reasonable actions, including where appropriate the lawful exercise of the Base Lessor's power of eminent domain, in order to quiet title to the Land in the Base Lessor.

Section 15. Leaseback to Base Lessor; Term; Rental. Contemporaneously herewith Base Lessee and Base Lessor will execute the Lease whereby Base Lessee subleases back to Base Lessor and Base Lessor subleases from Base Lessee the Project, and Base Lessee leases to Base Lessor and Base Lessor leases from Base Lessee the Project in accordance therewith. Title to the Project shall remain in Base Lessor at all times. The Lease includes in **Article X** thereof the option of Base Lessor, upon payment of the purchase price, to purchase Base Lessee's interest in the Project.

Section 16. Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 17. Notices. All written notices to be given under this Base Lease shall be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid, as follows:

FS LEASING, LLC
201 E. Columbia
Farmington, Missouri 63640
Attention: Governmental Lending

CITY OF BOONVILLE, MISSOURI
401 Main Street
Boonville, Missouri 65233
Attention: City Administrator

Section 18. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease.

Section 19. Amendments, Changes and Modifications. This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Base Lessee and Base Lessor. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from in action, course of dealing or otherwise.

Section 20. Applicable Law. This Base Lease shall be governed by and construed in accordance with the laws of the State.

Section 21. Execution; Electronic Transactions. This Base Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Base Lease. It is also agreed that separate counterparts of this Base Lease may be executed by Base Lessor and Base Lessee all with the same force and effect as though the same counterpart had been executed by both Base Lessor and Base Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means.

Section 22. Successors. This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 23. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Base Lessor and Base Lessee have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CITY OF BOONVILLE, MISSOURI, as Base Lessor

[SEAL]

By: _____

Name: Julie Thacher

Title: Mayor

ATTEST:

Name: Teresa Studley

Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS.
COUNTY OF COOPER)

On this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULIE THACHER**, who acknowledged herself to be the **MAYOR** of the **CITY OF BOONVILLE, MISSOURI** and that as such person being authorized so to do executed the foregoing instrument for the purposes therein contained by signing her name as such person.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public - State of Missouri
Commissioned in _____ County

My commission expires: _____.

Base Lease

FS LEASING, LLC, as Base Lessee

[SEAL]

By: _____
Name: Terry A. Luetkemeyer
Title: Manager

ACKNOWLEDGMENT

STATE OF MISSOURI)
) SS
COUNTY OF COOPER)

BE IT REMEMBERED, that on this ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **TERRY A. LUETKEMEYER**, Manager of **FS LEASING, LLC**, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said entity, and such person duly acknowledged the execution of the same to be the act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires: _____

Base Lease

SCHEDULE 1 TO BASE LEASE

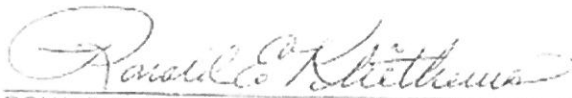
DESCRIPTION OF THE LAND

Property Boundary Description "TRACT #1": The southern part a tract of land previously described in Book 444, page 001 of the Cooper County Records, located in Southwest Quarter of Section 10, Township 48 North, Range 17 West, City of Boonville, Cooper County, Missouri, with the boundary of said southerly part being more particularly described as follows:

Commencing at a found iron rod on the easterly ("left") right-of-way line of Missouri Highway 5, (a.k.a. Ashley Road), at the northwest corner of said tract per Book 444, Page 001, also being the southwest corner of an adjacent school tract described in Book 134, Page 635; thence S.34°11'14"W, along said easterly right-of-way line of Missouri Highway 5 for a distance of 221.39 feet to a set iron rod at the point of "Beginning" for this property boundary description; thence continuing along said right-of-way line on the following three courses, S.34°11'14"W for 223.66 feet to Sta. 45+00, at 60 feet left of centerline; thence on a curve to the right having a radius of 2,924.79 feet, an arc length of 168.27 feet, and a chord of S.34°13'14"W for 168.25 feet to an iron rod found at the northwestern corner of a tract previously described in Book 136, Page 409 of the Cooper County Records; thence departing said right-of-way of Highway 5, and now along the northern line of said tract per Book 136, Page 409 on the following courses, S.41°14'21"E for 92.20 feet to a found iron rod; thence S.36°22'42"W, approximately parallel with the east line of said highway for 187.46 feet to a found iron rod at the northern corner of a parcel previously described in Book 155, Page 991 of the Cooper County Records; thence S.00°09'29"W, along the easterly line of the last said parcel for 96.85 feet to a found iron rod at the southeast corner of the last said parcel, on the north line of said tract per Book 136, Page 409; thence S.75°14'10"E, along the north line of the last said tract for 969.21 feet to the northeast corner thereof, on the west line of the above said school tract per Book 134, Page 635, (from said corner a found iron rod bears S.75°14'10"E, 1.87 feet); thence from said corner N.00°04'00"E, along the common line between the said tract per Book 444, Page 001 and the school tract for a distance of 504.98 feet to the southeast corner of a tract per Book 258, Page 114, (from said corner a found iron pipe bears N.88°09'53"W, 0.6 feet); thence from said corner N.88°09'53"W, along the south line of said tract per Book 258, Page 114 for a total of 176.74 feet to a found iron pipe at the southwestern-most corner of said tract; thence N.03°41'52"E along the western line of the last said tract, and the northern extension of same line for a total of 219.19 feet to an iron rod set on another southern line of same tract per Book 258, Page 114; thence N.87°49'08"W, along said southern line for 96.81 feet to a found railroad rail in concrete at another southwesterly corner of same tract; thence N.02°10'50"E, along the western line of said tract for 28.84 feet to a set iron rod; thence leaving the lines of the last said tract N.87°49'10"W for 66.94 feet to an iron rod set one foot east from an existing steel pipe fence corner post; thence northwesterly, parallel with and one foot northerly from said fence on the following three courses, N.31°42'04"W for 93.74 feet to a set iron rod; thence N.58°52'31"W for 76.13 feet to a set iron rod; thence N.88°50'48"W for 231.07 feet to a set iron rod on the easterly right-of-way line of Missouri Highway 5 at the point of "Beginning", containing 12.85 acres, more or less, and being subject to or having the benefit of easements and/or restrictions of record or not of record, including a non-exclusive 30-foot wide access easement for the owners of both Tracts #1 and #2, located along the existing lane as shown on the plat of survey for this Tract #2 noted below. (Bearings are based upon a resurvey of the adjacent school property by Tim J. Reed, PLS #2089 dated June 15, 2007, and filed in Survey Book 8, Page 333 of the Cooper County Records.) See also the "Parcel Boundary Adjustment Survey" filed for record in Survey Book _____ Page _____ of the Cooper County Records.

Document 2015-3135

Prepared by: MECO Engineering Company, Inc., 2701 Industrial Drive, Jefferson City, Missouri 65109
Missouri LS Corp License No. 000186



RONALD E. KLIETHERMES, PLS
MISSOURI PLS #2109

DATE: DEC. 10, 2015



LEASE PURCHASE AGREEMENT

dated as of December 1, 2017,

between

**FS LEASING, LLC,
as Lessor**

and

**CITY OF BOONVILLE, MISSOURI,
as Lessee**

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LEASE PURCHASE AGREEMENT

LESSOR: FS LEASING, LLC, a Missouri limited liability company

LESSEE: CITY OF BOONVILLE, MISSOURI, a third class city and political subdivision of the State of Missouri

DATE: DECEMBER 1, 2017

THIS LEASE PURCHASE AGREEMENT (the “Lease”), dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, “Lessor”), and the Lessee named above (together with its successors, “Lessee”),

WITNESSETH:

WHEREAS, Lessor proposes to take the following actions:

(a) Lease from Lessee, pursuant to a Base Lease of even date herewith (the “Base Lease”), the real property described in **Exhibit E** hereto (together with all improvements thereon, the “Land”); and

(b) Provide funds (“Base Lease Rentals”) in an amount up to the Maximum Authorized Amount listed on **Exhibit B**, to pay costs of acquiring, constructing, extending, improving and equipping the City’s soccer complex, including without limitation the costs to construct and equip new soccer fields and practice facilities, as described in **Exhibit B** hereto (the “Improvements”), all or a portion of which Improvements will be located on the Land; and

(c) Lease its interest in the Land and the Improvements (together, the “Project”) to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

WHEREAS, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Project from Lessor, for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Definitions of Words and Terms. In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease shall have the following meanings, unless some other meaning is plainly intended:

“**Additional Rent**” means those payments required to be made by Lessee by **Section 4.2**.

“Base Lease” means the Base Lease dated as of the date hereof between Lessor and Lessee, as from time to time supplemented or amended in accordance with **Section 19** of the Base Lease.

“Base Lease Rentals” means the sums to be paid by Lessor as rentals for its interest under the Base Lease, in an amount equal to the Closing Price, plus an amount up to the Maximum Authorized Amount to be applied to pay the remaining Costs of the Improvements, all as provided in this Lease.

“Closing Price” means the initial advancement of Base Lease Rentals, in the amount specified on **Exhibit A**, made on the Commencement Date to pay or reimburse certain initial Costs of the Improvements (including closing costs).

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

“Commencement Date” is the date when the term of this Lease and Lessee’s obligation to pay rent commences, which date will be the date on which the initial amount of Base Lease Rentals is advanced to pay the Closing Price in accordance with the Base Lease and **Article V**.

“Completion Certificate” means a certificate signed by a representative of the Lessee, stating that the Improvements have been completed and all Costs of the Improvements have been paid, in substantially the form attached as **Exhibit C**.

“Completion Date” means the date of completion of the Improvements as that date shall be certified as provided in **Section 5.4** hereof.

“Costs of the Improvements” means all reasonable or necessary expenses incidental to the acquisition, construction, extension, improvement and equipping of the Improvements, including the expenses of studies, surveys, land title and title policies, architectural and engineering services, legal and other special services and all other necessary and incidental expenses and costs related to the delivery of the Base Lease and this Lease.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

“Cumulative Outstanding Principal Portion” means, at any time, an amount equal to the aggregate of all Base Lease Rentals paid to the Lessee by the Lessor less all Principal Portions paid or prepaid in accordance with the terms of this Lease, as reflected in the records maintained by the Lessor pursuant to **Section 4.1** of this Lease, which amount shall not exceed the Maximum Authorized Amount.

“Determination of Taxability” means (a) a determination by the commissioner or any director of the Internal Revenue Service, or (b) a determination by any court of competent jurisdiction, that the Interest Portions of the Rental Payments are includible in gross income for federal income tax purposes of the Lessor; provided, however, that no such Determination of Taxability shall be deemed to have occurred if the Lessee has been afforded the opportunity to contest such determination, has elected to contest such determination in good faith and is proceeding with all reasonable dispatch to prosecute such contest until the earlier of (i) a final determination from which no appeal may be taken with respect to such determination or (ii) abandonment of such appeal by the Lessee.

“Event of Default” or “Default” means any Event of Default as defined in **Section 12.1**.

“Fiscal Year” means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B** hereto.

“Impositions” means those Impositions defined as such in **Article VI**.

“Improvements” means the facilities, improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Project, as further described in **Exhibit B** hereto.

“Interest Portion” means the Interest Portion of a Rental Payment identified as such on **Exhibit A**.

“Issuance Year” is the calendar year in which the Commencement Date occurs.

“Land” means the real property described in **Exhibit E** hereto, together with all improvements located thereon.

“Lease” means this Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with **Article XIII** hereof.

“Lease Term” means the Original Term and any Renewal Terms.

“Maximum Authorized Amount” means the maximum authorized amount specified on **Exhibit B**, to be paid by Lessor as the Base Lease Rentals to be applied to pay Costs of the Improvements.

“Maximum Lease Term” means the Original Term and all Renewal Terms through the final Rental Payment Date stated on **Exhibit B** hereto.

“Net Proceeds” when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

“Original Term” means the initial term of this Lease beginning as of the Commencement Date and ending on the last day of Lessee’s current Fiscal Year.

“Principal Portion” means the Principal Portion of a Rental Payment identified as such in **Exhibit A** hereto.

“Project” means the project referred to in the recitals of this Lease, including Lessor’s interest in the Land and the Improvements.

“Project Documents” means the Base Lease, the Lease and any other agreements, documents or certificates related to the foregoing or the Project.

“Purchase Price” means the amount calculated in accordance with **Section 10.1**, which is the price that is payable to the Lessor to purchase the Project, if the Lessee, in its sole discretion, elects to exercise its option to purchase the Project pursuant to **Article X** hereof.

“Renewal Terms” means the renewal terms of this Lease during which the Lease Term is extended in accordance with **Section 3.2** hereof, each having a duration of one year and a term coextensive with Lessee’s Fiscal Year except as otherwise provided in said **Section 3.2**.

“Rental Payment Dates” means the first day of each May during the Lease Term, commencing on May 1, 2018.

“Rental Payments” means those payments required to be made by Lessee by **Section 4.1** hereof, as set forth on **Exhibit A**.

“State” means the state in which Lessee is located, namely the State of Missouri.

Section 1.2. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule shall be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

Section 1.3. Section and Article Headings. The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

Section 1.4. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

Section 1.5. Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 1.6. Severability. In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 1.7. Complete Agreement. This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

Section 1.8. Accounting Terms. Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States of America as from time to time in effect.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants by Lessee. Lessee represents, warrants and covenants as follows:

(a) Lessee is a third class city and political subdivision organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated hereby and to perform all of its obligations hereunder;

(b) The lease of the Project by Lessor to Lessee, as provided in this Lease, is necessary, desirable and in the public interest, and Lessee hereby declares its current need for the Project;

(c) The Improvements, when completed, will be in compliance with all applicable building and design codes and Lessee's requirements and will result in facilities suitable for the use by Lessee set forth on **Exhibit B** hereto;

(d) Lessee has estimated, and Lessee reasonably believes, that the aggregate of the Costs of the Improvements will not exceed the Base Lease Rentals being provided by Lessor under the Base Lease up to the Maximum Authorized Amount, together with other funds Lessee has available to pay such costs;

(e) Lessee has duly authorized the execution and delivery of each of the Project Documents by proper action by its 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 each of the Project Documents;

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document;

(h) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter

included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Base Lease and this Lease;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;

(k) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(l) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition and construction by Lessee of the Improvements; and

(m) During the Lease Term, the Project will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

ARTICLE III

GRANTING PROVISIONS; TERM

Section 3.1. Granting of Leasehold. Lessor, by these presents, hereby rents, leases and lets the Project unto Lessee, and Lessee hereby rents, leases and hires the Project from Lessor for the Rental Payments and subject to the terms and conditions hereinafter set forth.

Section 3.2. Lease Term. The Original Term shall commence as of the date of delivery of this Lease and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one year Renewal Term. Lessee shall be deemed to have exercised its option to continue this Lease for the next Renewal Term unless Lessee shall have terminated this Lease pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in **Section 4.1** and on **Exhibit A**.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease through the Maximum Lease Term and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any

Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

Section 3.3. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 60 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 beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Project to Lessor.

Section 3.4. Use of Premises. Lessee shall have the right to use the Project for any governmental or proprietary purpose of Lessee, subject to the limitations contained in the Project Documents.

ARTICLE IV

PROVISIONS FOR PAYMENT OF RENTAL PAYMENTS

Section 4.1. Rental Payments; Base Lease Rental Advances; Prepayments.

(a) Lessee shall pay Rental Payments to Lessor on each Rental Payment Date, in the amounts and at the times shown on **Exhibit A**. Rental Payments shall be made exclusively from legally available funds, in lawful money of the United States of America. A portion of each Rental Payment is paid as, and represents payment of, interest on an obligation of the Lessee (the "Interest Portion"), and **Exhibit A** attached hereto sets forth the Interest Portion of the Rental Payments. The Rental Payments are to be recalculated by the Lessor and the Lessee understands that **Exhibit A** shall be revised from time to time in the event the Lessor provides additional Base Lease Rentals up to the Maximum Authorized Amount to the Lessee or in the event of a partial prepayment of Rental Payments. The Lessee hereby agrees to pay the Rental Payments in accordance with **Exhibit A** as it may be revised from time to time. Each Rental Payment shall be applied first as a payment of the Interest Portion and then as a payment of the Principal Portion and reduction of the Cumulative Outstanding Principal Portion.

(b) On the Commencement Date, Lessor will advance to or at the direction of Lessee the Closing Price for payment of the initial Costs of the Improvements (including closing costs) upon receipt of a signed draw request in substantially the form set forth on **Exhibit C** attached hereto. Subsequently, Lessor will advance to or at the direction of Lessee, within five business days of receipt of a signed draw request in substantially the form set forth on **Exhibit C**, installments of Base Lease Rentals for payment of the remaining Costs of the Improvements, aggregating not more than the Maximum Authorized Amount. The Lessor shall keep a record of all such signed draw requests submitted and shall record the amount of the Base Lease Rental as an increase of the Cumulative Outstanding Principal Portion in the records kept by the Lessor. The Lessor shall notify the Lessee if any such signed draw request submitted would cause the Cumulative Outstanding Principal Portion to exceed the Maximum Authorized Amount. Any such signed draw requests received by the Lessor within two business days prior to a Rental Payment Date shall be held and processed as described in this subsection (b) within the first five business days following the Rental Payment Date.

(c) Lessee will pay Lessor a charge on any Rental Payment not paid on the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. Such late charge shall be payable by Lessee upon demand by Lessor and shall be deemed Additional Rent hereunder. Lessee acknowledges and agrees that the late charge (i) does not constitute interest, (ii) is an estimate of the costs Lessor will incur as a result of the late payment and (iii) is reasonable in amount.

(d) Lessee shall be entitled to prepay the Rental Payments as specified on **Exhibit A**, upon giving written notice to Lessor at least 20 days before the date of prepayment. Amounts received will be applied first to the Interest Portion of Rental Payments due hereunder and then to reduce the Cumulative Outstanding Principal Portion.

(e) The Lessor shall keep and maintain a record of all Base Lease Rentals paid by the Lessor to the Lessee for the Costs of the Improvements up to the Maximum Authorized Amount and record such Base Lease Rentals as an increase to the Cumulative Outstanding Principal Portion. The Lessor shall also keep and maintain a record of all Rental Payments paid by the Lessee to the Lessor under this Lease and all prepayments, if any, pursuant to this Lease, and record such payments and prepayments as a reduction of the Cumulative Outstanding Principal Portion. These records maintained by the Lessor as to such amounts shall be the official records for all purposes, absent manifest error.

Section 4.2. Additional Rent. Lessee will pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.5** or **14.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; and (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease by Lessor. Amounts required to be paid under this Section will be paid directly to the person or entity owed.

Section 4.3. Rental Payments and Additional Rent Constitute Current Expense. The obligation of Lessee to pay the Rental Payments and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation shall not be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Project and the Net Proceeds of any insurance or condemnation awards.

Section 4.4. Rental Payments and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations. Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rental Payments and Additional Rent shall be made by Lessee on or before the date the same become due, and Lessee shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rental Payments and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the acquisition or construction of the Improvements shall have been started or completed.

Nothing in this Lease shall be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims shall be from Lessor separately, it being the intent of this Lease that Lessee shall be unconditionally and absolutely obligated

to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rental Payments and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee shall so request.

Section 4.5. Advances. In the event Lessee fails to either maintain the insurance required by this Lease or keep the Project in good repair, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by Lessor shall constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE V

THE IMPROVEMENTS

Section 5.1. Construction of Improvements. Lessee shall cause the Improvements to be acquired, constructed, extended, improved and equipped as promptly as practicable and with all reasonable dispatch.

Section 5.2. Payment for the Improvements. Costs and expenses of every nature incurred in the acquisition, construction, extension, improvement and equipping of the Improvements, which qualify as Costs of the Improvements, shall be requested by Lessee and paid by Lessor as described in **Section 4.1** up to the Maximum Authorized Amount.

Section 5.3. [Reserved].

Section 5.4. Completion Date. The Completion Date shall be evidenced to Lessor upon receipt by Lessor of a Completion Certificate in substantially the form attached as **Exhibit D**.

Section 5.5. Design, Construction and Maintenance of the Improvements. Lessor shall have no responsibility in connection with the selection of the Improvements, any contractor, subcontractor or supplier, or the design of the Improvements, their suitability for the use intended by Lessee, or the performance by any contractor, subcontractor or supplier in acquiring, constructing and installing the Improvements. Lessor shall have no obligation to acquire, construct, extend, improve, furnish, equip, install, erect, test, inspect, service or maintain the Project or any portion thereof under any circumstances, but such actions shall be the obligation of Lessee. Lessor's sole responsibility in connection with the Improvements is to make advances of Base Lease Rentals to provide funds for the payment of the Costs of the Improvements in accordance with the terms and conditions specified in the Base Lease and in **Section 4.1**.

Section 5.6. Warranties. Lessor hereby assigns to Lessee for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Improvements, and Lessor hereby authorized Lessee to obtain the customary services furnished in connection with such warranties, guarantees or other

contract rights at Lessee's expense. Lessee's sole remedy for the breach of such warranties, guarantees or other contract rights shall be against any contractor, subcontractor or supplier, and not against Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely Rental Payments, Additional Rent and other payments hereunder. Lessee expressly acknowledges that Lessor does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Improvements.

Section 5.7. DISCLAIMER OF WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

ARTICLE VI

IMPOSITIONS

Section 6.1. Impositions. Lessee shall bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Project (all of the foregoing being herein referred to as "Impositions").

Section 6.2. Contest of Impositions. Lessee shall have the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee shall hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.1. Insurance Required. Lessee shall, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable purchase price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Project may be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance shall name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance shall be applied as provided in **Article XI**. During acquisition, construction, extension, improvement and equipping of the Improvements, Lessee shall cause to be provided, insofar as the Improvements are concerned, the insurance required by subparagraph (b) below in lieu of the insurance required by this subparagraph (a);

(b) During the acquisition, construction, equipping and installation of the Improvements and in lieu of the insurance required in subparagraph (a) of this Section, builder's risk-completed value insurance insuring the Improvements against fire, lightning and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of the Improvements (subject to reasonable loss deductible clauses), but in no event shall such amount be less than the amount necessary to prevent the application of any co-insurance provisions, issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. Such policy or policies of insurance shall name Lessee and Lessor as insureds and loss payees, and all payments received under such policy or policies by Lessee shall be paid over to Lessor;

(c) Unless the Land is not located in an area designated as a flood-prone area, as defined by the Federal Emergency Management Agency pursuant to The Flood Disaster Protection Act of 1973, flood insurance in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable Purchase Price under **Section 10.1** (subject to reasonable loss deductible clauses), the full insurable value to be determined from time to time as provided in subparagraph (a) of this Section;

(d) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which the Lessor shall reasonably request for a combined single limit for bodily injuries and property damage;

(e) Performance and labor and material payment bonds with respect to the contracts for the acquisition, construction, equipping and installation of the Improvements and in the full amount of such contracts, made by the contractors thereunder as the principals and a surety company or

companies qualified to do business in the State as surety which shall be approved in writing by Lessor. Such bonds shall be in such form as is acceptable to Lessor and shall name Lessee and Lessor as obligees;

(f) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State; and

(g) Owner's policy of title insurance, insuring Lessor's leasehold interest under the Base Lease, in the amount set forth on **Exhibit B**, on the standard ALTA forms, subject only to such exceptions as shall be acceptable to Lessor, with such endorsements and affirmative coverages as may be reasonably required by Lessor, including endorsements respecting zoning and access to public roads and an endorsement deleting the coinsurance provisions of the standard owner's policy, and otherwise in form and substance satisfactory to Lessor and issued by a company acceptable to Lessor and authorized to issue such insurance in the State.

Not less than 20 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days' written notice to Lessee and Lessor.

Nothing in this Lease shall be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Project. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Project, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and other reasonable charges directly related to the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Additional Rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

Section 7.2. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under any contract made in connection with the acquisition and construction of the Improvements, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, Lessee will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of Lessee against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to Lessee of any amounts theretofore paid by Lessee and not previously reimbursed to Lessee for correction or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, shall be held by Lessee in a separate account and not commingled with other funds of Lessee if received before the Completion Date, and, if received after the Completion Date, shall be appropriated solely for the purpose of paying Rental Payments under this Lease.

Section 7.3. Release and Indemnification. To the extent permitted by law and without waiver of its sovereign immunity, Lessee shall indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease, (b) the acquisition, construction, extension, improvement and equipping of the Improvements, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Project, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein; provided however, that Lessee shall not be required to indemnify, protect, save and hold harmless or defend Lessor against its own negligence or intentional or willful misconduct. In no event shall Lessee be liable to any person by reason of the transactions contemplated hereby other than to the Lessor as set forth in this section. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

ARTICLE VIII

ASSIGNMENT AND SUBLEASING

Section 8.1. Assignment by Lessor. Lessor's right, title and interest in, to and under this Lease and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Project and in this Lease. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

Section 8.2. Assignment and Subleasing by Lessee. Except as set forth in this Section, none of Lessee's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Project if (a) Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel on the subject of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes, or (b) the Lessee enters into agreements for the lease or use of the Project for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value. Any such sublease or use of all or part of the Project will be subject to this Lease and the rights of Lessor in, to and under this Lease and the Project.

ARTICLE IX

MAINTENANCE, REPAIRS AND MODIFICATIONS

Section 9.1. Maintenance, Repairs and Modifications. Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Project in such condition. Lessor shall have no responsibility for any repairs, replacements or improvements. In addition, Lessee shall, at its

own expense, have the right to renovate and improve any portion of the Improvements or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits, if any) shall remain the property of Lessee and shall not be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Improvements nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Project, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request and at the expense of Lessee.

Section 9.2. Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein and in the Base Lease provided. Except as expressly provided in this Article, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

ARTICLE X

LESSEE'S OPTION TO PURCHASE THE PROJECT

Section 10.1. Lessee's Option to Purchase the Project. Lessee shall have the option to purchase Lessor's interest in the Project, upon giving written notice to Lessor at least 20 days before the date of purchase, on any date, upon payment in full to Lessor of the Rental Payments then due hereunder, plus all remaining Principal Portions of Rental Payments set forth on **Exhibit A** to Lessor, plus the unpaid Interest Portion accrued to the purchase date, and plus all other amounts due under the Lease that remain unpaid on the purchase date.

Section 10.2. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payment hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Project pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rental Payments do

not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Improvements, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition, construction, extension, improvement and equipping of the Improvements and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition, construction, extension, improvement and equipping of the Improvements and the leasing of the Project pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition, construction, extension, improvement and equipping of the Improvements were performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Improvements.

ARTICLE XI

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 11.1. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Project and terminate this Lease as provided in **Article X**, if (i) any component of the Project is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Project or the interest of Lessee or Lessor in the component of the Project, shall be taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee shall cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by Lessee. Any balance of the Net Proceeds remaining after such work has been completed shall be held and appropriated by Lessee for the exclusive purpose of paying Rental Payments under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, Lessee shall promptly purchase the Project by paying the then applicable Purchase Price to Lessor and such Net Proceeds shall be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor shall belong to Lessee.

Section 11.2. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Project in accordance with **Section 11.1**, subject to appropriation of sufficient funds, Lessee shall complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee shall make any payments pursuant to the provisions in this **Section 11.2**, Lessee shall not be entitled to any reimbursement therefor from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

Section 11.3. Cooperation of Lessor. Lessor shall cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of Lessee.

ARTICLE XII

DEFAULT PROVISIONS

Section 12.1. Events of Default Defined. The following shall be “Events of Default” under this Lease and the term “Events of Default” shall mean, whenever it is used in this Lease, 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 at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor shall consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Project Document or any instrument or certificate related thereto or to the Project shall be incorrect, untrue or misleading in any material respect;

(d) Any provision of any Project Document shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Lease or the Base Lease; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

Section 12.2. Remedies. Whenever any Event of Default shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, take possession of the Project, sell Lessor’s interest in the Base Lease, or lease the Project and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its

sole discretion, with Lessee remaining liable for the difference between the Rental Payments, Additional Rents and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Project, and, provided further, that, in such event, if Lessor shall receive a payment for sale of its interest or total Rental Payments for lease of the Project that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess shall be paid to Lessee either by Lessor, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

Section 12.3. 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 Lease or 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. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

Section 12.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Lease shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XIII

AMENDMENTS, CHANGES AND MODIFICATIONS

Section 13.1. Amendments, Changes and Modifications. This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Maintenance of Tax Exemption.

(a) Lessee shall not take any action or fail to take any action which action or failure would cause the Interest Portions of Rental Payments under this Lease to be includable in gross income for federal income tax purposes.

(b) Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the Interest Portions of Rental Payments under this Lease.

Section 14.2. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same shall be duly mailed by registered or certified mail with postage prepaid addressed as set forth in **Exhibit B** hereto. Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 14.3. Title to Personal Property. Title to any portion of the Project that constitutes personal property shall vest in Lessee subject to Lessor's rights under this Lease and the Base Lease; provided that title thereto shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession thereof to Lessor upon (i) any termination of this Lease without Lessee exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, Lessee shall execute and deliver any such instruments as Lessor may request to evidence such transfer.

Section 14.4. Security Interest. To secure the payment of all of Lessee's obligations under this Lease, to the extent permitted by law, Lessor retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. Lessee consents to the filing of financing statements with respect to such personal property and fixtures and shall execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

Section 14.5. Net Lease. It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear "net" lease obligation and that Lessee shall bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform all duties and obligations relating to the Project, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

Section 14.6. No Pecuniary Liability. No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, shall constitute or give rise to or impose upon Lessor a pecuniary liability.

Section 14.7. Access to Premises. Lessee agrees that Lessor or any agent or representative of Lessor shall have the right at all reasonable times to enter upon and to examine and inspect the Project. Lessee further agrees that Lessor and any such agent or representative shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by Lessee to perform its obligations hereunder.

Section 14.8. Financial Statements. Each year during the term of this Lease, Lessee hereby agrees to deliver to Lessor a copy of: (i) annual audited financial statements within one hundred eighty (180) days of Lessee's fiscal year end; (ii) the annual budget for such Fiscal Year, as approved by Lessee's governing body, within ten (10) days of such approval, but in any case prior to the commencement of each

Fiscal Year; and (iii) any other reasonable financial information Lessor requests from time to time, within a reasonable period of time after such request.

Section 14.9. Title to the Land. Lessee covenants that the title to the Land is and shall remain in Lessee, subject to the rights of Lessor hereunder and under the Base Lease.

Section 14.10. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 14.11. Execution; Electronic Transactions. This Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. The parties agree that the transaction described herein may be conducted and related documents may be received, delivered or stored by electronic means.

[Remainder of page intentionally left blank]

**CITY OF BOONVILLE, MISSOURI,
as Lessee**

[SEAL]

By: _____
Name: Julie Thacher
Title: Mayor

ATTEST:

Name: Teresa Studley
Title: City Clerk

ACKNOWLEDGMENT

STATE OF MISSOURI)
)
) SS.
COUNTY OF COOPER)

On this _____ day of _____, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared **JULIE THACHER**, who acknowledged herself to be the **MAYOR** of the **CITY OF BOONVILLE, MISSOURI** and that as such officer being authorized so to do executed the foregoing instrument for the purposes therein contained by signing her name as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public - State of Missouri
Commissioned in _____ County

My commission expires: _____.

Lease Purchase Agreement

EXHIBIT A
TO LEASE PURCHASE AGREEMENT

RENTAL PAYMENTS

The Rental Payments payable pursuant to **Section 4.1** of the Lease shall consist of Interest Portions and Principal Portions, as follows:

(a) Interest Portion shall accrue on the Cumulative Outstanding Principal Portion from the Commencement Date at the rate per annum set forth on **Exhibit B** to the Lease (computed on the basis of a 360-day year of twelve 30-day months) and shall be payable on May 1, 2018. No Principal Portion shall be due on May 1, 2018.

For the May 1, 2018 Rental Payment due under this paragraph (a), the Lessor shall electronically notify the Lessee of the amount of Interest Portion due on May 1, 2018 as soon as practical but no later than one business day prior to the May 1, 2018.

(b) Starting with May 1, 2018, Interest Portion shall accrue on the Cumulative Outstanding Principal Portion from such date or the most recent Rental Payment Date for which Rental Payments have been paid at the rate per annum set forth on **Exhibit B** to the Lease (computed on the basis of a 360-day year of twelve 30-day months). Rental Payments (consisting of both Principal Portion and Interest Portion) shall be payable in substantially equal installments on each May 1 (each such date being a "Rental Payment Date") based on a 5-year amortization of the Cumulative Outstanding Principal Portion beginning on May 1, 2018 and ending on the date on which the Cumulative Outstanding Principal Portion is fully paid, provided that the final Rental Payment shall be due and payable no later than May 1, 2023.

From time to time but no later than one business day prior to the applicable Rental Payment Date, the Lessor shall calculate and provide to the Lessee a Rental Payment Schedule, in the form attached to this **Exhibit A** as **Schedule 1**, which shall set out the Rental Payments to be made by the Lessee based on the requirements of this paragraph (b) during the then-current Renewal Term and any subsequent Renewal Terms of the Lease. As soon as practical after the Completion Date but no later than one business day prior to the applicable Rental Payment Date, the Lessor shall calculate and provide to the Lessee a final Rental Payment Schedule, in the form attached to this **Exhibit A** as **Schedule 1**, which shall set out the Rental Payments to be made by the Lessee based on the requirements of this paragraph (b) during the then-current Renewal Term and any subsequent Renewal Terms of the Lease.

Lessee shall be entitled to prepay the Rental Payments in whole or in part at any time on or after May 1, 2019, without penalty or premium. In the event of a partial prepayment of Rental Payments pursuant to the Lease, the Rental Payments shown on the Rental Payment Schedule shall be recalculated by the Lessor and a revised **Schedule 1** shall be provided to the Lessee from time to time but no later than one business day prior to the applicable Rental Payment Date.

**SCHEDULE 1 TO EXHIBIT A
TO LEASE PURCHASE AGREEMENT**

RENTAL PAYMENT SCHEDULE

Rental Payment <u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Payment</u>
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(to be calculated and provided to the Lessee in accordance with **Exhibit A** to the Lease)

EXHIBIT B
TO LEASE PURCHASE AGREEMENT
OTHER PROVISIONS

Improvements: The Improvements will consist of acquiring, constructing, extending, improving and equipping the City's soccer complex, including without limitation constructing and equipping new soccer fields and practice facilities on the Land described on **Exhibit E** to the Lease and other property available to the Lessee, together with other related improvements, fixtures, equipment and furnishings and support facilities.

Intended Use of Project: Soccer fields and facilities for public use.

Fiscal Year: Lessee's Fiscal Year currently begins on April 1 of each year.

Closing Price: \$500,000.

Commencement Date: December 20, 2017.

Maximum Authorized Amount (of Base Lease Rentals, inclusive of Closing Price, to be advanced for Improvements): \$4,200,000.

Interest Rate: The Interest Portions of Rental Payments will be calculated on the Cumulative Outstanding Principal Portion from time to time, using a per annum interest rate of 2.895%, computed on the basis of a 360-day year of twelve 30-day months.

Notwithstanding anything in the Lease to the contrary, the Lessee agrees that, upon a Determination of Taxability, Rental Payments shall be adjusted to reflect that the interest rate used to calculate Interest Portions of Rental Payments will be increased by 200 basis points retroactive to the date that, according to the Determination of Taxability, the Interest Portions of Rental Payments are no longer excludable from gross income for federal income tax purposes. The Lessee agrees to promptly acknowledge an amended Rental Payment Schedule.

Final Rental Payment Date: May 1, 2023.

Title Insurance: The owner's policy of title insurance required under **Article VII** of the Lease shall be in the amount of \$4,200,000.

Addresses: The following addresses shall be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to Lessor: **FS LEASING, LLC**
201 E. Columbia
Farmington, Missouri 63640
Attention: Governmental Lending
- (b) If to Lessee: **CITY OF BOONVILLE, MISSOURI**
401 Main Street
Boonville, Missouri 65233
Attention: City Administrator

EXHIBIT C
TO LEASE PURCHASE AGREEMENT

Request No. _____

Date: _____

REQUEST FOR FUNDING

TO: FS LEASING, LLC, as Lessor
201 E. Columbia
Farmington, Missouri 63640
Attention: Governmental Lending

The undersigned hereby requests that the Lessor advance fund additional proceeds under the Lease Purchase Agreement dated as of December 1, 2017, between the Lessor and the City of Boonville, Missouri (the "Lessee"), to pay costs of the Improvements listed below:

Amount (Base Lease Rentals)	Payee and Address	Description of Improvements

The total amount of proceeds requested hereby is: \$ _____. Invoices for or evidence of payment of such amounts are attached hereto.

The funding of such proceeds will be effected by the Lessor by payment of the amounts listed above to the payees listed above. If the Lessee has already paid an invoice listed above, the payee for such amount may be the Lessee.

I hereby state and certify that

- (i) the amount requested either has been paid by the Lessee or is justly due;
- (ii) the fair value of each item for which funds are requested is not exceeded by the amount requested to be withdrawn;
- (iii) the amount requested for each item for which funds are requested does not exceed the costs to Lessee of said item;

(iv) as of this date, except for the amounts to above, to the best of my knowledge there are no outstanding statements which are now due and payable for labor, wages, materials, supplies or services in connection with the acquisition and construction of the Improvements which, if unpaid, might become the basis of a vendors', mechanics', laborers' or materialmen's statutory or similar lien upon the Project or any part thereof;

(v) the amount remaining to be paid as Base Lease Rentals to pay the remaining Costs of the Improvements, together with other moneys set aside by the Lessee to pay Costs of the Improvements, will, after payment of the amounts requested, be sufficient to pay all Costs of the Improvements, it being understood that no Base Lease Rentals may be disbursed to pay Costs of the Improvements unless after such expenditure the remaining Base Lease Rentals up the Maximum Authorized Amount, together with any other funds available and committed by the Lessee, are sufficient to pay such remaining Costs of the Improvements;

(vi) none of the items for which payment is being requested has been or is being made the basis for the withdrawal of any moneys in previous or pending applications for advancements; and

(vii) all of the proceeds of the Lease hereby requested to be advanced are being used for the purposes described in the Lease.

CITY OF BOONVILLE, MISSOURI

By: _____

Title: _____

EXHIBIT D
TO LEASE PURCHASE AGREEMENT

COMPLETION CERTIFICATE

TO: FS LEASING, LLC, as Lessor
201 E. Columbia
Farmington, Missouri 63640
Attention: Governmental Lending

Re: Lease Purchase Agreement dated as of December 1, 2017 (the "Lease"), between FS Leasing, LLC and the City of Boonville, Missouri ("Lessee")

Ladies and Gentlemen:

Pursuant to **Section 5.4** of the Lease, the undersigned hereby certifies (a) all terms in this certificate are used with the meanings used in the Lease, (b) the Improvements were completed on _____, 20____, (c) all other facilities necessary in connection with the Improvements have been acquired, constructed, extended, improved and equipped, (d) the Improvements and such other facilities have been completed in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, and (e) all Costs of the Improvements have been paid. This certificate is given without prejudice to any rights of Lessee that then or now exist or may subsequently come into being against third parties.

The undersigned hereby further states and certifies that (a) each of Lessee's representations contained in the Lease or the Base Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default.

Date: _____

CITY OF BOONVILLE, MISSOURI

By: _____
Lessee Representative

EXHIBIT E
TO LEASE PURCHASE AGREEMENT

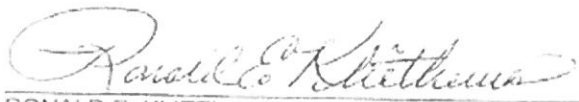
DESCRIPTION OF THE LAND

Property Boundary Description "TRACT #1": The southern part a tract of land previously described in Book 444, page 001 of the Cooper County Records, located in Southwest Quarter of Section 10, Township 48 North, Range 17 West, City of Boonville, Cooper County, Missouri, with the boundary of said southerly part being more particularly described as follows:

Commencing at a found iron rod on the easterly ("left") right-of-way line of Missouri Highway 5, (a.k.a. Ashley Road), at the northwest corner of said tract per Book 444, Page 001, also being the southwest corner of an adjacent school tract described in Book 134, Page 635; thence S.34°11'14"W, along said easterly right-of-way line of Missouri Highway 5 for a distance of 221.39 feet to a set iron rod at the point of "Beginning" for this property boundary description; thence continuing along said right-of-way line on the following three courses, S.34°11'14"W for 223.66 feet to Sta. 45+00, at 60 feet left of centerline; thence on a curve to the right having a radius of 2,924.79 feet, an arc length of 168.27 feet, and a chord of S.34°13'14"W for 168.25 feet to an iron rod found at the northwestern corner of a tract previously described in Book 136, Page 409 of the Cooper County Records; thence departing said right-of-way of Highway 5, and now along the northern line of said tract per Book 136, Page 409 on the following courses, S.41°14'21"E for 92.20 feet to a found iron rod; thence S.36°22'42"W, approximately parallel with the east line of said highway for 187.46 feet to a found iron rod at the northern corner of a parcel previously described in Book 155, Page 991 of the Cooper County Records; thence S.00°09'29"W, along the easterly line of the last said parcel for 96.85 feet to a found iron rod at the southeast corner of the last said parcel, on the north line of said tract per Book 136, Page 409; thence S.75°14'10"E, along the north line of the last said tract for 969.21 feet to the northeast corner thereof, on the west line of the above said school tract per Book 134, Page 635, (from said corner a found iron rod bears S.75°14'10"E, 1.87 feet); thence from said corner N.00°04'00"E, along the common line between the said tract per Book 444, Page 001 and the school tract for a distance of 504.98 feet to the southeast corner of a tract per Book 258, Page 114, (from said corner a found iron pipe bears N.88°09'53"W, 0.6 feet); thence from said corner N.88°09'53"W, along the south line of said tract per Book 258, Page 114 for a total of 176.74 feet to a found iron pipe at the southwestern-most corner of said tract; thence N.03°41'52"E along the western line of the last said tract, and the northern extension of same line for a total of 219.19 feet to an iron rod set on another southern line of same tract per Book 258, Page 114; thence N.87°49'08"W, along said southern line for 96.81 feet to a found railroad rail in concrete at another southwesterly corner of same tract; thence N.02°10'50"E, along the western line of said tract for 28.84 feet to a set iron rod; thence leaving the lines of the last said tract N.87°49'10"W for 66.94 feet to an iron rod set one foot east from an existing steel pipe fence corner post; thence northwesterly, parallel with and one foot northerly from said fence on the following three courses, N.31°42'04"W for 93.74 feet to a set iron rod; thence N.58°52'31"W for 76.13 feet to a set iron rod; thence N.88°50'48"W for 231.07 feet to a set iron rod on the easterly right-of-way line of Missouri Highway 5 at the point of "Beginning", containing 12.85 acres, more or less, and being subject to or having the benefit of easements and/or restrictions of record or not of record, including a non-exclusive 30-foot wide access easement for the owners of both Tracts #1 and #2, located along the existing lane as shown on the plat of survey for this Tract #2 noted below. (Bearings are based upon a resurvey of the adjacent school property by Tim J. Reed, PLS #2089 dated June 15, 2007, and filed in Survey Book 8, Page 333 of the Cooper County Records.) See also the "Parcel Boundary Adjustment Survey" filed for record in Survey Book _____, Page _____ of the Cooper County Records.

Book _____, Page _____
Document 2015-3135

Prepared by: MECO Engineering Company, Inc., 2701 Industrial Drive, Jefferson City, Missouri 65109
Missouri LS Corp License No. 000186


RONALD E. KLIETHERMES, PLS
MISSOURI PLS #2109

DATE: DEC. 10, 2015



CITY OF BOONVILLE, MISSOURI

Tourism Commission Minutes

Tuesday, November 14, 2017 @ 12:00 p.m.

Visitor Center

100 E. Spring St.

Boonville, MO 65233

Members Present: Leah Jonker, Julie Pasley, Gin O'Keefe, Paul Keller, Bob Bosma, and Morris Carter (Council Rep)

Absent Members: Kate Fjell, Deb Jewett, Paul Keller, Bob Bosma, and Morris Carter

Staff: Katie Gibson and Jade Danner

I. Call to Order

- The meeting was called to order at 12:07 p.m. with a quorum present.

II. Public Comments

- None

III. New Business

a. Minutes

- The minutes from the October meeting were presented.
- Julie moved, and Leah seconded the motion to approve the minutes as presented.

b. October 2017 Financial Reports

- Katie spoke briefly about Tourisms 2017 sales; noting we were over on our spending budget, but that it had been well spent.
- Our sales reflected what a momentous year we had.
- Katie pointed to extra events being responsible for the influx of sales, such as the 2017 Total Solar Eclipse.
- Members Leah and Gin mentioned that they would like to see a cleanup effort occur on top of Exit 106.; stating that the abandon gas station needed tending.
- Katie mentioned the need for also updating the brown attraction signs lining the interstate.

c. Advertising

1) Missouri Life

- o A supplemental piece going in all Missouri Life Magazines about what's on the Katy Trail.
- o The piece would be a 2-page spread costing \$2,500
- o It would cover Businesses/ Bike Shops / Restaurants etc. along the Katy
- o Would circulate to over 20,000 people
- o The motion was motioned to pass by Julie and Gin seconded the motion.

2) Big BAM Sponsorship

- Katie tells the group about Bam saying, "It's a recreational ride, not a race. Riders will camp in six small towns across Missouri and will ride for a total of five days. An average day of riding would be about 30-40 miles."
- We have been asked to be a sponsor
- Much like Pedaler's Jamboree in set up, but much different in terms of who is riding. Where Pedaler's is more for the novice rider, Bam is for the experienced cyclist.
- As it is a short ride from Sedalia to Boonville, riders would be spending more time in Boonville than almost anywhere else.
- Event Timeline: October 7th- Clinton 8th – Sedalia 9th- Boonville 10th Jefferson City 11th- Herman 12th- St. Charles.
- Katie spoke about the terms of the sponsorship.
- Katie suggested that the cost incurred from advertising be split between the 2017 and 2018 fiscal years.
- It was motioned to pass by Julie and seconded by Leah.

d. *Tourism Grants & FY2017 Meeting Time*

- Katie told the group that the Grants had all been allocated out.
- FY2017 Meeting tentatively set for December 11, 2017 at 5 p.m. at the Visitor Center.
- A pizza dinner will be provided.

e. *Upcoming Events- Christmas-*

- Katie went over the tentative schedule of events.
 - Home Tours
 - Frost Fun Fest
 - Parade
 - Living Window etc.

IV. Old Business

- None

V. Adjourn

- Meeting was adjourned at 1:01 p.m.

Submitted by Jade Danner

CITY OF BOONVILLE
STREET, ALLEY AND SANITATION BOARD
MEETING

November 29, 2017

The Street, Alley and Sanitation Board met at the City Services Building at 1200 Locust Street, 6:30 p.m., Wednesday, November 29, 2017.

Members present: Brad Spears, Wayne Jones, David Smith, Lewis Miller and John Pasley. Also, present M. L. Cauthon, Public Works Director.

Members absent or excused: Michael Stock, Council Representative

MINUTES: Brad Spears made a motion, seconded by David Smith to approve the minutes of the October 25, 2017 meeting. The motion passed unanimously.

PUBLIC COMMENTS: None

OLD BUSINESS: None.

NEW BUSINESS: Consider recommending removal of the stop signs on 3rd Street at Vine Street – In response to public comment at the October 25, 2017 meeting board members requested that this be an agenda item for the November meeting. They also requested the opinion of the police department on removal of the stop signs. Police Chief Welliver and Assistant Police Chief Ayers recommended leaving the stop signs on 3rd Street at Vine in place. Board members discussed the increased activity on the nearby Kemper Campus and the potential increased activity, including building development near 2nd and Vine Streets. The consensus was the nearby activity impacts the 3rd and Vine Streets intersection, making the stop signs on 3rd relevant. Members suggested that activity and traffic on and near the 500, 600 and 700 blocks of 3rd Street might make stop signs necessary on 3rd Street at other intersections. With no further discussion the issue died for a lack of a motion.

MISCELLANEOUS: Wayne Jones requested that M. L. Cauthon and the BPD investigate the problems and potential problems of vehicles parked too close to intersections of Mueller and 11th Streets and 8th and High Streets.

ADJOURN: With no further business, the meeting was adjourned at 6:58 PM with a motion by Brad Spears seconded by Lewis Miller. The motion passed unanimously.

Respectfully submitted,

M. L. Cauthon III

MEMORANDUM

DATE: November 28, 2017
TO: Mayor and City Council
FROM: Irl Tessendorf
SUBJECT: Elected Officials Salaries

I have attached a salary report compiled periodically by the Missouri Municipal League.

It has a lot of information. Perhaps too much. You can look it over as you wish.

It would appear that Boonville's salary levels for elected officials are not far from the norm – perhaps slightly low.

If an increase is desired, something like increase to \$400-\$450 per month for Mayor and \$150-\$200 for Council folks might be justified.

Increases for elected officials can ONLY be implemented at the beginning of a new term. So for this to start in April 2018, we must pass by January 2nd and only half the Council will get the increase in 2018. The other half must wait to their new term in 2019.

Municipality	Population	MML Region	County	Class	Employees(#_of)	Operating Budget	Mayor Salary	Council/Boardmember Salary
Advance	1,366	Fifteen	Stoddard	4th Class	8.0	\$ 872,000		
Agency	672	Three	Buchanan	Village	1.0	\$ 80,000	\$175/Qtr	\$150/Qtr
Airport Drive	844	Twelve	Jasper	Village	1.0	\$ 32,750		0
Alba	539	Twelve	Jasper	4th Class	3.5	\$ 300,000	\$25.00 PM	\$12.50 PM
Anderson	1,982	Twelve	McDonald	4th Class	10.0	\$ 1,681,187		
Appleton City	1,092	Nine	St. Clair	4th Class	4.0	\$ 1,171,325	200/mo.	25/meeting
Arbryd	486	fifteen	Dunklin	4th Class	3.0	\$ 307,000	114 per month x12 months=1368	15.57 per month x12 months=186.84
Aurora	7,477	Thirteen	Lawrence	3rd Class	55.0	\$ 6,489,090		0
Auxvasse	985	Seven	Callaway	4th Class	5.0		\$225.00 per quarter	\$112.50 per quarter
Ava	2,934	Fourteen	Douglas	4th Class	63.0	\$ 11,068,994	\$18,000 Salary Annually & \$915 Monthly Allowance	\$200 Monthly
Bakersfield	237	Fourteen	Ozark	Village	1.5	\$ 110,000	-0-	-0-
Baring	126	Five	Knox	4th Class	-		25.00 per meeting	25.00 per meeting
Barnett	201	Ten	Morgan	4th Class	1.0	\$ 96,495	N/A	N/A
Bates City	220	Six	Lafayette	4th Class	3.0	\$ 600,000	100 per month 1200 per year	65.00 per meeting 780.00 per year
Bella Villa	740	One	St. Louis	4th Class	4.0	\$ 500,695	\$300 per month	\$600 per year
Belle	1,528	Ten	Maries Osage	4th Class	8.0	\$ 990,000	300 monthly	100 monthly
Bellefontaine Neighbors	10,798	One	St. Louis	4th Class	50.0	\$ 4,375,000	\$20,000 per year	\$375 per month
Berkeley	9,073	One	St. Louis	Home Rule	102.0	\$ 12,550,000	\$175x12=\$2,100	\$175x12=\$2,100
Bethany	3,149	Four	Harrison	4th Class	33.0	\$ 20,420,000	3,500 per month	\$50/meeting (24) + \$50/special meeting (est. 5)
Bevier	703	Five	Macon	4th Class	4.0	\$ 1,399		0
Big Lake	145	Three	Holt	Village	1.0	\$ 25,000		0
Billings	1,083	Thirteen	Christian	4th Class	9.0	\$ 8,507,930	60.00 per month	20.00 per meeting
Birmingham	193	Two	Clay	Village	2.0	\$ 63,000		
Blackwater	163	Seven	Cooper	4th Class		\$ 39,000	\$50 yr	\$50 yr
Blairstown	95	Nine	Henry	4th Class	-	\$ 110,000	\$35 per meeting	\$25 per meeting
Bland	522	Ten	Gasconade	4th Class	2.0	\$ 366,842	100 per month	n/a
Bolivar	10,714	Thirteen	Polk	4th Class	110.0	\$ 12,500,000	\$5000 per year	\$3,500 per year
Boonville	8,403	Seven	Cooper	3rd Class	73.5	\$ 15,300,030	PT \$337.94 PER MONTH	PT \$104.46 PER MONTH
Bourbon	1,621	Ten	Crawford	4th Class	11.0	\$ 1,200,000	\$100 first meeting / \$50 additional meetings per mo	\$50 first meeting / \$25 addtl mtgs per mo
Bowling Green	5,388	Five	Pike	4th Class	19.0	\$ 3,488,330	\$600 per month	\$200 per month
Branson	11,431	Thirteen	Taney	4th Class	264.0	\$ 74,500,000	1440 per year	240 per year
Braymer	848	Four	Caldwell	4th Class	4.0	\$ 553,000	\$1500 per year	\$50.00 per meeting
Bridgeton	11,786	One	St. Louis	Home Rule	181.0	\$ 19,110,900	\$15,000 per year	\$6,000 per year
Brookfield	4,358	Four	Linn	3rd Class	48.0	\$ 2,400,000		0
Bucklin	446	Four	Linn	4th Class	2.0	\$ 340,000		0
Buckner	3,067	Two	Jackson	4th Class	17.0	\$ 1,887,600	400\YR + 20\MTG + 55\MO Car Allowance + 55\MO Phone Allowance	400\YR + 20\MTG
Bunker	400	Fifteen	Dent Reynolds	4th Class	2.0	\$ 112,150	Water, Sewer, Trash FREE	Water, Sewer Free
Byrnes Mill	2,888	Eight	Jefferson	4th Class	19.0	\$ 1,534,540		0
Cabool	2,130	Fourteen	Texas	4th Class	30.0	\$ 5,814,574	\$250 per month	\$100 per month
Cainsville	280	Four	Harrison	4th Class	2.0	\$ 227,355		600 20 per meeting
California	4,396	Seven	Moniteau	4th Class	51.0	\$ 9,348,965		3000
Callao	281	Five	Macon	4th Class	2.0	\$ 200,000		0
Camdenton	3,880	Ten	Camden	4th Class	46.0	\$ 6,729,980	\$600 per month plus \$75 per meeting	\$75 per meeting
Cameron	9,836	Three	Clinton, DeKalb	3rd Class	60.0	\$ 19,800,000	\$478.85 per quarter	\$478.85 per quarter
Canton	2,388	Five	Lewis	4th Class	16.0	\$ 1,823,312		6000
Cape Girardeau	39,462	Eleven	Cape Girardeau	Home Rule	394.0	\$ 58,500,000	\$1800 per year	1800
Carl Junction	7,729	Twelve	Jasper	4th Class	32.0	\$ 1,500,000	\$7724 annually	\$1200 per year
Carrollton	3,638	Six	Carroll	Special Charter	26.0	\$ 3,424,075	\$15,000.00 per year	\$25/meeting
Cartersville	1,852	Twelve	Jasper	3rd Class	14.0	\$ 1,500,000	\$200 a month	\$2,400.00 per year
Carthage	14,319	Twelve	Jasper	Home Rule	109.0	\$ 15,172,832	\$350 per month	\$15 per month \$10 per month additional for Finance committee
Charlack	1,371	One	St. Louis	4th Class	2.0	\$ 746,399	\$600 per month	\$150 per quarter
Charleston	5,815	Fifteen	Mississippi	3rd Class	35.0	\$ 3,600,000		\$400 per month
Chesterfield	47,864	One	St. Louis	3rd Class	226.8	\$ 39,000,000	\$12,000/YR	0
Chillicothe	9,487	Four	Livingston	Special Charter	73.0	\$ 13,290,923	\$15,834 annually; \$75 per meeting	\$6,000/YR
Clarence	781	Five	Shelby	4th Class	8.0	\$ 1,381,000	\$65 per month	\$75 per meeting
Clarksdale	268	Three	DeKalb	4th Class	1.0	\$ 174,275	\$300.00 per year	\$50 per month
Clarksville	431	Five	Pike	4th Class	4.0	\$ 532,900	0.00, no payment received	\$120.00 per year
Clarkton	1,231	Fifteen	Dunklin	4th Class	7.0	\$ 712,800	\$150 per month	0.00, no payment received
Clayton	15,884	One	St. Louis	Home Rule	163.5	\$ 48,300,000	\$250 per meeting	\$50 per month
Cleveland	663	Two	Cass	4th Class	-	\$ 504,000		\$100 per meeting
Clever	2,517	Thirteen	Christian	4th Class	9.0	\$ 922,417	\$375.00 per month	0
Clinton	8,899	Nine	Henry	3rd Class	72.0	\$ 8,462,297	\$1,200 per year	Pro-Tem \$225.00 per month Alderman \$150.00 per month
Coffey	163	Four	Davless	4th Class	1.0	\$ 147,013	\$20 per meeting	\$240 per year
Columbia	119,108	Seven	Boone	Home Rule	1,380.0	\$ 420,903,053		\$20 per meeting
Concordia	2,390	Six	Lafayette	4th Class	19.0	\$ 1,075,477	\$110 per meeting + \$1000 stipend=\$3970 per year	9000
Corder	397	Six	Lafayette	4th Class	2.0	\$ 300,000	\$900 per year	\$70 per meeting=\$1890 per year
Country Club	2,463	Three	Andrew	Village	3.0	\$ 1,100,000	N/A	\$360 per year
Craig	228	Three	Holt	4th Class	2.0	\$ 189,000	\$100 per month	zero
Crane	1,352	Thirteen	Stone	4th Class	11.0	\$ 2,459,853	\$30 per meeting	\$0.00 per meeting
Creighton	344	Two	Cass	4th Class	1.0	\$ 135,000	300.00 yr	\$20 per meeting
Crestwood	11,966	One	St. Louis	Home Rule	92.0	\$ 11,000,000		150.00 yr
Creve Coeur	18,276	One	St. Louis	Home Rule	129.0	\$ 22,000,000	\$600 PER MONTH	8400
Crystal Lake Park	499	one	St. Louis	4th Class	-	\$ 488,096	\$100 per meeting	\$400 PER MONTH
Dardenne Prairie	12,890	Eight	St. Charles	4th Class	8.0	\$ 3,600,000	1,000 per month	\$50 per meeting
Deepwater	415	Nine	Henry	4th Class	3.0	\$ 259,000	No Pay	375.00 per month
Dexter	7,992	Fifteen	Stoddard	4th Class	60.0	\$ 10,302,677	1200.00 per year	No Pay
								1800.00 per year

Municipality	Population	MML Region	County	Class	Employees(#_of)	Operating Budget	Mayor Salary	Council/Boardmember Salary
Diggins	308	Eight	Webster	Village	1.0	\$ 196,115	175.00 per month	75.00 per month
Dixon	1,499	Ten	Pulaski	4th Class	33.0	\$ 1,100,000	2400.00 per year	1200.00 per year
Doniphan	1,991	Fifteen	Ripley	4th Class	29.0	\$ 1,700,000	\$600.00 per month	\$50.00 per meeting
Doolittle	605	Ten	Phelps	4th Class	2.0	\$ 280,000	100/mo	10/meeting if attends
Drexel	956	Two	Bates/Cass	4th Class	4.0	\$ 941,955	\$700 per year	\$500 per year
East Lynne	304	Two	Cass	4th Class	2.0	\$ 135,000	\$99.00 / year	\$99.00 / year
Edina	1,108	Five	Knox	4th Class	9.0	\$ 1,463,254	\$125 per month and \$125 per meeting	\$125 per meeting
Edmundson	837	One	St. Louis	4th Class	16.0	\$ 1,556,037	\$800 per month; \$9,600 per year	\$400 per month; \$4,800 per year
Eldon	4,632	Ten	Miller	4th Class	53.0	\$ 5,000,000	\$1000 per month	\$200 per month
Elsberry	1,986	Eight	Lincoln	4th Class	9.5	\$ 1,800,000	\$300 per month	\$150.00 per month per 6 Board members
Fair Grove	1,459	Thirteen	Greene	4th Class	8.0	\$ 992,375		
Fairfax	594	Three	Atchison	4th Class	3.0	\$ 565,303	700 per year	70 per meeting
Fairview	381	Twelve	Newton	4th Class	2.0	\$ 270,886		0
Farley	284	Two	Platte	Village	-	\$ 60,000		0
Festus	12,065	Eight	Jefferson	3rd Class	91.0	\$ 16,401,253	\$400 per month to \$600 per month after 2018 election	\$150 per month to \$300 per month after member is elected
Florissant	52,268	One	St. Louis	Home Rule	230.0	\$ 25,100,326	\$135,746.00 per year	\$11,568 per year
Fordland	815	Thirteen	Webster	4th Class	3.0	\$ 398,434	105 per month	\$0 per month
Forsyth	2,431	Thirteen	Taney	4th Class	21.0	\$ 1,806,650		0
Four Seasons	2,233	Ten	Camden	Village	1.0	\$ 640,000	100/month	100/month
Freeburg	429	Seven	Osage	Village	1.0	\$ 260,000	\$250 month	\$85 per meeting
Frontenac	3,574	One	St. Louis	4th Class	53.0	\$ 6,038,382		0
Fulton	12,939	Seven	Callaway	Home Rule	188.0	\$ 40,004,599	\$18,000/YR	\$3,600/YR
Gainesville	760	Fourteen	Ozark	4th Class	4.0	\$ 726,353	234.00 PER MONTH	-0-
Gladstone	26,861	Two	Clay	3rd Class	181.0	\$ 27,068,591	\$25 per quarter	\$25 per quarter
Glen Allen	85	Eleven	Bollinger	Village	1.0	\$ 56,000		0
Golden City	729	Twelve	Barton	4th Class	5.0	\$ 628,188		0
Goodman	1,233	Twelve	McDonald	4th Class	6.0	\$ 656,700	\$300 per month, \$150 per meeting, \$3600 a year	4 member at 75 per month, 37.50 per meeting, 900 a year each, \$3600 total
Granby	2,128	Twelve	Newton	4th Class	13.0	\$ 1,710,000	\$500 per month	\$20.00 per meeting
Grandview	25,256	Two	Jackson	4th Class	175.0	\$ 15,000,000	\$16,553.25 per year	\$5,517.75 per year
Grant City	812	Three	Worth	4th Class	9.0	\$ 1,073,000	133.35 per month (Gross)	100.00 per month (Gross)
Green City	618	Four	Sullivan	4th Class	4.0	\$ 700,000	\$100/month=\$1,200.00/year	\$50/month=\$600/year
Green Park	2,640	One	St. Louis	4th Class	2.0	\$ 1,400,000	\$450 per month	\$250 per month (President of the Board is \$300 per month)
Greenfield	1,316	Thirteen	Dade	4th Class	9.0	\$ 1,202,043	300 month, 150 per meeting, 3600 per year	\$0 per meeting
Greentop	443	Five	Schuyler	4th Class	1.0	\$ 75,000	75.00 per month	\$0.00 per month
Greenville	490	Fifteen	Wayne	4th Class	3.0	\$ 230,000	\$0.00 per month	\$0.00 per month
Hallsville	1,551	Seven	Boone	4th Class	5.0	\$ 1,067,000	\$15.00 a meeting	\$10.00 a meeting
Hannibal	17,839	Five	Marion	Home Rule	147.0	\$ 23,447,380	\$3,600 per year	\$2,400 per year
Harrisburg	275	Seven	Boone	Village	1.0	\$ 192,000		0
Hayti	2,787	Fifteen	Pemiscot	4th Class	26.0	\$ 3,776,369	\$1,750 per month, \$21,000 per year	\$200 per month, \$250 per month Mayor Pro Tem
Hazelwood	25,661	One	St. Louis	Home Rule	200.1	\$ 24,815,603	\$250 per month	\$200 per month, \$450 per month starting 4/2017
Henrietta	361	Two	Ray	4th Class	3.0	\$ 345,000		900
Hermann	2,376	Ten	Gasconade	4th Class	35.0	\$ 3,400,000	400/MO	200/MO
Hermitage	458	Nine	Hickory	4th Class	3.0	\$ 927,375	\$100.00 per month	\$75.00 per month
Higbee	554	Seven	Randolph	4th Class	2.0	\$ 250,000		0
Higginsville	4,662	Six	Lafayette	4th Class	68.0	\$ 15,213,129	\$450 per month	\$125 per meeting
Highlandville	958	Thirteen	Christian	4th Class	5.0	\$ 687,000	\$1/yr	0
Holcomb	607	Fifteen	Dunklin	4th Class	4.0	\$ 337,000	\$ 100.00 per month	\$ 10.00 per month
Holden	2,263	Six	Johnson	3rd Class	11.0	\$ 1,119,000	\$300.00 per month	\$50.00 per meeting
Hollister	4,499	Thirteen	Taney	4th Class	46.0	\$ 5,600,000	\$800 per month	\$375 per month
Houston	2,082	Fourteen	Texas	4th Class	28.0	\$ 6,000,000	600 per month	125 monthly plus 25 per meeting
Hughesville	184	Six	Pettis	Village	1.0	\$ 100,000	we have no mayor	\$1.00 per meeting
Hunnewell	179	Five	Shelby	4th Class	2.0	\$ 326,000		0
Huntsdale	31	Seven	Boone	Village	-	\$		0
Huntsville	1,524	Seven	Randolph	3rd Class	11.0	\$ 1,200,000	\$25.00 one meeting month, \$37.50 two meetings mth	\$5 per month
Hurdland	155	five	Knox	4th Class	-	\$ 20,000	\$15 per month	0
Hurley	169	Thirteen	Stone	4th Class	1.5	\$ 185,000		0
Independence	117,255	Two	Jackson	Home Rule	1,031.0	\$ 261,215,338	\$21500.96 per year	\$11500.32 per year
Iron Mountain Lake	717	Eleven	St. Francois	4th Class	2.5	\$ 276,000	\$250 monthly	President of Board \$150 Aldermen \$100
Jackson	14,869	Eleven	Cape Girardeau	4th Class	135.0	\$ 35,000,000	\$250/month	\$150/month
Jameson	131	four	Daviess	Village	-	\$ 44,800		0
Jamesport	507	Four	Daviess	4th Class	3.0	\$ 500,000		0
Kansas City	475,378	Two	Jackson	Home Rule	4,435.0	\$ 1,590,000,000	\$10,263 per month; \$123,156 per year	\$ 130.75 per month; \$61,569 per year
Kearney	9,423	Two	Clay	4th Class	38.0	\$ 3,214,970	\$100 per meeting	\$70.00 per meeting
Keytesville	455	Six	Chariton	4th Class	2.0	\$ 566,000	2000 per year	240 per year
Kimberling City	2,313	Thirteen	Stone	4th Class	15.0	\$ 2,109	200.00 monthly	\$30 per meeting
Kimmswick	158	Eight	Jefferson	4th Class	5.0	\$ 100,000		0
King City	1,006	Three	Gentry	4th Class	4.0	\$ 500,000	22.00 per month	15.00 per month
Kirksville	17,520	Five	Adair	3rd Class	145.0	\$ 31,180,000	\$300 per month	\$200 per month
Kirkwood	27,750	One	St. Louis	Home Rule	284.0	\$ 77,500,000	3600/yr	2400/yr
Koshkonong	213	Fourteen	Oregon	4th Class	2.0	\$ 150,000	\$150 per year	\$50 per year
La Monte	1,134	Six	Pettis	4th Class	3.0	\$ 620,371	2400.00 (our's does not take a check)	100 per month
Labelle	657	Five	Lewis	4th Class	3.0	\$ 555,000	\$250 PER MONTH	\$1200 PER YEAR
Laddonia	510	Seven	Audrain	4th Class	3.0	\$ 646,410		
Ladue	8,597	One	St. Louis	4th Class	88.5	\$ 13,027,637	\$0 - not a paid position	\$0 - not a paid position
Lake Lafayette	323	Six	Lafayette	4th Class	2.0	\$ 65,000		0
Lake Winnebago	1,144	Two	Cass	4th Class	13.0	\$ 2,515,359	\$250 MONTHLY; ONCE A YEAR ADDTL \$4,850	\$200 MONTHLY X 4 BOARD MEMBERS

Municipality	Population	MML Region	County	Class	Employees(#_of)	Operating Budget	Mayor Salary	Council/Boardmember Salary
Lakeshire	1,428	One	St. Louis	4th Class	3.0	\$ 503,700	227.81 per month	\$91.00 per month
Lancaster	724	Five	Schuyler	4th Class	4.0	\$ 550,000	150.00 per attended meeting	125.00 per attended meeting
Laurie	932	Ten	Morgan	4th Class	12.0	\$ 1,679,193	\$200 / month	\$50 / meeting
Lawson	2,409	Two	Clay Ray	4th Class	17.0	\$ 2,518,487	\$340.00 per year	\$240.00 per year
Leadwood	1,236	Eleven	St. Francois	4th Class	8.0	\$ 400,000	\$200.00 per month	\$50.00 per month but the present board signed waivers to no accept it.
Lebanon	14,688	Ten	Laclede	3rd Class	166.0	\$ 54,379,067	\$400 per month	\$200 per month
Lee's Summit	95,094	Two	Jackson Cass	Home Rule	923.0	\$ 208,419,359	18,000 per year	6,000 per year
Leeton	563	Six	Johnson	4th Class	2.0	\$ 171,500		0
Liberal	721	Twelve	Barton	4th Class	5.0	\$ 1,100,000	\$100.00 per month	\$12.00 per quarter
Liberty	30,450	Two	Clay	Special Charter	230.0	\$ 89,648,010	\$400 per month	\$200 per month
Licking	3,115	Fourteen	Texas	4th Class	11.0	\$ 1,960,698	\$400 per month	\$100.00 per month, \$50 per meeting
Lilbourn	1,137	Fifteen	New Madrid	4th Class	5.0	\$ 1,697,623	\$150.00 per month	\$50.00 per month
Linn	1,429	Seven	Osage	4th Class	9.0	\$ 1,407,528	\$4,182.96 per year	\$3,199.80 per year
Linn Creek	244	Ten	Camden	4th Class	4.0	\$ 536,415	\$1,000.00 per month = \$12,000.00 per year	\$25.00 per meeting, \$12.50 per workshop = \$2,700.00
Loma Linda	784	Twelve	Newton	Village	-	\$ 233,000		0
Lone Jack	1,124	Two	Jackson	4th Class	12.0	\$ 1,052,525	\$205 per month	N/A
Mansfield	1,261	Fourteen	Wright	4th Class	18.0	\$ 3,563,400	\$350 per month	\$250 per month
Marceline	2,154	Four	Linn	3rd Class	29.0	\$ 7,000,000	\$1.00 per year	\$1.00 per year
Marionville	2,189	Thirteen	Lawrence	4th Class	10.0	\$ 1,472,100		0
Marshfield	7,138	Thirteen	Webster	4th Class	35.0	\$ 7,000,000	\$3,300.00 per year	\$1,500.00 per year
Maryland Heights	27,389	One	St. Louis	3rd Class	234.0	\$ 39,154,224	\$14,400.00/year	\$7,200.00/year
Maryville	11,879	Three	Nodaway	3rd Class	115.0	\$ 12,663,080	\$1,200 per year	\$1,200 per year
Matthews	628	Fifteen	New Madrid	4th Class	7.0	\$ 1,423,083	\$100.00 Per Month	\$0.00 Per Month
Maysville	1,094	Three	DeKalb	4th Class	5.0	\$ 600,000		0
Memphis	1,829	Five	Scotland	4th Class	28.0	\$ 3,800,000	\$4,000 per year	\$2,000 per year
Miner	961	Fifteen	Scott	4th Class	18.0	\$ 1,291,681		250
Mound City	1,059	Three	Holt	4th Class	7.0	\$ 1,358,125	150.00 monthly	100.00 per meeting
Mount Vernon	4,537	Thirteen	Lawrence	4th Class	45.0	\$ 15,870,783	\$500.00 per month	\$50.00 per meeting
Mountain View	2,673	Fourteen	Howell	4th Class	51.7	\$ 7,000,000	\$6,000 per year	\$150.00 per month
Neosho	12,156	Twelve	Newton	Home Rule	115.0	\$ 15,094,053	300 per year	300 per year
Nevada	8,253	Nine	Vernon	Home Rule	92.0	\$ 16,034,556		0
New Florence	728	Eight	Montgomery	4th Class	6.0	\$ 900,000	-0-	-0-
New Franklin	1,082	Seven	Howard	4th Class	8.0	\$ 525,000	225.00mo	300.00 per year
New London	969	Five	Ralls	4th Class	6.0	\$ 718,111	\$100 per month	\$40 per month
New Melle	494	Eight	St. Charles	4th Class		\$ 300,000		0
Newburg	452	Ten	Phelps	4th Class	6.0	\$ 681,960	none	none
Nixa	20,984	Thirteen	Christian	Home Rule	142.0	\$ 32,183,781	\$300 per month	\$960 per year
North Kansas City	4,354	Two	Clay	3rd Class	180.0	\$ 25,749,890	\$7,200 per year	\$3,600 per year
Northwoods	4,193	One	St. Louis	4th Class	24.0	\$ 2,100,000	\$750 per month	600 per month
Norwood	641	Fourteen	Wright	4th Class	3.0	\$ 259,925	194 per month	0
Oakland	1,382	One	St. Louis	4th Class	-	\$ 993,620	500 month	185 month
Odessa	5,178	Six	Lafayette	4th Class	47.0	\$ 12,847,100	\$430.00 per month	\$100.00 per month
O'Fallon	85,040	Eight	St. Charles	Home Rule	463.0	\$ 80,000,000	24,000/yr	12,000/yr
Oronogo	2,425	Twelve	Jasper	4th Class	9.0	\$ 1,500,000	\$200.00 per week	\$2.00 per meeting
Orrick	809	Two	Ray	4th Class	7.0	\$ 300,000		2400
Osceola	915	Nine	St. Clair	4th Class	9.0	\$ 1,700,000	\$400/month	\$5/month \$15/ per meeting
Overland	15,959	One	St. Louis	3rd Class	104.0	\$ 10,934,156	\$1,000/month	\$500/month
Owensville	2,627	Ten	Gasconade	4th Class	26.0	\$ 3,885,161	\$225.00 per month	\$200.00 per month
Ozark	19,120	Thirteen	Christian	4th Class	150.0	\$ 22,000,000	\$10800/PY	\$40/PM
Pagedale	3,312	One	St. Louis	4th Class	21.0	\$ 2,135,905	\$1,500.00 per. mon; \$18,000.00 per year	\$ 700.00 per month
Palmyra	3,616	Five	Marion	Home Rule	32.0	\$ 8,000,000	\$6,500.00 annually	\$100.00 per meeting attended
Parkville	6,296	Two	Platte	4th Class	39.0	\$ 15,298,425	\$14,400 per year	\$5,400 per year
Perry	696	Five	Ralls	4th Class	7.0	\$ 1,758,348	\$25 per meeting	\$20 per meeting
Perryville	8,398	Eleven	Perry	4th Class	96.0	\$ 12,913,194	\$4,900.00 per year	\$3,600.00 per year
Piedmont	1,977	Fifteen	Wayne	4th Class	20.0	\$ 2,966,718	1495.66 BI-WEEKLY	126.75 PER MONTH
Pierce City	1,279	Thirteen	Lawrence	4th Class	9.0	\$ 843,000	\$350 per month	\$10 regular meeting \$6 special meeting
Pineville	786	Twelve	McDonald	4th Class	14.0	\$ 1,300,000	\$1,250.00 per year	\$225.00 per month
Pleasant Hope	614	Thirteen	Polk	4th Class	4.0	\$ 153,378		0
Pleasant Valley	3,056	Two	Clay	4th Class	23.0	\$ 3,400,000	\$300 per month	\$100 per month
Polo	540	Four	Caldwell	4th Class	3.0	\$ 527,040	\$35.00 PM	\$25.00 PM
Princeton	1,133	Four	Mercer	4th Class	8.0	\$ 1,000,000	\$75 quarterly, \$1500.00 per year	250 quarterly, 1,000 a year
Purcell	397	Twelve	Jasper	4th Class	1.0	\$ 190,000	\$40 per meeting	\$25 per meeting
Queen City	593	Five	Schuyler	4th Class	2.0	\$ 117,000	1500 yr	aldermen-840yr president-1200 yr
Raymore	20,374	Two	Cass	Home Rule	100.0	\$ 17,872,192	7200 yr	4200 yr
Raytown	29,401	Two	Jackson	4th Class	162.0	\$ 29,510,000	\$1000 a month plus \$200 car allowance	\$400 per month plus \$50 car allowance
Revere	76	Five	Clark	4th Class	-	\$ 13,460	\$80.00/mo pt	0
Rich Hill	1,336	Nine	Bates	4th Class	19.0	\$ 2,729,350	\$350 per month	\$90 per month and \$7.50 per special meeting
Richland	1,826	Ten	Pulaski	4th Class	24.0	\$ 846,045		0
Richmond	5,595	Two	Ray	3rd Class	56.0	\$ 8,500,000	\$600 per month	\$100 per month
Richmond Heights	8,481	One	St. Louis	Home Rule	129.0	\$ 36,197,120	\$480/month plus \$6,000/year	\$480/month
Riverside	3,150	Two	Platte	4th Class	78.0	\$ 10,264,428	\$225 per meeting	\$100 per meeting
Rocheport	249	Seven	Boone	4th Class	1.0	\$ 230,000	None	None
Rock Port	1,232	Three	Atchison	4th Class	11.0	\$ 550,205	\$200.00 per month	\$100.00 per month, Mayor Pro Tem \$125.00 per month
Rogersville	3,374	Thirteen	Greene Webster	4th Class	19.0	\$ 3,000,500	\$250.00 per month; \$3,000.00	\$100 per month; \$1200.00
Rolla	20,019	Ten	Phelps	3rd Class	200.0	\$ 26,493,115	\$8,000 per year	\$1,800 per year
Russellville	802	Seven	Cole	4th Class	1.0	\$ 800,000	\$50.00 per meeting	\$25.00 per meeting

Municipality	Population	MML Region	County	Class	Employees(#_of)	Operating Budget	Mayor Salary	Council/Boardmember Salary
Salisbury	1,561	Six	Chariton	4th Class	17.0	\$ 885,654	\$2,000.00 per year	\$40.00 per month
Sedalia	21,516	Six	Pettis	3rd Class	225.0	\$ 31,097,735	\$9,600 Yearly	\$4,800 Yearly
Senath	1,711	Fifteen	Dunklin	4th Class	8.0	\$ 988,435	\$00.00 per month	\$0.00 per month
Seymour	1,967	Thirteen	Webster	4th Class	18.0	\$ 3,500,000	\$7,200 per year	\$75 per meeting
Shelbyville	526	Five	Shelby	4th Class	3.0	\$ 433,185	65 PM	40 PM
Sheldon	532	Nine	Vernon	4th Class	2.0	\$ 278,837		0
Sikeston	16,436	Fifteen	Scott	Home Rule	119.0	\$ 14,591,786	\$1 PER YEAR	\$1 PER YEAR
Silex	283	Eight	Lincoln	4th Class	3.0	\$ 397,432		250
Slater	1,832	Six	Saline	3rd Class	22.0	\$ 4,500,000	\$00 month	10 per meeting
Smithville	9,233	Two	Clay	4th Class	49.0	\$ 14,000,000	\$300 per month	\$150 per month
Sparta	1,792	Thirteen	Christian	4th Class	5.0	\$ 1,100,000		3600
Springfield	166,810	thirteen	Greene	Home Rule	1,695.0	\$ 318,475,025	\$2400 per year	600
St. Clair	4,705	Eight	Franklin	4th Class	26.0	\$ 1,000,000	\$2,400/yr	0
St. Martins	1,174	Seven	Cole	4th Class	-	\$ 220,000		0
St. Peters	56,971	Eight	St. Charles	4th Class	545.0	\$ 85,000,000	\$40,000 per year	\$1,246.75 per month
Ste. Genevieve	4,472	Eleven	Ste. Genevieve	4th Class	26.0	\$ 7,739,266		5700
Steelville	1,699	Ten	Crawford	4th Class	18.0	\$ 3,943,649	\$500.00 per month plus \$100.00 allowance	\$200.00 per month
Stewartsville	735	Three	DeKalb	4th Class	3.0	\$ 648,115	\$50 per month + \$25 for each extra meeting	\$20 PM
Stover	1,074	Ten	Morgan	4th Class	7.0	\$ 984,990	\$100.00 per month	\$50.00 per month
Strafford	2,361	Thirteen	Greene	4th Class	17.0	\$ 3,000,000	\$200.00 per month	\$100.00 per month
Sugar Creek	3,320	Two	Jackson	4th Class	57.0	\$ 5,007,769	\$1,675.00 PER MONTH	\$400 PER MONTH
Sullivan	7,135	Eight	Crawford, Franklin	4th Class	60.0	\$ 21,000,000	\$400 per month	\$300 per month
Sweet Springs	1,467	Six	Saline	4th Class	11.0	\$ 1,451,756	\$00.00 per month	150.00 per quarter
Syracuse	170	Ten	Morgan	4th Class	-	\$ 75,205	-0-	-0-
Tarkio	1,477	Three	Atchison	4th Class	8.0	\$ 744,765	\$350.00 /MONTH \$25.00 EXTRA MEETING	\$200.00 /MONTH \$25.00 EXTRA MEETING
Theodosia	258	Fourteen	Ozark	Village	1.0	\$ 105,000	none	none
Tipton	3,377	Seven	Moniteau	4th Class	11.0	\$ 2,254,445	1,000/qtr	300/qtr
Town and Country	11,106	One	St. Louis	4th Class	50.0	\$ 10,309,390	\$500 per month	\$420 per month
Tracy	221	Two	Platte	4th Class	-	\$ 179,000	\$100.00/ month	\$360.00 yearly
Twin Oaks	393	One	St. Louis	Village	2.0	\$ 2,000,000	\$500 per month	\$300 per month
Union Star	421	Three	DeKalb	4th Class	1.0	\$ 250,000	\$25.00 per meeting	\$25.00 per meeting
Urich	486	Nine	Henry	4th Class	3.0	\$ 606,048	\$750.00 Annual	\$240.00 Annual
Vandiver	72	Seven	Audrain	Village	-	\$ 25,000	\$25 per meeting, 12 x annually	\$25 per meeting, 12 x annually
Velda Village Hills	1,058	One	St. Louis	4th Class	2.0	\$ 258,000		
Verona	604	Thirteen	Lawrence	4th Class	3.0	\$ 348,503	\$200 per month	\$150 per quarter
Versailles	2,440	Ten	Morgan	4th Class	21.0	\$ 104,831	\$1666.67 per month	\$100.00 per month
Vinita Park	1,886	One	St. Louis	4th Class	65.0	\$ 4,500,000	\$3,390 per month	\$670 per month
Wardsville	1,546	Seven	Cole	Village	-	\$ 207,000		0
Warson Woods	1,958	One	St. Louis	4th Class	7.0	\$ 1,500,000	\$3,000.00 yearly	\$1,200.00 yearly
Washington	14,050	Eight	Franklin	3rd Class	130.0	\$ 17,876,295	\$12,000 per year	\$6,000 per year
Weaubleau	398	Nine	Hickory	4th Class	2.0	\$ 239,000	25.00 Per Month	25.00 Per Month
Webb City	11,165	Twelve	Jasper	3rd Class	95.0	\$ 13,000,000	\$1250 per month	\$25 per meeting
Webster Groves	23,177	One	St. Louis	Home Rule	153.0	\$ 16,240,911	\$25 per meeting up to \$750 over a 12 month period	\$20 per meeting up to \$600 over a 12 month period
Weldon Spring	5,575	Eight	St. Charles	4th Class	6.0	\$ 1,500,000	\$1800.00 per year	\$1200.00 per year
Wellston	2,323	One	St. Louis	3rd Class	3.5	\$ 1,200,000	\$20,000.00 per year	\$625.00 per month
Wellsville	1,151	Eight	Montgomery	4th Class	7.0	\$ 375,000	\$500.00 per year	\$250.00 per year
Wentzville	35,603	Eight	St. Charles	4th Class	235.0	\$ 61,119,375		19500
Westboro	133	Three	Atchison	4th Class	2.0	\$ 100,000	\$50/mo plus free water/sewer/trash	\$25/meeting
Weston	1,724	Two	Platte	4th Class	12.0	\$ 2,700,000	\$4,000 per year	\$2,000 per year
Wheatland	355	Nine	Hickory	4th Class	2.0	\$ 75,000	\$50 per meeting	\$50 per meeting
Willow Springs	2,150	Fourteen	Howell	4th Class	31.0	\$ 5,783,250	\$80 per month	\$75 per month
Windsor	2,808	Nine	Henry	4th Class	12.0	\$ 640,000	\$500 PER MONTH	\$60 QUARTERLY / \$200 PER YEAR
Winona	1,310	Fourteen	Shannon	4th Class	15.0	\$ 2,987,120	100.00 per month	100.00 per month
Wood Heights	698	Two	Ray	4th Class	5.0	\$ 530,989	\$200 per month	currently \$50 per month - April Elected goes to \$45
Wyatt	311	Fifteen	Mississippi	4th Class	-	\$ 200,000	o	o