



City Of
BOONVILLE

City of Boonville

January 21, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

City of Boonville, Dangerous Building Hearing Agenda

January 21, 2025

6:15 p.m.

Evidentiary Hearing for Dangerous Building, 308 Spruce Street

Meeting Live streamed <https://www.youtube.com/user/cityofboonvillemo> & Channel 3 with Suddenlink Cable TV

I. Call to order – Pledge and Prayer

A. Whitney Venable

II. Roll Call

III. Hearing of Citizens' Comments

IV. Approval of Minutes

A. January 6 council minutes

V. Consent Items

A. Consider Change Order No. 1 to GBH Builders for YMCA Renovations in the amount of **\$5,554,42**

VI. Presentation of Accounts and Claims

A. Appropriations

VII. Unfinished Business

A. Second Reading of Bill No. 2025-001 Renewing the Capital Improvements (CIP) Sales Tax

VIII. New Business

A. Consider Resolution R2025-02 Authorizing and Approving a Lease Agreement with NCL Government Capital for a Street Sweeper

IX. Reports of Standing Committees

A. Police Board Meeting 01/13/2025

X. Reports of City Officials

A. Mayor

B. City Administrator

C. City Clerk

D. City Counselor

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.



BOONVILLE

City of Boonville

January 6, 2025

7:00 PM

City Council Chambers

525 E. Spring Street

Boonville MO 65233

I. Call to order – Pledge and Prayer

A. Barry Elbert

Call to order – The Boonville City Council met in Regular Session on January 6, 2024, at 7:00 p.m. in the Council Chambers located at 525 East Spring Street, Boonville, Missouri. The following officers were present; Kate Fjell, City Administrator; Amber Davis, City Clerk; Randy Ayers, Sergeant at arms; Mayor, Ned Beach; and City Counselor, Brad Wooldridge. The meeting was called to order. Barry Elbert led the prayer, after the pledge of allegiance.

II. Roll Call

The following council representatives were present: Barry Elbert, Whitney Venable, Drew Davis, Steve Young, Andrew Cowherd, and Sy Harvell. Heather Overstreet and Brad Atkinson were absent.

III. Hearing of Citizens' Comments

None

IV. Approval of Minutes

A. December 16 council meeting

The minutes stand as submitted

V. Consent Items

A. Consider Pay App No. 2 to GloveCon for City Hall Upstairs Remodel in the amount of **\$11,748.08**

Mr. Cowherd moved and Mr. Davis seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable Davis, Young, Cowherd, and Harvell. Total (6). Opposed: None. Absent (2) Overstreet and Atkinson. Motion Carried

- B.** Consider Pay App No.1 to GBH Builders, Inc. for Johnson Fieldhouse renovations in the amount of **\$88,614.71**

Mr. Cowherd moved and Mr. Davis seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable Davis, Young, Cowherd, and Harvell. Total (6). Opposed: None. Absent (2) Overstreet and Atkinson. Motion Carried

- C.** Consider Pay App No. 2 to HydroVac of Missouri for Lead Service Line Inventory in the amount of **\$5,158.50**

Mr. Cowherd moved and Mr. Davis seconded the motion to approve the consent item. Roll call was taken. Ayes: Elbert, Venable Davis, Young, Cowherd, and Harvell. Total (6). Opposed: None. Absent (2) Overstreet and Atkinson. Motion Carried

VI. Presentation of Accounts and Claims

A. Appropriations

Ms. Davis read the ordinance appropriating money, 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. Venable moved and Mr. Cowherd seconded the motion to approve the ordinance appropriating money. Roll call was taken. Ayes: Elbert, Venable Davis, Young, Cowherd, and Harvell. Total (6). Opposed: None. Absent (2) Overstreet and Atkinson. Motion Carried

VII. Unfinished Business

- A.** Second Reading of Bill No. 2024-020 Approving an Agreement with Missouri Soccer Park and Boonville R-1 School District

Mr. Davis moved and Mr. Cowherd seconded the motion to approve the bill. Roll call was taken. Ayes: Elbert, Venable, Davis, Young, Cowherd and Harvell. Total (6) Opposed: None. Absent (2) Atkinson and Yoder. Motion Carried.

- B.** Second Reading of Bill No. 2024-021 Authorizing and Approving a Replat at 520 Ryan Street, Main Street Center

Mr. Cowherd moved and Mr. Harvell seconded the motion to approve the bill. Roll call was taken. Ayes: Elbert, Venable, Davis, Young, Cowherd and Harvell. Total (6) Opposed: None. Absent (2) Atkinson and Yoder. Motion Carried.

VIII. New Business

- A.** First Reading of Bill No. 2025-001 Renewing the Capital Improvements (CIP) Sales Tax

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

- B.** Consider Resolution 2025-01 Authorizing and Approving an Agreement with Boonslick Community Development Corporation and Spectrum Environmental for Abatement at "A" and "D" Barracks on the Kemper Campus

Mr. Venable moved and Mr. Cowherd seconded the motion to approve the resolution. Roll call was taken. Ayes: Elbert, Venable, Davis, Young, Cowherd and Harvell. Total (6) Opposed: None. Absent (2) Atkinson and Yoder. Motion Carried.

IX. Reports of Standing Committees

None

X. Reports of City Officials

A. Mayor

None

B. City Administrator

Ms. Fjell welcomed Jim Gann to the City Of Boonville, for economic development.

C. City Clerk

None

D. City Counselor

Mr. Wooldridge stated that he and Kate are working on a new lease for the golf course and are finishing up details on a new lease with the Cooper County Prosecuting Attorney.

XI. Miscellaneous

None

XII. Adjourn

With no further discussion, Mr. Young moved and Mr. Davis seconded the motion to adjourn at 7:25 p.m. Roll call was taken. Ayes: Elbert, Venable, Davis, Young, Cowherd, and Harvell. Total (6). Opposed: None. Absent (2) Atkinson, and Yoder. Motion Carried.

A. ISLE OF CAPRI

B. Public Works Monthly Report November 2024



Remodeling for Johnston Fieldhouse – Boonslick Heartland YMCA

PBA Job No. 2414

Architects Supplemental Instructions - ASI #01

December 17, 2024

Response to: Floor Fill Adjustments

Submitted To: GBH Builders, Inc.

Attn: Jake Hunget – jake@gbhbuilders.com

Phone: 573.257.1054

Copy To: Chad Nierman, Kate Fjell, Matt Schneringer, Angie Patrick

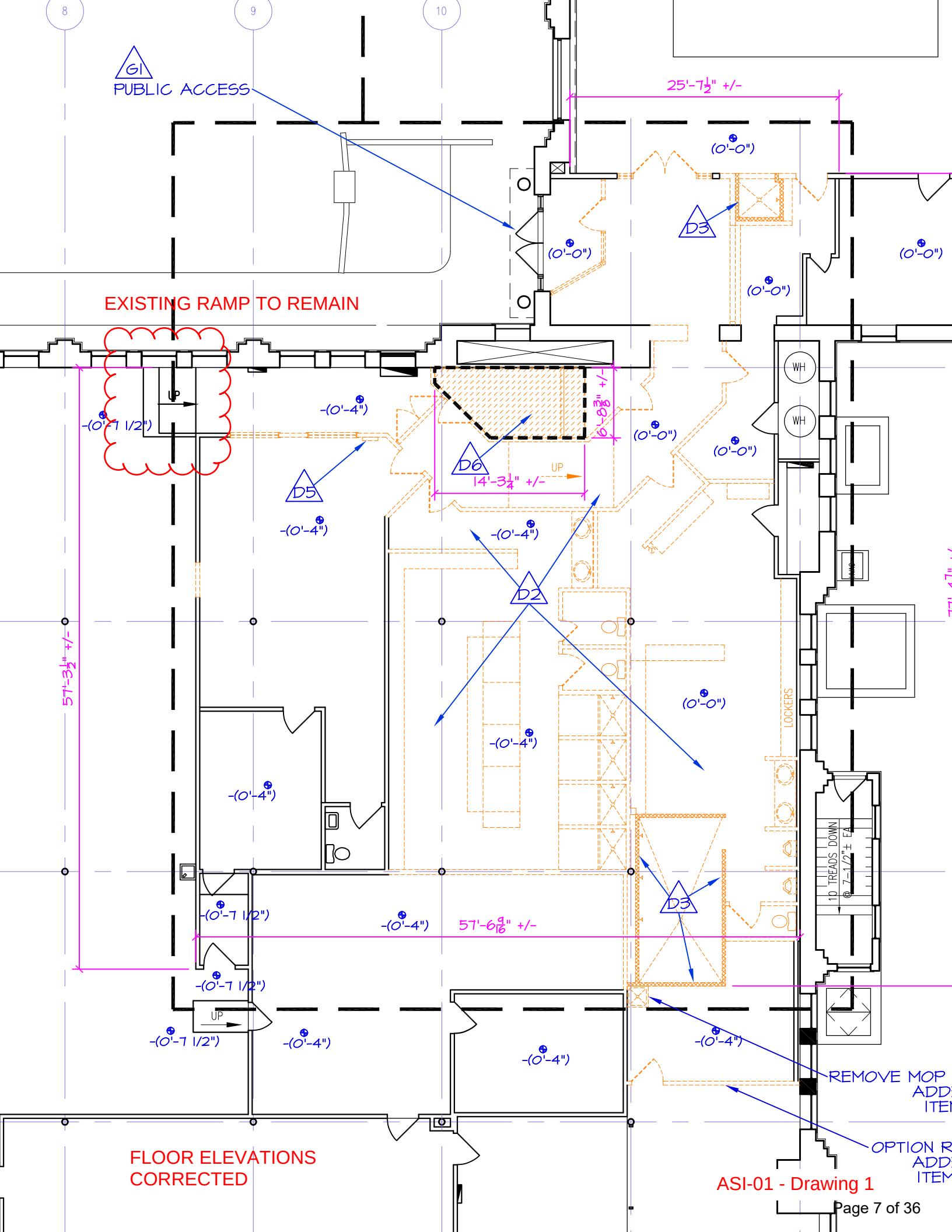
The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

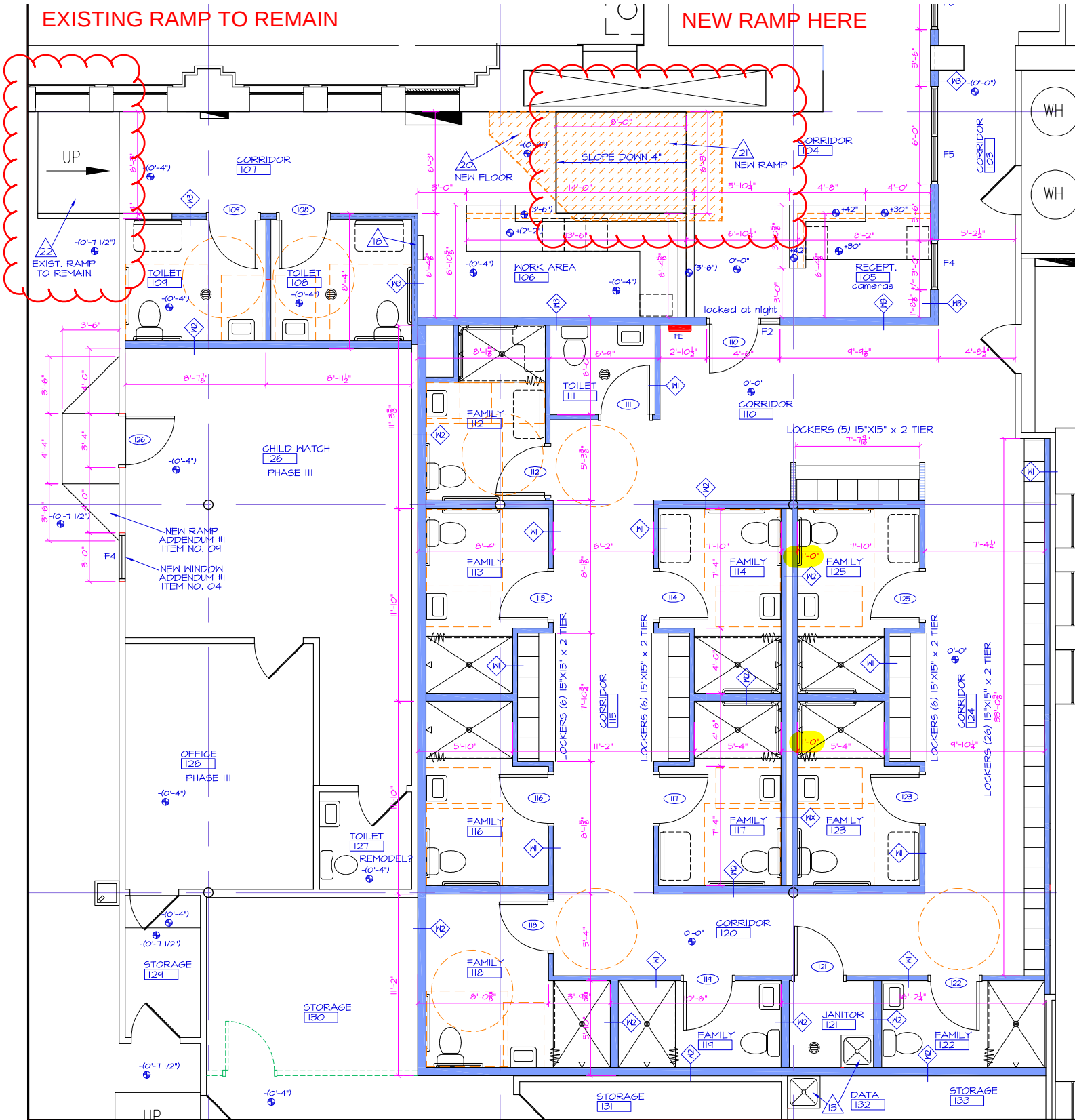
Description: Floor Fill Adjustments post Demolition

- 1) Floor Fill at Corridor 104 – Existing wood framed floor is over concrete slab on grade not basement. New floor may be installed directly over slab on grade and now does not need to be a structural slab. Fill is approximately 4” thick. Dowel to existing concrete at perimeter w/ #4 bars at 24” o.c.
Install new 4” ramp in this area adjacent to Work Area 106. Ramp to be minimum of 6’ wide and 8’ long.
Leave existing 3 ½” ramp at corridor 107 and do not re-build.
- 2) Floor Fill at Locker Rooms – Existing floor elevations are different than anticipated now that demolition is complete.
The portion of the locker room west of the column line is a structural concrete floor over basement. The floor is a total of 10” thick with 8” deep tees at 16” o.c. Take care in coring this slab....do not core through the tees.
Change plumbing wall between family restroom from a 6” metal stud wall to (2) 3-5/8” metal stud walls with 4-3/4” between them. This will allow the plumbing to be in the east floor.
- 3) The portion of the locker room east of the column line concrete slab on grade and is 4” lower than the west portion. Omit the 1 ½” of floor fill in the bid and install 4” concrete slab over existing floor slab so that locker room floor is level. Dowel to existing concrete at perimeter w/ #4 bars at 24” o.c. This east area of the locker room is roughly 770 s.f.
- 4) See revised demolition and floor plans attached.

Please contact us with any questions/clarifications.

Anticipated Economical Impact: Yes – Provide Itemized Proposal showing credits and adds.**Attachments:** Revised sheets A101, A105 – 2 sheetsIssued By: Jay D. Berendzen Porter / Berendzen, Architects, P.C.





PLAN
 [] FLOOR PLAN - 1ST FLOOR - REMODEL

FLOOR ELEVATIONS
 CORRECTED



Proposal # 1

PO Box 945
Jefferson City, MO 65102
Phone: (573) 893-3633

To: Boonslick Heartland YMCA
Boonville, MO
Via: Jay Berendzen - PB Architects

GBH Project #: 1327
Date: 1/13/2025

Description of Work: ASI 01 Changes

Description of Work		Total
Item 1 - Changes in Corridor 104/107		
Delete rebar in structural slab		\$ (352.04)
Delete 1.59 cy structural concrete		\$ (318.00)
Demo existing ramp (material)		\$ 300.00
Labor to remove existing ramp	48 hr @ \$60	\$ 2,880.00
Add rebar for new infill		\$ 159.84
Add 1.06 cy concrete for new infill		\$ 212.00
Delete rebar in ramp		\$ (45.00)
Delete .38 cy concrete for ramp		\$ (76.00)
Delete labor to remove ramp	6hr @ \$60/hr	\$ (360.00)
Delete labor to tie steel & pour concrete ramp	3 hr @ \$60/hr	\$ (180.00)
	3 hr @ \$75/hr	\$ (225.00)
Subtotal		\$ 1,995.80
Markup		\$ 199.58
Total - Item 1		\$ 2,195.38
Item 2 - Change plumbing wall framing		
Imhoff Construction (per attached proposal)		\$ 617.10
Markup		\$ 30.86
Total - Item 2		\$ 647.96
Item 3 - Delete 1.5" floor fill and pour back with 4" concrete		
David Wilbers Floorcovering - Delete 770 sf of 1.5" filler		\$ (14,900.00)
Rebar (material)		\$ 1,440.00
Install rebar	16 hr @ \$60	\$ 960.00
	16 hr @ \$75	\$ 1,200.00
Add 15 cy concrete		\$ 3,000.00
Form & Pour slab	24 hr @ \$60	\$ 1,440.00
	24 hr @ \$75	\$ 1,800.00
Finish/sawcut and cure slab		\$ 1,050.00
Pump truck		\$ 2,000.00
Materials to form and pour showers		\$ 800.00
Labor to form and pour showers	48 hr @ \$75	\$ 3,600.00
Net Add		\$ 2,390.00
Markup		\$ 239.00
Total - Item 3		\$ 2,629.00
Subtotal - Items 1 through 3		\$ 5,472.34
Bond		\$ 82.09
Total - ASI 1		\$ 5,554.42

Submitted By:
Printed Name: Jake Hunget

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 **January 21, 2025** the sum of **\$697,972.56**

General Fund	\$166,098.95
Sanitation	\$148,109.32
CIP Tax	\$27,767.55
Water Works	\$196,984.14
Capital Projects	\$9,906.00
Waste Water	\$100,332.54
Tourism	\$4,791.87
Gaming	\$43,189.02
Parks/Water	\$793.17
Kemper Sales Tax	\$0.00
Economic Development Projects	\$0.00

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 **\$697,972.56** 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 **January 21, 2025** read for the second time this **January 21, 2025** since a copy was made available prior to the meeting.

Approved **January 21, 2025**

Mayor

Endorsed **January 21, 2025** : 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

BILL NO. 2025-001

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BOONVILLE, MISSOURI, RENEWING AND CONTINUING A SALES TAX FOR CAPITAL IMPROVEMENTS, PROVIDING THAT THE SALES TAX WILL BE IN EFFECT FOR A PERIOD OF FIVE YEARS, AND PROVIDING AN EFFECTIVE DATE THEREFORE

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

SECTION 1: That a sales tax for capital improvements as authorized under Section 94.577 et seq. RSMo be imposed at a rate of one-half of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the corporate limits of the City of Boonville, if such property and services are subject to taxation by the State of Missouri under the provisions of Sections 144.525, RSMo.

SECTION 2: That said tax will be renewed and in effect for a period of five years beginning October 1, 2025, and continuing through September 30, 2030.

SECTION 3: That said tax and this ordinance shall have no effect unless a proposal authorizing the City Council of the City of Boonville, Missouri to impose such sales tax, submitted at the next municipal election of the City of Boonville, is approved by a majority of the votes cast by the qualified voters voting thereon. Such proposal shall be worded as follows:

CIP TAX RENEWAL

Shall the City of Boonville renew and continue to impose the existing tax of one-half of one percent (1/2 %) for capital improvements for the next five (5) years, and to continue waiver of the collection of a license tax for vehicles as required in Section 12-66 of the City ordinances of the City of Boonville for the same period of five (5) years?

☐ YES

☐ NO

INSTRUCTIONS TO VOTER: If you are in favor of the question, place an “X” in the box opposite “YES.” If you are opposed to the question, place an “X” in the box opposite “NO.”

SECTION 4: The City Clerk is hereby directed to certify and submit this sales tax renewal ballot issue to the County Clerk.

FIRST READING: JANUARY 6, 2025

**READ FOR THE SECOND TIME AND PASSED THIS 21st DAY OF JANUARY 2025,
AFTER A COPY OF THIS ORDINANCE HAS BEEN MADE AVAILABLE FOR
PUBLIC INSPECTION PRIOR TO ITS FIRST READING.**

President of the Council

APPROVED THIS 21st DAY OF JANUARY 2025

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

Date: January 21, 2025

To: Mayor and Council

From:

Re: Consider Resolution R2025-02 Authorizing and Approving a Lease Agreement with NCL Government Capital for a Street Sweeper

RESOLUTION NO. R2025-02

A RESOLUTION OF THE CITY OF BOONVILLE, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN NCL GOVERNMENT CAPITAL AND THE CITY OF BOONVILLE, MISSOURI PERTAINING TO LEASE AGREEMENT FOR A STREET SWEEPER; AND PROVIDING AN EFFECTIVE DATE THEREFORE

WHEREAS, the City of Boonville has solicited and received bids for this project and determined that NCL Government Capital, provides lease agreements for necessary equipment for use by the City of Boonville; and

WHEREAS, it is cost prohibitive for the City to purchase a new street sweeper and so the leasing of the equipment is the best means to procure the necessary equipment for the City.

THEREFORE, be it resolved by the City Council of the City of Boonville, Missouri, as follows:

SECTION 1: That a certain Agreement between NCL Government Capital and the City of Boonville, Missouri relating to A Lease Agreement for Street Sweeper, a copy of which is marked "Exhibit A" is attached hereto and made a part hereof, is hereby approved.

SECTION 2: That the Public Works Director and the City Clerk are hereby authorized to execute, and attest said agreement on behalf of the City of Boonville.

SECTION 3: This resolution shall take effect and be in full force from and after its passage and approval.

Passed this 21st Day of January 2025, by the City Council of Boonville, Missouri

Ned Beach, Mayor

ATTEST:

Amber Davis, City Clerk

MASTER LEASE PURCHASE AGREEMENT

Lessee
City of Boonville
401 Main St.
Boonville, MO 65233

Lessor
Lease Servicing Center, Inc. dba NCL Government Capital
510 22nd Ave E., Ste 501
Alexandria, MN 56308

Dated as of January 13, 2025

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Lease Purchase Agreement.

"Budget Year" means the Lessee's fiscal year.

"Commencement Date" is the date when Lessee's obligation to pay rent begins.

"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.

"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.

"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.

"Lessor" means the entity originally listed above as Lessor or any of its assignees.

"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.

"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.

"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.

"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

- (a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.
- (c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.
- (d) Lessee shall use the Equipment only for essential, traditional government purposes.
- (e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.
- (g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.
- (h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall promptly pay Rental Payments under each Schedule, from any and all legally available funds, exclusively to Lessor or its assignees, in lawful money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Lessee Negligence

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.
- (c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at least 10 days in advance of such cancellation or modification.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Any assignee's rights shall be free from all defenses, set-offs or counterclaims which Lessee may be entitled to assert against Lessor, and Lessor's obligations hereunder and under each Lease shall not be binding on any assignee or sub-assignees. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease:

- (a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.
- (e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.
- (f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place within 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.
- (c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease 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 shall be construed to be a waiver thereof,

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts: Electronic Execution. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time."

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any

suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee: City of Boonville

By: _____

Typed: Jeff Ditto

Title: Director of Public Works

Date: _____

Lessor: Lease Servicing Center, Inc. dba

NCL Government Capital

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT

RE: Master Lease Purchase Agreement dated as of 01/13/2025 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Boonville (Lessee) and Schedule No. 001 thereto dated as of January 13, 2025.

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

Quantity	VIN #/Serial Number	Type, Make, Model
1		Elgin Pelican 3 Wheel Broom Street Sweeper with Attachments

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

BILLING ADDRESS: 401 Main St.
Boonville, MO 65233

GARAGING ADDRESS: 1200 Locust Street
Boonville, MO 65233

Lessee authorizes Lessor or its assigns to insert or modify, if needed, the Vehicle Identification Number ("VIN"), or Serial Number, in the above description of the Equipment to correspond to the final delivered and accepted Equipment as shown on the respective invoice or other supporting documents.

Lessee: City of Boonville

By:

Typed: Jeff Ditto

Title: Director of Public Works

Date:

**Lessor: Lease Servicing Center, Inc. dba
NCL Government Capital**

By: _____

Print: _____

Title: _____

Date: _____

EXHIBIT B

SCHEDULE OF PAYMENTS

Interest Rate = 6.732%

Amount Financed = \$269,124.31

Start Date = 2/15/2025

Number	Date	Payment	Interest	Principal	Purchase Option*
1	4/15/2025	\$46,497.28	\$2,969.36	\$43,527.92	N/A
2	4/15/2026	\$46,497.28	\$15,187.71	\$31,309.57	\$205,166.88
3	4/15/2027	\$46,497.28	\$13,079.88	\$33,417.40	\$169,878.11
4	4/15/2028	\$46,497.28	\$10,830.13	\$35,667.15	\$132,213.60
5	4/15/2029	\$46,497.28	\$8,428.93	\$38,068.35	\$92,013.42
6	4/15/2030	\$93,000.00	\$5,866.08	\$87,133.92	\$0.00

***Assumes that all rental payments and other amounts due on and prior to that date have been paid.**

Lessee: City of Boonville

BY:

TYPED: Jeff Ditto

TITLE: Director of Public Works

DATE:

EXHIBIT E

LESSEE RESOLUTION

Re: Master Lease Purchase Agreement dated as of 01/13/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Boonville (Lessee) and Schedule No. 001 thereto dated as of January 13, 2025.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____, 20____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 001 to the Master Lease Purchase Agreement dated as of 01/13/2025, between **City of Boonville** (Lessee) and **Lease Servicing Center, Inc. dba NCL Government Capital** (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule. City of Boonville is authorized to enter the lease/purchase financing with Lease Servicing Center, Inc. dba NCL Government Capital to finance their one (1) Elgin Pelican 3 Wheel Broom Street Sweeper with Attachments from Key Equipment & Supply Co. in the amount of \$269,124.31 with 5 annual payments of \$46,497.28 and 1 payment of \$93,000.00.

Authorized Individual(s): Jeff Ditto - Director of Public Works
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

Print Name: _____ Title: _____
(Print name of individual who signed directly above) (Title of individual who signed directly above)

EXHIBIT F

BANK QUALIFIED CERTIFICATE

Re: Master Lease Purchase Agreement dated as of 01/13/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Boonville (Lessee) and Schedule No. 001 thereto dated as of January 13, 2025.

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

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

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

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

Typed Name: Jeff Ditto
(Typed name of individual who signed directly above)

EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee: City of Boonville

Lessor: Lease Servicing Center, Inc. dba
NCL Government Capital AOIA

Address: 401 Main St.
Boonville, MO 65233

Address: 510 22nd Ave E., Ste 501
Alexandria, MN 56308

Phone: 660-882-5257

Phone: (320) 763-7600

Description of Equipment:

Quantity	VIN #/Serial Number	Type, Make, Model
1		Elgin Pelican 3 Wheel Broom Street Sweeper with Attachments Value: \$269,124.31

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

NAME OF AGENT

INSURANCE COMPANY

Name: _____

Name: _____

Address: _____

Policy #: _____

Phone: _____

Lessee: City of Boonville

BY: _____

TYPED: Jeff Ditto

TITLE: Director of Public Works

DATE: _____

EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of 01/13/2025 between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Boonville (Lessee) and Schedule No. 001 thereto dated as of January 13, 2025.

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

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

Lessee: City of Boonville

BY:

TYPED: Jeff Ditto

TITLE: Director of Public Works

DATE:

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Lease Servicing Center, Inc. dba NCL Government Capital ("Lessor") hereby gives notice to City of Boonville ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated January 13, 2025, Schedule No. 001 as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires 5 annual payments of \$46,497.28 and 1 payment of \$93,000.00. As of the date of assignment, 5 annual payments of \$46,497.28 and 1 payment of \$93,000.00 remain on the contract and should be forwarded to the assignee at the following address:

"ASSIGNEE"

Santander Bank, N.A.
P. O. Box 847386
Boston, MA 02284-7386
1-800-238-4009

FEIN: 23-1237295

* Please list the following as lien holder on vehicle titles:

Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

**LEASE SERVICING CENTER, INC. DBA
NCL GOVERNMENT CAPITAL**
(Lessor/Assignor)

CITY OF BOONVILLE
(Lessee)

BY: _____

BY: _____

PRINT: _____

TYPED: Jeff Ditto

TITLE: _____

TITLE: Director of Public Works

DATE: _____

DATE: _____

Internal Escrow Letter

01/13/2025

Santander Bank, N.A.
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

RE: Schedule No. 001 dated January 13, 2025, to Master Lease Purchase Agreement dated as of 01/13/2025 (the "Lease"), between City of Boonville (Lessee) and Lease Servicing Center Inc. dba NCL Government Capital (Lessor), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing the equipment listed in Attachment #1 (the "Equipment") in the amount of \$269,124.31 (the "Financed Amount"). Lessee hereby requests that Lessor retain \$269,124.31 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Lessee: City of Boonville

BY:

TYPED: Jeff Ditto

TITLE: Director of Public Works

DATE:

Internal Escrow Letter

Attachment #1

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1		Elgin	Elgin Pelican 3 Wheel Broom Street Sweeper with Attachments		\$269,124.31
				Total Cost:	\$269,124.31
				Down Payment	\$0
				Total Amount Financed	\$269,124.31

LEASE PAYMENT INSTRUCTIONS

Lessee: _____

Tax ID#: _____

Invoice Mailing Address: _____

Mail invoices to the attention of: _____

Phone: _____

Fax: _____

Email: _____

Approval of Invoices required by: _____

Phone: _____

Fax: _____

Email: _____

Accounts Payable Contact: _____

Phone: _____

Fax: _____

Email: _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No ___ Yes ___
PO# _____

Description needed for Lease Payment Invoices (up to 54 characters including a PO#) : _____

Does your PO# change annually? No _____ Yes _____

Processing time for new purchase orders: _____

EXHIBIT C-1

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of January 13, 2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Boonville (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to Lessee or the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Quantity	Year	Make	Type/Style/Model	VIN/Serial Number	Price
1		Elgin	Elgin Pelican 3 Wheel Broom Street Sweeper with Attachments		\$269,124.31
				Total Cost:	\$269,124.31
				Down Payment	\$0
				Total Amount Financed	\$269,124.31

Vendor Name and Address: Key Equipment & Supply Co.
13507 NW Industrial Drive
Bridgeton, MO 63044

Vendor Federal ID Number: _____

Lessee: **City of Boonville**

BY: _____

TYPED: Jeff Ditto

TITLE: Director of Public Works

DATE: _____

EXHIBIT C-2

FINAL ACCEPTANCE

Re: Master Lease Purchase Agreement dated as of 01/13/2025, between Lease Servicing Center, Inc. dba NCL Government Capital (Lessor) and City of Boonville (Lessee) and Schedule No. 001 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 001 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to direct the escrow agent to apply the remaining net proceeds of the Lease to Lessee's next Rental Payment due.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: City of Boonville

BY:

TYPED: Jeff Ditto

TITLE: Director of Public Works

DATE:

**City of Boonville
Police Board Minutes From
January 13, 2025
Boonville Police Department
401 East Morgan Street
Boonville, Mo. 65233**

1. Meeting was called to order at 7:00 P.M. by Chairman Michael Drew.

A. Members Present: Michael Drew, Jon Morten, Gene Cummins, and Chief Randy Ayers

2. Members Absent: Brett Cooper, Ralph Twillman, and Whitney Venable

3. Guests Present: None

4. Public Comments: None

5. Jon Morten made the motion to approve the minutes from the April 10th, 2024, meeting which was second by Gene Cummins. The minutes were approved by unanimous vote.

Reports

6. Chief Ayers

A. New Officers:

Chief Ayers advised that all five officers that were sent through LETI are doing great and currently working the road with supervision oversight.

B. Telephone Recorder

The telephone recorder has been online for several months now and is working with no issues. If there is a problem since the telephone system is web based the company can remote in and fix any issues.

C. Body Cameras:

The new body cameras were implemented several months ago and officers like the capabilities of the newer technology. One minor issue is being investigated by the company, and they advised they are working on a fix.

D. New Vehicles:

The 2 Dodge Durango's that were purchased in the 2024-2025 budget are both on the road and operational. In the 2025-2026 budget the police department is looking into getting two new vehicles in the yearly rotation.

E. Unfinished Business:

1.) None

F. New Business:

1.) Curfew Discussion:

The Police Board was asked to investigate the implementation of a curfew for juveniles. Chief Ayers contacted some police departments that currently have curfew ordinances (Grain Valley, Grandview, Lone Jack, and Oak Grove).

When talking to police chiefs and command staff from the listed departments, two of the departments liked to idea of having a curfew and 2 departments advised that they didn't like the curfew and that it was something that they didn't enforce due to finding it hard to enforce.

The police board talked about the issues of having a curfew and some of the issues brought up was how to fairly enforce the curfew law, other important crimes to focus on instead of curfew law violators. There were concerns that there would be more contact with juveniles and with more contacts there are chances of force having to be used to detain them. The effect it would have on the relationship with police and the juveniles as well as parents. The police department tries to have a good working relationship with the citizens of Boonville, and this may drive a wedge in between that relationship.

Gene Cummins made the motion that the police board did not recommend a curfew law for Boonville. Jon Morten seconded the motion and a vote was taken. It was a unanimous decision by everyone present that the Police Board did not recommend a curfew for the city of Boonville.

Respectfully submitted,

Chief Randy Ayers



January 16, 2025

To: Mayor and City Council
From: Kate Fjell, City Administrator
Re: January 21, 2025, Council Notes and information

Tonight has a relatively light agenda during the Council meeting itself. Just a few notes on the agenda:

1. Change Order for YMCA
As the contractors have gotten into the work for the new locker rooms, there have been some changes not that we are actually seeing what is under the "top layer". This change order reflects the work that needs to be done.
2. Resolution for street sweeper
We are in need of new street sweeper, which is a significant piece of equipment. In the past we have purchased the street sweeper outright for our use. Due to cost, it is more advantageous for us to lease the street sweeper, much like we do with other large equipment in our fleet. We will pay for the sweeper in FY 25-26. This will be the second street sweeper we have in the city fleet.
3. Fire Chief
The application period for the fire chief closed on the 15th, so we will begin to review applications and plan for interviews. It is my goal to bring a recommendation to the Council in March.
4. Work Session February 3, 2025: At this time we will run through the rest of the Admin fund. This conversation is primarily operational; however we will talk about some capital and projects during the work session.



Missouri Gaming Commission

State/Local Allocation of Gaming Revenues

RPT MGC/3

For the Period 12/1/2024 through 12/31/2024

Year beginning 12/1/2024

Gaming Date	Day	Admission Tax Remitted	GamingTax Remitted	Total Tax Remitted	State & Local Portion of AdmTax	State Portion of GamingTax	Local Portion of Gaming Tax	Total Local Adm & Gaming Tax
Isle of Capri IB								
12/01/2024	Sunday	\$5,856.00	\$32,044.73	\$37,900.73	\$2,928.00	\$28,840.26	\$3,204.47	\$6,132.47
12/02/2024	Monday	\$2,988.00	\$29,441.26	\$32,429.26	\$1,494.00	\$26,497.13	\$2,944.13	\$4,438.13
12/03/2024	Tuesday	\$3,584.00	\$32,837.20	\$36,421.20	\$1,792.00	\$29,553.48	\$3,283.72	\$5,075.72
12/04/2024	Wednesday	\$4,232.00	\$32,777.18	\$37,009.18	\$2,116.00	\$29,499.46	\$3,277.72	\$5,393.72
12/05/2024	Thursday	\$3,786.00	\$32,957.94	\$36,743.94	\$1,893.00	\$29,662.15	\$3,295.79	\$5,188.79
12/06/2024	Friday	\$7,596.00	\$65,751.39	\$73,347.39	\$3,798.00	\$59,176.25	\$6,575.14	\$10,373.14
12/07/2024	Saturday	\$9,946.00	\$74,233.17	\$84,179.17	\$4,973.00	\$66,809.85	\$7,423.32	\$12,396.32
12/08/2024	Sunday	\$5,186.00	\$43,770.47	\$48,956.47	\$2,593.00	\$39,393.42	\$4,377.05	\$6,970.05
12/09/2024	Monday	\$3,180.00	\$14,003.28	\$17,183.28	\$1,590.00	\$12,602.95	\$1,400.33	\$2,990.33
12/10/2024	Tuesday	\$3,532.00	\$30,366.91	\$33,898.91	\$1,766.00	\$27,330.22	\$3,036.69	\$4,802.69
12/11/2024	Wednesday	\$3,756.00	\$29,393.97	\$33,149.97	\$1,878.00	\$26,454.57	\$2,939.40	\$4,817.40
12/12/2024	Thursday	\$4,520.00	\$41,763.70	\$46,283.70	\$2,260.00	\$37,587.33	\$4,176.37	\$6,436.37
12/13/2024	Friday	\$7,654.00	\$52,993.59	\$60,647.59	\$3,827.00	\$47,694.23	\$5,299.36	\$9,126.36
12/14/2024	Saturday	\$8,602.00	\$72,543.56	\$81,145.56	\$4,301.00	\$65,289.20	\$7,254.36	\$11,555.36
12/15/2024	Sunday	\$5,114.00	\$48,799.02	\$53,913.02	\$2,557.00	\$43,919.12	\$4,879.90	\$7,436.90
12/16/2024	Monday	\$3,690.00	\$39,355.18	\$43,045.18	\$1,845.00	\$35,419.66	\$3,935.52	\$5,780.52
12/17/2024	Tuesday	\$3,538.00	\$31,471.18	\$35,009.18	\$1,769.00	\$28,324.06	\$3,147.12	\$4,916.12
12/18/2024	Wednesday	\$4,518.00	\$48,517.02	\$53,035.02	\$2,259.00	\$43,665.32	\$4,851.70	\$7,110.70
12/19/2024	Thursday	\$4,418.00	\$36,910.44	\$41,328.44	\$2,209.00	\$33,219.40	\$3,691.04	\$5,900.04
12/20/2024	Friday	\$6,370.00	\$61,213.46	\$67,583.46	\$3,185.00	\$55,092.11	\$6,121.35	\$9,306.35
12/21/2024	Saturday	\$7,658.00	\$58,855.38	\$66,513.38	\$3,829.00	\$52,969.84	\$5,885.54	\$9,714.54
12/22/2024	Sunday	\$5,714.00	\$53,330.56	\$59,044.56	\$2,857.00	\$47,997.50	\$5,333.06	\$8,190.06
12/23/2024	Monday	\$4,156.00	\$19,415.25	\$23,571.25	\$2,078.00	\$17,473.73	\$1,941.52	\$4,019.52
12/24/2024	Tuesday	\$6,512.00	\$43,698.22	\$50,210.22	\$3,256.00	\$39,328.40	\$4,369.82	\$7,625.82
12/25/2024	Wednesday	\$8,060.00	\$61,163.72	\$69,223.72	\$4,030.00	\$55,047.35	\$6,116.37	\$10,146.37
12/26/2024	Thursday	\$6,804.00	\$48,818.05	\$55,622.05	\$3,402.00	\$43,936.25	\$4,881.80	\$8,283.80
12/27/2024	Friday	\$8,518.00	\$72,262.25	\$80,780.25	\$4,259.00	\$65,036.03	\$7,226.22	\$11,485.22
12/28/2024	Saturday	\$17,182.00	\$134,557.39	\$151,739.39	\$8,591.00	\$121,101.65	\$13,455.74	\$22,046.74
12/29/2024	Sunday	\$6,512.00	\$47,632.26	\$54,144.26	\$3,256.00	\$42,869.03	\$4,763.23	\$8,019.23
12/30/2024	Monday	\$4,976.00	\$35,457.82	\$40,433.82	\$2,488.00	\$31,912.04	\$3,545.78	\$6,033.78
12/31/2024	Tuesday	\$15,346.00	\$119,117.68	\$134,463.68	\$7,673.00	\$107,205.91	\$11,911.77	\$19,584.77
Casino Report Totals:		\$193,504.00	\$1,545,453.23	\$1,738,957.23	\$96,752.00	\$1,390,907.90	\$154,545.33	\$251,297.33
Casino YTD Totals:		\$193,504.00	\$1,545,453.23	\$1,738,957.23	\$96,752.00	\$1,390,907.91	\$154,545.32	\$251,297.32

Boonville Fire Department Yearly Run Survey

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Medical Calls	1021	1013	1102	1077						
Motor Vehical Accident	45	44	34	36						
Rescue humans / animal / Water	3	0	1	2						
Bomb Threat	0	0	0	0						
Hazardous Material	0	2	0	0						
Gas Leak/Natural or Liquid	4	1	5	13						
Fuel Spill or Oil spill	0	6	1	5						
Wash Down / MVA Clean Up	8	0	1	3						
Structure Fire	9	9	6	11						
Vehical Fire	13	13	6	7						
Trash/Brush/Rubbush	5	7	10	9						
Eletrical smell	0	1	2	2						
False Fire / Smoke Alarms	24	44	52	42						
Structural Collapse	0	0	0	0						
Smoke Smell	1	1	2	8						
Carbon Monoxide Alarms	7	6	2	6						
Down Power Lines / Transformer	6	4	13	7						
Mutual Aid Given/Received	4	3	3	1						
Assist or Missing person	0	1	1	4						
Natural Gas Smell	4	8	13	14						
Propane Tank Fire	0	0	0	0						
Eletrical Fire	0	1	2	3						
Lighting Strick	0	0	0	0						
Fire Smoke Eletrical Investigation	7	8	14	7						
Unauthrized Burn	1	0	0	1						
Fireworks	0	0	0	0						
Fire Pit	1	0	1	0						
Miscellaneous fire Flue Fire	5	0	0	1						
Elevator Rescue	1	1	0	1						
Pilot Light	0	0	0	0						
Appliance fires			5	3						
Tree Down	0	0	0	0						
Total Calls	1169	1173	1276	1263						
Estimated Dollar loss Structure	635,300.00	560,700.00	312,450.00	10,135,490.00						
Estimated Dollar loss Vehicle Fire	18,800.00	105,250.00	387,800.00	46,700.00						
Total Dollar loss	654,100.00	665,950.00	700,250.00	10,182,190.00						