



PO Box 128 • 125 S Second • Odessa, MO 64076
Phone: (816) 230-5577 • Fax: (816) 633-4985 • www.cityofodessamo.com

NOTICE OF OPEN MEETINGS

NOTICE is hereby given to all citizens and parties in interest that the Odessa Board of Aldermen will meet for a Regular Session at 7:00 pm on Monday, July 23, 2018, at Dyer Park Community Building, 601 West Main Street, Odessa, Missouri 64076

CALL TO ORDER

Mayor Adam Couch

PLEDGE OF ALLEGIANCE

Mayor Adam Couch

ROLL CALL

City Administrator Nici Wilson

WELCOME TO VISITORS

Mayor Adam Couch

CONSENT AGENDA

Approval of Minutes

- July 9, 2018 – Regular Session

Special Events Application-Odessa Outreach

Submitted by: Phyllis Ferguson

Date: November 3, 2018 from 5:00 pm – 11:00 pm

Request: Rental Fee Waived of \$150.00

PUBLIC COMMENTS

MAYOR'S REPORT

ALDERMEN REPORTS

OLD BUSINESS

NEW BUSINESS

Discussion / Motion of Approval

Memorandum of Understanding with the Missouri Department of Health and Senior Services to properly store, carry and administer naloxone to a person suffering from an apparent opiate-related overdose
Josh Thompson, Police Chief

Resolution 2018-20

Proposed Resolution Authorizing the Mayor to enter into a product lease agreement with Lineage Mailfinance Product
Dawn Jennings, Finance Director

Resolution 2018-21

Proposed Resolution Authorizing the Mayor to execute the sales agreement and government repurchase agreement between the City of Odessa and Foley Equipment Company and the Governmental Equipment Lease-Purchase Agreement between the City of Odessa and Caterpillar Financial Services

Resolution 2018-22

Proposed Resolution Adopting the Lafayette County Multi-Jurisdictional Hazard Mitigation Plan

CLOSED SESSION

Pursuant to RSMO 610.021 (1) to allow for the discussion of legal actions, causes of action or litigation

ADJOURN

Upcoming Schedule:

July 24, 2018 – Park & Recreation Board Meeting – 7:00 pm Community Building
August 13, 2018 – Board of Aldermen Regular Session – 7:00 pm Community Building
August 16, 2018 – Planning & Zoning Commission Regular Session – 7:00 pm Community Building
August 21, 2018 – Municipal Court – 1:30 pm- Community Building
August 23, 2018 – Board of Alderman Regular Session – 7:00 pm Community Building
August 28, 2018 – Planning & Zoning Commission Regular Session – 7:00 pm Community Building

ELECTED OFFICIALS

	Mayor Adam Couch	adam.couch@cityofodessamo.com	(816) 661-4837
Ward 1	Alderman John Carmody	john.carmody@cityofodessamo.com	(816) 263-0656
Ward 1	Alderman Mickey Starr	mickey.starr@cityofodessamo.com	(816) 260-8448
Ward 2	Alderman Brian Henning	brian.henning@cityofodessamo.com	(816) 651-1771
Ward 2	Alderman Steve Wright	steve.wright@cityofodessamo.com	(816) 918-6634
Ward 3	Alderman Ray Harves	ray.harves@cityofodessamo.com	(816) 524-6311
Ward 3	Alderman Mike Stevens	mike.stevens@cityofodessamo.com	(816) 674-6222

Posted July 20, 2018

Copies of this agenda may be obtained by contacting:

Peggy Eoff, City Clerk

Phone: (816) 230-5577 | Fax: (816) 633-4985 | www.cityofodessamo.com

**City of Odessa Board of Aldermen
Odessa Community Building | 601 W. Main Street
July 9, 2018 | 7:00 pm
Meeting Minutes**

CALL TO ORDER

Mayor Pro-Tem Steve Wright called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Steve Wright led the Pledge of Allegiance.

ROLL CALL

Peggy Eoff, City Clerk called the roll.

Mayor Adam Couch	Absent		
Alderman Brian Henning	Present	Alderman Mickey Starr	Present
Alderman Steve Wright	Present	Alderman Ray Harves	Present
Alderman Mike Steven	Present	Alderman John Carmody	Present

City Staff present: Nici Wilson-City Administrator, Dawn Jennings-Finance Director, Josh Thompson-Police Chief, Kenny Snider-Wastewater Superintendent, Darrin Lamb-Water/Street Superintendent, Carson Hodge-Electric Superintendent, Keith Gibson-EMS Director, and City Attorney-Julian Hartner

Others present: Hannah Spaar-The Odessan, Steve Lockhart.

WELCOME

Mayor Pro-Tem Steve Wright welcomed visitors.

AMEND AGENDA

Mayor Pro-Tem Steve Wright informed the Board that the tentative agenda had been amended to remove the closed session. Motion was made by Alderman Henning, seconded by Alderman Stevens to amend the agenda as noted. Motion carried 6-0.

APPROVAL OF CONSENT AGENDA

Purchasing Card Report

Income Statement/Balance Sheet

A/P Monthly Registers

Approval of Minutes

- June 25, 2018 – Regular Session
- June 25, 2018 – Work Session

City Administrator's Report (Info Only)

Police Department Report (Info Only)

Monthly EMS Summary Report (Info Only)

Code Compliance Monthly Report (Info Only)

Motion was made by Alderman Stevens, seconded by Alderwoman Starr to approve the consent agenda. Motion carried 6-0.

PUBLIC COMMENTS

Let the record show there was no public comments.

MAYOR'S REPORT

- Mayor Pro-Tem Wright thanked the VFW for a great fireworks show

ALDERMEN REPORTS

- Alderman Stevens thanked the VFW for the fireworks display

OLD BUSINESS

2018 Street Overlay/Chip Seal Program

Following the discussion at the June 25, 2018 Board of Aldermen meeting the below mentioned street have been evaluated and would be the recommendation as well as the contingent to the submitted 2018 street improvement list pending additional revenues or the cost coming in under budget.

Below is the list provided to the Board for approval and discussion:

Chip Seal

Golf St. from 9th St to 5th St. \$23,229.75

3rd St. from West Mason St. to West Phillips St. \$36,923.25

9th St. from OO Hwy to Golf \$11,744.25

100 ton of asphalt for patching \$6,200.00, total cost \$78,097.25

Overlay Roads

South 8th St. from West Dryden St. to Pleasant St

South 9th St. from West Dryden St. to Electric Plant Entrance

Pleasant St. from South 9th St. to South 7th St.

South 7th St. from West Dryden St. to Pleasant St.

9th St. from Kirkpatrick to Golf St. cold mix., total cost \$75,463.00

Alternate List

5th St from Golf to W College St (chip seal)

5th St from W Mason St to W Dryden St (chip seal)

4th St from W Mason St to W Main St (chip seal)

North Wells from East Mason St. to Dryden St.

East Marlow St. from Russell St. to Connor St.

West Orchard from 1st St. to 2nd St.

Park Dr. from 4th St. to park road

South East Railroad from Main St. to Mason St.

City Administrator Nici Wilson explained to the board that there were a few changes in the Chip Seal part removing 5th Street and 4th Street and adding 9th Street from OO to Golf Street. Wilson noted that the City has been in communication with the Special Road District concerning 9th Street. While this is not a permanent solution, this will make the road smoother for the bus traffic. It was added the the Special Road District's meeting is the following night and they are proposing to pay half of the expense which would be around \$12,000.00. The City's portion would also be approximately \$12,000.00. Alderman Stevens ask if 4th and 5th Street go to the alternate list. Darrin Lamb indicated that the chip seal for 4th Street and 5th Street would be moved to the alternate list, and 9th Street would be done with using a cold mix with chip seal laid over it instead of the hot mix.

Motion was made by Alderman Stevens, seconded by Alderman Harves to approve the amended street plan. Motion carried 6-0.

NEW BUSINESS

Resolution 2018-20 – Lease agreement with Lineage Mailfinance Product

Motion was made by Alderman Henning, seconded by Alderman Harves to postpone Resolution 2018-20 until the next meeting for pending changes. Motion carried 6-0.

Adjourn

There being no further business to come before the Board of Alderman, motion was made by Alderman Stevens, seconded by Alderman Henning to adjourn the meeting at 7:12 pm. Motion carried 6-0.

Approved:

Adam R. Couch, Mayor

Peggy Eoff, City Clerk

City of Odessa, Missouri

125 S. 2nd St. ~ Odessa, MO 64076 ~ Phone: 816-230-5577 ~ Fax: 816-633-9985

www.cityofodessamo.com

RECEIVED
JUL 19 2018

BY:

Special Events Application

Applicant Name	Odessa Outreach Phyllis Ferguson, President	Date of Application	7/17/18
Mailing Address	PO Box 40, Odessa, MO 64076		
Phone Number	Phyllis Ferguson (cell): 612-730-3247		
Financial Consideration:	Rental fee waiver (\$150)		
Location of Event	Odessa Community Building		
Date of Event	Saturday, November 3, 2018		
Specific Time of Event requiring application	5:00 p.m. – 11:00 p.m.		

Please give a very detailed description of the event(s) taking place: Odessa Outreach, local 501(c)3 organization, distributed over \$5,000 in funds in February, 2018, to various organizations that serve the patrons of the Odessa R-7 Community. Year-round fundraising efforts provide the fund which are re-distributed to these deserving organizations. On November 3, 2018, Odessa Outreach will hold its 2nd Annual Turkey Bingo event at the Odessa Community Building. As with typical bingo, participants will play to win prizes of turkeys that are donated, purchased, or sponsored! NO CASH PRIZES WILL BE DISTRIBUTED. All funds raised by Odessa Outreach are redistributed back to the community-at-large; no salaries or incentives are paid to any individual on the Odessa Outreach Board.

Phyllis Ferguson
Applicant Signature

7-17-18
Date

FOR OFFICE USE ONLY	
Date Received	
Action:	
City Clerk Signature (upon approval and issuance)	
City Administrator Signature	Mayor Signature
Nici Wilson	Adam Couch



Odessa Police Department

310 S First Street • Odessa, MO 64076

Phone: 816-633-7575 • Fax: 816-633-7221 • odessapd@cityofodessamo.com

BOARD OF ALDERMEN ACTION REPORT

ISSUE: MOU with the Missouri Department of Health and Senior Services

ACTION: Review, discuss, approve MOU with the Missouri Department of Health and Senior Services to properly store, carry and administer naloxone to a person suffering from an apparent opiate-related overdose.

BACKGROUND:

On July 6, 2018 Officers with the Odessa Police Department attended and passed certification training to store, carry and administer naloxone (Narcan) to a person suffering from an apparent opiate-related overdose. This training was free and was sponsored by the Missouri department of Health and Senior Services through the Missouri M.O.R.E project. The primary goal of the Missouri Overdose Rescue and Education (MORE) project is to reduce opioid-involved deaths in Missouri through training, education, and distribution of naloxone to first responders in rural regions of the state. The State of Missouri Department of Health and Senior Services (DHSS) will lead the project partnering with Missouri Heroin Overdose Prevention and Education (MO-HOPE) project, Missouri Institute of Mental Health (MIMH), and the State of Missouri Department of Mental Health (DMH).

With the increase of illegal passion of opiates (Fentanyl, heroin, prescription medication), there is potential exposure to first responders. Naloxone would assist our department's police officers if they were exposed to an apparent opiate-related overdose.

FINANCIAL CONSIDERATIONS:

Naloxone (Nacan) is provided free of charge to first responders for the purpose of this program. Legislation passed in 2017 under the "Good Samaritan Law" provides immunity to first responders from criminal and civil issues when naloxone is administered in good faith. There will be no financial obligations incurred by the City of Odessa for this project.

ATTACHMENTS: MOU with the Missouri Department of Health and Senior Services

PREPARED BY



Josh Thompson
Chief of Police

DATED July 23, 2018

MEMORANDUM OF UNDERSTANDING

BETWEEN

ODESSA POLICE DEPARTMENT

AND

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

The Department of Health and Senior Services (DHSS) and the Odessa Police Department enter into this Memorandum of Understanding (MOU) to properly store, carry and administer naloxone to a person suffering from an apparent opiate-related overdose. The naloxone will be supplied by DHSS and will be available through the Local Public Health Agency (LPHA). The LPHA will provide the naloxone to the local first responder agency upon receipt of a signed MOU between the first responder agency and DHSS agreeing to complete the training and engage in the proper storage and administration of the naloxone.

This MOU is effective when the final signature is obtained and shall remain in effect until September 30, 2021. Any change or amendment to this MOU shall be accomplished by written agreement.

I. DHSS RESPONSIBILITIES:

- A. Provide training to personnel in recognizing and responding to an opioid overdose and the administration of naloxone to a person suffering from an apparent opiate-related overdose.
- B. Provide training in a “train the trainer” model so that trainee may train other staff and personnel in recognizing and responding to an opiate overdose and the administration of naloxone to a person suffering from an apparent opiate-related overdose.
- C. Provide training on reporting documentation related to use of naloxone in the field.
- D. Provide emergency responder trainings for the duration of the grant that personnel may attend based on available openings.
- E. Provide naloxone product to the first responder agency at no-cost based on the availability of inventory of naloxone and completion of training to carry and administer naloxone.
- F. Provide first responder agency with a minimum of two (2) doses of nasal naloxone to each first responder.

- G. Through LPHAs, DHSS will make available replacement dose kits to resupply responders as needed, as funding allows, based upon completion of required data submission through field reporting.
- H. Work with first responder agencies to develop a sustainability plan to assist with programmatic continuity, including but not limited to obtaining additional naloxone supply.
- I. Provide written information for first responder agency to provide to overdose survivors on treatment referral resources.
- J. Provide technical support and assistance to the first responder agency for the submission of information required by DHSS for the duration of the grant.

II. FIRST RESPONDER AGENCY RESPONSIBILITIES:

- A. Allow personnel to administer naloxone only after receiving training, utilizing the state-approved curriculum for the administration of naloxone.
- B. Establish naloxone-related policies and procedures prior to receiving the naloxone from the Missouri Overdose Rescue and Education (MORE) project.
- C. Participate in an evaluation of training for heroin and prescription opioid overdose conducted by the University of Missouri-St. Louis.
- D. Provide data on overdose events and naloxone use through the centralized "Overdose Field Report" tracking system. The agency will provide personnel with access to field reports and ensure completion within twenty-four (24) hours of naloxone administration.
- E. Submit completed field reports to DHSS on a monthly basis.
- F. Engage in the proper storage and administration of the naloxone.
- G. Notify DHSS when additional training is needed. DHSS will make a good faith effort to coordinate a convenient training opportunity to meet these needs.
- H. Participate in an evaluation of the training, as well as provide feedback regarding the implementation of the naloxone program.
- I. If the naloxone is not shipped directly to the agency, the first responder agency will obtain the naloxone from the predetermined Local Public Health Department. The first

responder agency must present MOU between the first responder agency and DHSS to Local Public Health Department before the naloxone will be provided.

J. Contact the Local Public Health Department to replenish the supply of naloxone.

III. OTHER

- A. The first responder agency agrees and acknowledges that DHSS is the lead agency for this project.
- B. DHSS and the first responder agency agree that first response personnel may administer naloxone to their staff and canines exhibiting the signs and symptoms of an opiate overdose.

The first responder agency may terminate this MOU agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. DHSS reserves the right to terminate this MOU, in whole or in part, at any time, for the convenience of the DHSS, without penalty or recourse, by giving written notice to the first responder agency at least thirty (30) calendar days prior to the effective date of such termination. Upon termination by either party, the first responder agency shall return the naloxone to DHSS in original unopened packaging.

MOU contact: DHSS-DRL-EMS
Karen Wallace
920 Wildwood Drive
Jefferson City, MO 65109
573-751-6839
Karen.Wallace@health.mo.gov

Authorized Signature Date
Date

Tonya R. Loucks

Director, Division of Administration
Department of Health and Senior Services



RESOLUTION 2018-20

**RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING
THE MAYOR TO ENTER INTO A GOVERNMENT PRODUCT LEASE AGREEMENT, SERVICE
AGREEMENT, AND ADDENDUM TO AGREEMENTS WITH MAILFINANCE**

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- WHEREAS,** the City of Odessa, Missouri, currently leases a mailing/postage system and folder/inserter from Pitney Bowes for the monthly sum of \$799.72 for use at City Hall, primarily for utility billing.
- WHEREAS,** the City desires to reduce costs associated with the lease of the office equipment, as well the costs associated with its operation, as our present equipment wastes resources with its inefficiency.
- WHEREAS,** the City was approached by Lineage and pursued a demonstration of the folder/inserter during the last billing cycle, and the efficiency of the machine offered by Lineage is significantly superior to that of the presently leased machine from Pitney Bowes. Lineage has also offered to buy out the remainder of the City's lease with Pitney Bowes, as well as arranged for financing through MailFinance with a monthly rate of \$694.73 which would result in a savings of \$6,299.40 over the sixty (60) month lease term.
- WHEREAS,** the City recommends entering into an agreement with MailFinance for a term of sixty (60) months at a rate of \$694.73.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, AS FOLLOWS:

SECTION 1. That the Board of Aldermen authorizes the Mayor to execute and bind the City to the terms and conditions contained in the MailFinance Government Product Lease Agreement, Service Agreement and Addendum to Agreements.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 23rd day of July, 2018.

(SEAL)

By: _____
Adam R. Couch, Mayor

ATTEST:

By: _____
Peggy Eoff, City Clerk



*P.O. Box 128 • 125 S. Second • Odessa, MO 64076
Phone: (816) 230-5577 • Fax: (816) 633-4985 • cityofodessamo.com*

BOARD OF ALDERMEN ACTION REPORT

ISSUE: We were approached by Lineage to provide postage metering and folding/inserting machine services. They have negotiated financing through MailFinance with terms that will benefit the City financially with savings of \$6,299.40 over the 60 month proposed lease term.


ACTION: Request a Resolution Allowing the Mayor to execute the Government Product Lease Agreement with Mail Finance for Lineage to provide the postage metering and folding/inserting machine services for the City in place of Pitney Bowes.

BACKGROUND: The City entered into a 36 month lease with Pitney Bowes for postage metering and folding/inserting machine services with an effective date of January, 2017. The folding/inserting machine frequently jams wasting a significant portion of time for the utility billing clerk as well as wasting the supplies such as utility bill paper and envelopes it destroys in the process. The City Administrator and I met with two representatives of Lineage and were intrigued by the contract terms extended. The Utility Billing Clerk then arranged for an onsite demonstration of the folding/inserting machine and tested the machine with the June utility bills. She was able to fold, insert, and seal 1700 of the utility bills in approximately 2 hours, which she was extremely impressed by. There are also additional features of the machine that are not available to us with the present Pitney Bowes equipment that she felt would be of significant value. It is the recommendation of City Hall staff that we switch our postage meter and folder/insertion lease from Pitney Bowes to MailFinance.

FINANCIAL CONSIDERATIONS: Lineage has offered to buy out the remaining time on the lease with Pitney Bowes in a lump sum payment; we would then continue to pay out to Pitney Bowes on a monthly basis until the lease term expires in January of 2020. We presently pay the sum of \$799.72 per month for the lease with Pitney Bowes. Lineage has arranged a 60 month lease with MailFinance at the rate of \$694.73 per month, which includes the Standard Care Service Plan with the four hour guaranteed service. If approved, this change would result in savings of \$6,299.40 over the 60 month proposed lease term.

ATTACHMENTS: MailFinance Government Product Lease Agreement, Service Agreement, Addendum to Agreements, and email from Lineage dated 7/2/18 with buyout confirmation terms.

PREPARED BY


Dawn Jennings
Finance Director

DATED July 17, 2018

Section (A) Office Information

Office Number 6950	Office Name Lineage	Phone # (913) 888-0333	Date 06/29/2018
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Section (B) Billing Information

Company Name	City of Odessa		
DBA	City of Odessa		
Billing Address	125 S. 2nd St.		
City State Zip+4	Odessa	MO	64076
Contact Name	Dawn Jennings	Phone	(816) 230-5577
Contact Title	Finance Director	Fax	
Email Address	dawn.jennings@cityofodessamo.co		
	PO #		

Section (C) Installation Information (if different from billing information)

Company Name	City of Odessa		
Installation Address	125 S. 2nd St.		
City State Zip+4	Odessa	MO	64076
Contact Name	Dawn Jennings	Phone	(816) 230-5577
Contact Title	Finance Director	Fax	
Email Address	dawn.jennings@cityofodessamo.com		
Main Post Office			PO 5-Digit Zip Code

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN600AF	IN Series 600 Base w/ Autofeeder, Sealer & Catch Tray
1	INWP5	IN Series 5 lb Weighing Platform
1	DS63ST2.5	2 Flex and 1 Insert Feeder Inserter

Section (E) Lease Payment Information & Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i> Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input type="checkbox"/> Standard <input type="checkbox"/> Arrears	Number of Months First 60	Monthly Payment (Plus applicable taxes) \$694.73
	Current Lease Number: <input type="checkbox"/> ACH (Customer to submit authorization form)	

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN600AF	Machine Model	IN600AF
Postage Funding Method: <input type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (include authorization form)		Postage Funding Account: <input type="checkbox"/> POC <input type="checkbox"/> TMS <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number:	
Agency Code		Sub Agency Code	

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input type="checkbox"/> NeoShip BASIC - Requires NeoFunds/TotalFunds (EP70)
<input type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless Initialed here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-v4-16), which are also available at <https://www.neopost.com/terms/government-equipment-lease-terms-usps-dealer-v4-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

***** SEE PURCHASE ORDER *****

Authorized Signature

Print Name and Title

Date Accepted

Accepted by Neopost USA and its Affiliates

Date Accepted

GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

10. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678). All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney's Fees. This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar

equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

7. Rate Updates.

A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the

covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. **United states postal service acknowledgement of deposit requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. **Additional united states postal service terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up

to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

NeoFunds®/TotalFunds® ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United States Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance

is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third

parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.neopost.com/softwareterms and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services

unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between MailFinance Inc. ("MailFinance") and City of Odessa ("Customer") with reference to the following:

A. MailFinance and Customer are entering into a Government Product Lease Agreement (the "Lease"), pursuant to which MailFinance will lease products to Customer.

B. Any defined term used herein shall have the same meaning as in the Lease.

In consideration of the mutual covenants contained herein, and in the Lease, the parties agree as follows:

1. MailFinance and Customer agree to amend the Lease as follows:
 - a. Section 9, titled "Default" is hereby amended as follows:
 - i. In the second sentence, after "If You default," add the following language: "and You fail to cure such default within thirty (30) days following receipt of written notice from Us,". This sentence is further amended to delete the phrase "without notice to You" and replace it with "with notice to You."
 - b. Section 21, titled "Choice of Law; Venue; and Attorney's Fees" is hereby amended to delete the first sentence in its entirety and replace it with the following: "This Lease shall be governed under the laws of the State of Missouri, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in Lafayette County, Missouri."

The Lease, Rental Agreement, NeoFunds/TotalFunds Agreement, Online Services and Software Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

In the event of any conflict between the terms of the Lease, and this Addendum, the terms of the Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

City of Odessa

MailFinance Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SERVICE AGREEMENT

**LINEAGE**

AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name ("Customer") City of Odessa

Customer bill to Same

Equipment address 125 South 2nd St

Bill to address, if different

City, State, Zip Odessa, MO 64076

City, State, Zip

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
IN600						
INWP5						
DS63						

Service Plans: -- All Plans are subject to the Terms and Conditions below. Date Service to Begin: Original Lease Term 60 mo

Critical Care Service Plan – Contract Price: _____ per month, billed annually plus TAX where applicable. - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

✓ **Standard Care Service Plan – Contract Price: Included** _____ per month, billed annually plus TAX where applicable. – With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

Notes: Includes all parts and installation

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

- If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
- This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first.
- The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
- For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.
- Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
- If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.
- If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
- Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.
- If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
All Products - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.
Mailing Machines, Folders/Inserters, Electronic scales - NO EXCLUSIONS
Letter Openers/Extractors - Rubber rollers and belts limited to two per year
Barcode Scanners - Cables, lenses
Printers - Print heads
Shredders/Busters - Blades, if rollers are not kept oiled which is a customer responsibility
Computer Systems - Software, upgrades, application changes, (see paragraph 4 above)
Shipping Systems - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
- The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
 - Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;
 - Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges;
 - Repair of damage or increase in service time resulting from:
 - Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use;
 - Failure of electrical power, air conditioning or humidity control; and
 - Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.
 - Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
 - Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device;
 - Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company;
 - Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;
 - Problems relating to or caused by hardware and/or software not supplied by Company; and
 - Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
- All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement
- This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature:

Date:

Employee Signature:

Print Name:

Title:

Print Name:



Dawn Jennings <dawn.jennings@cityofodessamo.com>

Pitney Bowes Buyout

1 message

ahall@trustlineage.com <ahall@trustlineage.com>
To: Dawn.Jennings@cityofodessamo.com

Mon, Jul 2, 2018 at 9:03 AM

Dawn,

The City of Odessa will receive a check from Mail Finance in the amount of \$14,400 to cover all remaining payment owed to Pitney Bowes for the lease that runs until 1/23/2020.

Austen Hall



The Important Things Never Change.

8200 Nieman Rd, Lenexa, KS 66214

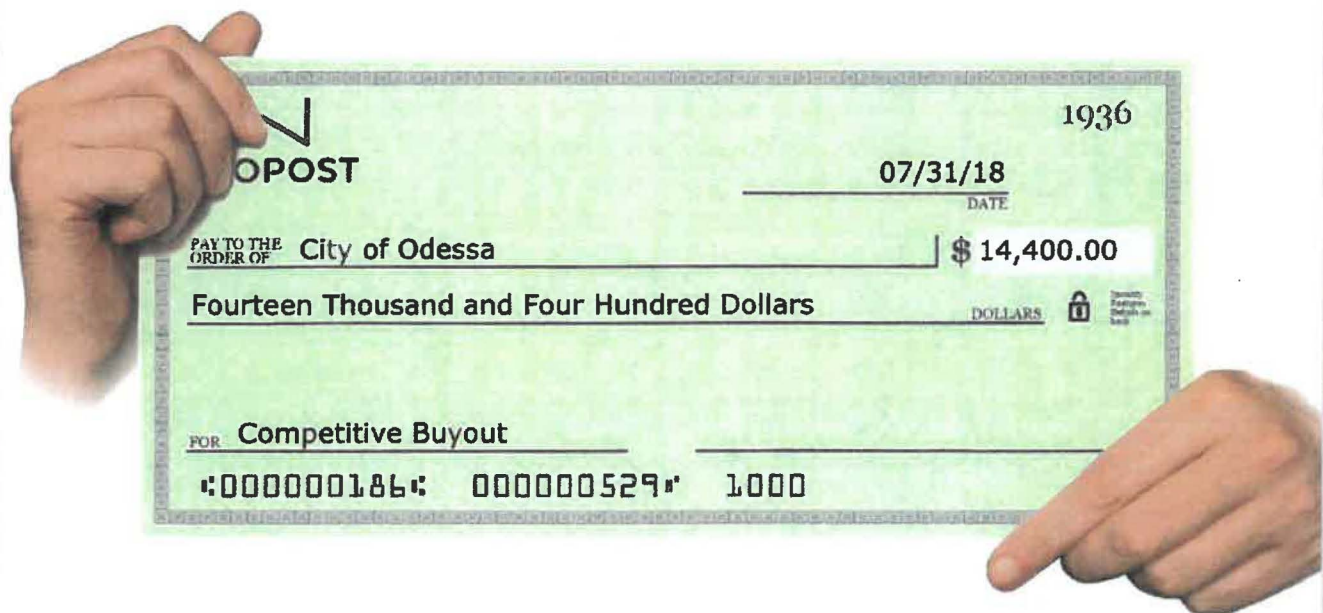
office 913.888.0333 | fax 913.888.6957

www.TrustLineage.com

Offices: Buffalo, Rochester, Little Rock, Kansas City, Charlotte, Winston Salem/Greensboro

Buyout.pdf
406K

Your order with Neopost USA qualifies for the following rebate from our leasing company:



The funds from this rebate are intended to be applied towards the payoff amount of your existing lease with another vendor. Rebate checks are automatically mailed to you after your signed order is accepted.

We hope this generous offer will make your transition to Neopost an easy one.

The expiration date of this offer is shown on your check above. We look forward to serving you!



FirstName LastName



(XXX) XXX-XXXX



name@neopost.com



neopostusa.com



RESOLUTION 2018-21

RESOLUTION OF THE CITY OF ODESSA, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE SALES AGREEMENT AND GOVERNMENT REPURCHASE AGREEMENT BETWEEN THE CITY OF ODESSA AND FOLEY EQUIPMENT COMPANY AND THE GOVERNMENTAL EQUIPMENT LEASE-PURCHASE AGREEMENT BETWEEN THE CITY OF ODESSA AND CATERPILLAR FINANCIAL SERVICES

- WHEREAS,** the City of Odessa Public Works Department is responsible for various projects requiring excavation equipment; and
- WHEREAS,** the City has reduced the city-owned heavy equipment inventory due to the condition of the equipment and has been leasing a Caterpillar hydraulic excavator for the last two calendar years; and
- WHEREAS,** the City can continue to reduce necessary capital expenditures, as well as expenditures on repair and maintenance cost, by leasing equipment; and
- WHEREAS,** the City should enter into a Sales Agreement and Government Repurchase Agreement with Foley Equipment Company as well as a Governmental Equipment Lease-Purchase Agreement and all required supporting documents thereto with Caterpillar Financial Services for lease of a 2018 Caterpillar hydraulic excavator and ditch bucket. The total cost for the twelve (12) month lease period, before the machine would be repurchased by Foley Equipment, is \$7,250.00.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF ODESSA, MISSOURI, AS FOLLOWS:

- SECTION 1.** That the Board of Aldermen authorizes the Mayor to sign the attached Sales Agreement and Governmental Repurchase Agreement with Foley Equipment Company for a 2018 Caterpillar hydraulic excavator and ditch bucket on behalf of the City of Odessa.
- SECTION 2.** That the Board of Aldermen authorizes the Mayor to sign the attached Governmental Equipment Lease-Purchase Agreement and supporting documents with Caterpillar Financial Services for lease of the 2018 Caterpillar hydraulic excavator and ditch bucket on behalf of the City of Odessa.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, this 23rd day of July, 2018.

(SEAL)

By: _____
Adam R. Couch, Mayor

ATTEST:

By: _____
Peggy Eoff, City Clerk



SALES AGREEMENT

DATE Jul 17, 2018

Foley Equipment Company, 1550 S. West Street, Wichita, KS 67213 Phone:(316) 943-4211

PURCHASER	CITY OF ODESSA			
STREET ADDRESS	125 SOUTH 2ND ST			
CITY/STATE	ODESSA, MO	COUNTY	LAFAYETTE	
POSTAL CODE	64076	PHONE NO.	816-633-4662	
EQUIPMENT	NICI WILSON			
PRODUCT SUPPORT	NICI WILSON			
INDUSTRY CODE:	LEGISLATIVE BODIES (9121)	PRINCIPAL WORK CODE		F.O.B. AT: Sedalia, MO
CUSTOMER NUMBER	030265	Sales Tax Exemption # (if applicable)	12492213	CUSTOMER PO NUMBER 0
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)				
NET PAYMENT ON RECEIPT OF INVOICE	<input type="checkbox"/>	NET ON DELIVERY	<input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CSC <input type="checkbox"/> LEASE
CASH WITH ORDER	\$0.00	BALANCE TO FINANCE	\$0.00	CONTRACT INTEREST RATE 0.00
PAYMENT PERIOD		PAYMENT AMOUNT		NUMBER OF PAYMENTS
				OPTIONAL BUY-OUT \$0.00
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: 305E2LC	YEAR: 2018		
STOCK NUMBER: QGN1003	SERIAL NUMBER: 0H5M05980			
305E2 HEXMN CFG 3	515-6967	LINKAGE BUCKET W/ LIFTING EYE	397-7076	INSTRUCTIONS, ANSI 461-4584
2018 MODEL		LINE, BUCKET, LONG STICK	415-5077	FILM, QUICK COUPLER, ANSI 397-7142
DRAIN, ECOLOGY	377-4520	HYDRAULICS STD W/O 2ND AUX	463-8015	FILM, PRODUCT LINK, ANSI 502-6610
CONTROL PATTERN CHANGER	397-7126	STICK, LONG, HEAVY DUTY	464-8573	QUICK COUPLER - QGN02449 QGN0-2449
ALARM, TRAVEL	419-4783	LINE, BOOM	397-7086	BK305P24 - RGN00344 4649918
MIRROR, CAB, RIGHT	428-7870	LINE, STICK	397-7063	TH305H - RGN00354 5238647
SEAT FABRIC HIGH BACK SUSP	428-7874	TRACK, RUBBER BELT	436-2494	
BELT, SEAT, 3" RETRACTABLE	434-2092	BATTERY, DISCONNECT	453-4770	
305E2 HYDRAULIC EXCAVATOR	452-5619	RADIO	432-2774	
CAB W/ AIR CONDITIONER	456-2643	PRODUCT LINK, CELLULAR PL240	507-2636	
COOLING, HIGH AMBIENT	456-2653	LIGHTS, STANDARD	512-5611	
ELECTRICAL ARRANGEMENT	456-2679	BLADE, 78", BOLT-ON	463-8032	
****THUMB READY****		SERIALIZED TECHNICAL MEDIA KIT	421-8926	
STICK PKG LONG W/O 2ND AUX	463-9123	HEATER, WATER JACKET	470-6522	
LINE, AUXILIARY, LONG STICK	377-8877	PACK, DOMESTIC TRUCK	0P-0210	
TRADE-IN EQUIPMENT		SELL PRICE \$56,246.76		
MODEL: _____	YEAR: _____	SN: _____	EXT WARRANTY Included	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	PLUS ANY APPLICABLE TAXES \$56,246.76	
MODEL: _____	YEAR: _____	SN: _____	ACH Information:	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	Bank = Wells Fargo NA	
MODEL: _____	YEAR: _____	SN: _____	ABA number 121000248	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	Account number 4121956387	
MODEL: _____	YEAR: _____	SN: _____	Email remittance advice to ACHPMTS@foleyeq.com	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.				
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY		INITIAL _____		
The customer acknowledges that he has received a copy of the Foley Equipment Company/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 24 Month 2000 Hour Premier 24 month travel for 60 miles rt		<input type="checkbox"/> USED EQUIPMENT WARRANTY INITIAL _____ All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable:		
CSA:				
NOTES: 12 month governmental lease 500 hours for \$7,250				

☐ By checking this box, the assignment denoted in item No. 9 on the back of the contract applies. ☒ By checking this box, the assignment denoted in item No. 9 on the back of the contract does not apply.

This order is not valid until approved by Sales Manager

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Foley Equipment Company

PURCHASER

ORDER RECEIVED BY

Matt Smith

REPRESENTATIVE

APPROVED AND ACCEPTED ON

CITY OF ODESSA

PURCHASER

SALES MANAGER BY

SIGNATURE

TITLE

TERMS AND CONDITIONS

1. Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

2. This order, when accepted by Seller, shall become a binding contract, but shall be subject to strikes, lockouts, accidents, fire, delays in manufacturing or transportation, acts of God, embargoes, or governmental action, or any other causes beyond the control of the Seller, whether the same as or different from the matters and things hereinbefore enumerated, and any of said causes shall absolutely absolve the Seller from any liability to the buyer under the terms hereof.

3. Unless the equipment is paid in full in cash at the time of delivery, Seller retains and Buyer hereby grants to Seller a purchase-money security interest in the equipment, including all accessories, spare parts, special fittings, and tools thereof, and all additions, accessions, increases, improvements, renewals, substitutions, or replacements thereof (collectively, the "Collateral"), together with all proceeds from any sale or other disposition of all or any part of the Collateral to secure the full amount owed therefore, together with all interest, fees, and penalties. Unless Buyer shall execute a separate security agreement with Seller covering the Collateral, this Agreement shall constitute a security agreement for the Collateral. Promptly upon request, Buyer agrees to execute a note or other evidence of Buyer's indebtedness for the Collateral, which shall only constitute evidence of such indebtedness and not a payment or satisfaction of such indebtedness. Promptly upon request, Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Collateral, including but not limited to, any financing statements. Buyer hereby irrevocably appoints Seller its attorney-in-fact, which such appointment shall be coupled with an interest, to do such acts and to execute and file all such documents on Buyer's behalf, which power is coupled with an interest, and which power is delegable by Seller. Buyer acknowledges that Seller's signature or the signature of its delegate on such documents to be the same as Buyer's own for all purposes and with the present intent to authenticate the document. Buyer represents and warrants to Seller that (a) Buyer has the power to make, deliver, and perform under this Agreement, (b) the person executing this Agreement is authorized to do so on behalf of Buyer, (c) this Agreement constitutes a valid obligation of Buyer, legally binding upon it and enforceable in accordance with its terms; (d) all credit, financial, and other information submitted to Seller in connection with this Agreement is and shall be true, correct, and complete; (e) the Buyer: if an individual, has his or her principal residence in Kansas or Missouri, or in state otherwise indicated on the front of this order, if a registered entity, is registered under the laws of the State of Kansas or Missouri, or in state otherwise indicated on front of this order; if a non-registered entity, has its principal place of business in Kansas or Missouri, or in state otherwise indicated on front of this order; (f) Buyer's name set forth on the front of this Agreement is Buyer's full, legal name; and (g) the Collateral is and shall remain located in the State of Kansas or Missouri or state otherwise indicated on the front of this order. A breach by Buyer in the terms, representations, or warranties of this Agreement or the terms of any invoice for the equipment hereunder, including but not limited to, failure to pay in full the amount owed for the equipment within the time periods stated herein or on any such invoice, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Kansas or Missouri Uniform Commercial Code, and as set forth herein.

4. Unless Shipment is provided by Seller, the Seller's responsibility for shipment ceases upon delivery to the transportation company and any claims for shortages, delays or damages occurring thereafter shall be made by the Buyer direct to the transportation company. Any claims against the Seller for shortages in shipments shall be made within fifteen days after receipt of shipment

5. The Buyer agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and Note or Notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the Seller is not bound by any representative or terms made by any agent relative to this transaction which are not embodied herein.

6. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY.** Buyer understands and agrees that Seller is not the manufacturer of the Equipment; the Equipment is of a size, design, capacity, description, and manufacture selected by Buyer; Buyer is satisfied that the Equipment is suitable and fit for its intended purposes, including without limitation compliance with air quality or other environmental requirements. Buyer is solely responsible to know, understand, and comply with all requirements applicable to the jurisdictions where the Equipment will be used. The Equipment described herein as "new" is sold subject to such warranties as are made in writing by the manufacturer of the Equipment thereof. Except to the extent a special warranty is made by Seller in writing and executed by Seller's authorized representative, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT, MATERIALS CONTAINED IN THE EQUIPMENT, OR BUYER'S USE THEREOF, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTION CONTEMPLATED HEREUNDER, WHETHER AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, OR BENEFITS OF USE OR LOSS OF BUSINESS, EVEN IF SELLER IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THE MAXIMUM EXTENT OF SELLER'S LIABILITY TO BUYER SHALL BE THE TOTAL AMOUNT OF ANY PAYMENTS MADE BY BUYER TO SELLER.

7. **Consumer Laws.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is in conflict with any statute or rule of law of any state or district in which jurisdiction may lie for enforcement, then such provision shall be deemed null and void to the extent but only to the extent that it may conflict therewith; and the remaining provisions hereof shall not be invalidated, but may be reformed by the court to the extent necessary to protect the rights of the parties.

8. If this equipment is being rented with an option to purchase, all service and repairs performed on this machine must be in accordance with the manufacturer's recommendation, using parts only from the manufacturer of this machine. Buyer agrees that Buyer is responsible to obtain all insurance coverage for equipment while it is being rented from seller. Buyer agrees to be bound by the terms of any rental agreement with the seller of the equipment in addition to terms of this agreement.

9. Notice is hereby given that Foley Equipment Company has assigned its rights under this sales contract to CATD Exchange Services, LLC to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

10. In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar Inc., its affiliates (Caterpillar), and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Buyer's Initials _____

**Governmental Repurchase Agreement
12 Month Term**

This Governmental Repurchase Agreement ("Agreement") is made and entered into this _____ day of _____
August 20 18 ("Effective Date") by and between Foley Equipment Company ("Foley") and
City of Odessa ("Customer"). Customer has entered into an agreement with Caterpillar
Financial Services Corporation ("Cat Finance") to lease a Caterpillar Model # 305E2CR
Serial # CR501622 Attachment Included with Unit Bucket & Thumb ("Equipment") for a period
of twelve (12) months ending on _____ 20 19 ("Term").

Repurchase Option Customer shall provide Foley sixty (60) days written notice prior to the expiration of the Term if it intends to retain Equipment. Should Customer by said date advise Foley, in writing, that it does not desire to retain the Equipment after the end of the Term, and if (in addition) (i) Customer has fulfilled all its obligations hereunder, (ii) the Equipment has fewer actual hours than 500 hours ("Hours Limit"), and (iii) upon return of the Equipment, the Equipment's condition shall meet or exceed those requirements listed herein, then Foley shall purchase from Customer (and Customer shall sell, free from any lien, claim, or encumbrance and with warranty of title) the Equipment for \$ 51,750.00. If the Equipment should reach the Hours Limit prior to the end of the Term, overtime charges of \$ 15.00 per hour will apply. During the Term of this Agreement, Foley shall have first option to purchase the Equipment from Customer upon any proposed sale or transfer of the Equipment.

Equipment Maintenance During the term of this Agreement, Customer shall, at its expense, maintain the Equipment under a preventive maintenance program by qualified personnel who possess a working knowledge of the mechanical operation of the Equipment in the manner and in accordance with any schedule recommended or specified by the manufacturer and in a manner which will not limit any manufacturer's warranty thereon. All components, fuels, and fluids installed on or used in connection with the Equipment must meet the manufacturer's standards. The engine must be maintained in accordance with the manufacturer's recommendations as to service intervals and in conformance with the manufacturer's warranty. Lubricating and hydraulic fluid samples will be taken during preventative maintenance as recommended by the manufacturer and a written record of analysis results shall be maintained by the Lessee. Any malfunction of the hour meter shall be reported to Foley in writing, within thirty (30) days of any such malfunction. In addition, Customer shall maintain the Equipment in compliance with all applicable laws, rules, and regulations.

Return of Equipment Upon the expiration of the Term, Customer shall store the Equipment on behalf of Foley in a secure and protected environment for up to thirty (30) days without charge. The Equipment shall be returned in the same good condition as when delivered, subject only to normal wear and tear. Customer will be charged (i) for damages not considered normal wear and tear and (ii) a prorated amount for replacement tires or tracks if Foley determines that less than 50% useful life is remaining. If Foley repurchases the Equipment at the expiration of the Term and Customer elects to enter into another lease with Cat Finance for a similar machine, Foley will remove the tires and wheels or tracks from the Equipment referenced above for installation onto the new machine prior to delivery to Customer. Foley will retain the new tires and wheels or tracks.

Customer	Signed _____	Date _____
	Print Name _____	Title _____
Foley Equipment Company	Signed _____	Date _____
	Print Name _____	Title _____

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

A. Governmental Equipment Lease-Purchase Agreement. The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

B. Lessee's Authorizing Resolution. The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official.

C. Verification of Insurance. The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

D. Opinion of Counsel. An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

E. Form of 8038G or GC. Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance.

IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/f8038g.pdf>

IRS Form 8038GC

<http://www.irs.gov/pub/irs-pdf/f8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

DOCUMENT CHECKLIST (GOVERNMENTAL LEASE)
Transaction Number 3538947 Quote Number 6002537



These documents were prepared especially for:

CITY OF ODESSA
125 South 2nd Street
Odessa, MO 64076

Dealer: FOLEY EQUIPMENT COMPANY, E130
Date: 07/18/2018 **Time:** 2:28 PM
Comments:

Customer Executed Documents

Comments

- ☐ Lease Purchase Document
- ☐ Delivery Certification
- ☐ Insurance Verification
- ☐ 8038G or 8038GC
- ☐ Advance Payment (cross out if N/A)
- ☐ Customer Information Verification
- ☐ Tax Exemption Certificate
- ☐ Any necessary Riders/Amendments
- ☐ Lessee's Resolution + Minutes of Meeting **OR**
- ☐ Opinion of Lessee's Counsel
- ☐ Copy of Driver's License (Sole Proprietorships and Individuals)

Dealer Executed Documents

Comments

- ☐ Purchase Agreement
- ☐ Dealer Invoice
- ☐ All Credit Conditions Met

**If any of these documents are altered, or if the Buyer wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.*



Governmental Equipment Lease-Purchase Agreement
Transaction Number 3538947



1. PARTIES

LESSOR ("we", "us", or "our"):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

LESSEE ("you" or "your"):

CITY OF ODESSA
125 South 2nd Street
Odessa, MO 64076

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Lease. **Until this Lease has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Lease with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	SERIAL/VIN Unique ID number for this Unit.	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you
(1) New 305E2CR Caterpillar Hydraulic Excavator	H5M05980	\$7,250.00	\$51,750.00	

TERMS AND CONDITIONS

3. Lease Payments; Current Expense You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us as follows: a first payment of \$7,250.00 will be paid in advance and the balance of the Lease Payments is payable in 1 successive annual payments of which the first 0 payments are in the amount of \$7,250.00 each, and the last payment is in the amount of \$51,750.00 plus all other amounts then owing under this Lease, with the first Lease Payment due on the date that we sign this Lease and subsequent Lease Payments due on a like date of each year thereafter until paid in full. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at Caterpillar Financial Services Corporation; PO Box 100647; Pasadena, CA 91189-0647 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 4.98% per annum.

4. Late Charges If we do not receive a Payment on the date it is due, you will

pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. Security Interest To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. Disclaimer of Warranties WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. Non-Appropriation You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will



return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
11. **Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
12. **Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any

Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
14. **Title; Return of Units** Notwithstanding our designation as "Lessor", we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.
15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a Verification of Insurance substantially in the form attached to this Agreement; (iii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iv) any other documents or items required by us.
16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR
CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name (print) _____
Title _____
Date _____

LESSEE
CITY OF ODESSA

Signature _____
Name (print) _____
Title _____
Date _____

CUSTOMER INFORMATION VERIFICATION
(Required Document)



In our efforts to continue providing timely customer service, we need your assistance confirming the following information. If any information is incorrect or missing, please note the necessary changes below and return this form with your signed documents. In addition, please review the Data Privacy Notice stated below. Thank you in advance for your cooperation.

Purchase Order # for new contract: _____

Current Information on file	Please make corrections here
-----------------------------	------------------------------

Customer Name:	CITY OF ODESSA	
Physical Address:	125 South 2nd Street	
	Odessa, MO 64076	
Mailing Address:	125 South 2nd Street	
	Odessa, MO 64076	
Equipment Location:	125 SOUTH 2ND STREET	
	ODESSA, MO 64076, LAFAYETTE	
Business Phone:	(816)230-5577	
E-mail Address:		
Accounts Payable Contact Name and Phone:		
<u>Tax Information</u>		
Sales Tax Rate:	0	
(Please note: Sales Tax Rate, includes all applicable State, County, and City sales tax)		
City Limits	Asset outside the City Limits? Yes___ No___	

Tax Exemption Status

Please indicate if you are tax exempt. ☐ Exempt*
☐ Non-Exempt

****A Tax Exemption Certificate is required for all tax exempt customers. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.***

Electronic Copy Available Upon Funding

If you would like an electronic copy of your contract, please provide a valid email address below (one letter per line).

The information above has been reviewed and is accurate to the best of my knowledge with exception of any corrections as noted.

***Should the above changes apply to ALL of your contracts, OR for this contract ONLY?**

- ☐ ALL CONTRACTS
☐ THIS CONTRACT ONLY

THE ABOVE INFORMATION HAS BEEN REVIEWED AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE WITH EXCEPTION OF ANY CORRECTIONS AS NOTED.

Customer Initials

Data Privacy Notice: *This notice pertains to personal data supplied in connection with your credit application. By providing your information to Caterpillar Inc. or any of its subsidiaries or affiliates, including Caterpillar Financial Services Corporation (collectively "Caterpillar"), you are agreeing that the information may be shared among Caterpillar and its partners and dealers, and used to process your applications for credit and other orders and to improve or market Caterpillar products and services. If you have any questions pertaining to this notice, please contact the Data Privacy Coordinator at 615-341-8222.*



GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE

WHEREAS, the laws of the State of Missouri (the "State") authorize **CITY OF ODESSA** (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from **Caterpillar Financial Services Corporation** and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

RESOLVED, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the incumbent officers of the Governmental Entity (the "Authorized Persons"):

Name (Print or Type)	Title (Print or Type)
_____	_____
_____	_____
_____	_____

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the Secretary/Clerk of the Governmental Entity is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, _____, _____ of CITY OF ODESSA, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the officer named below executes this document on behalf of the Governmental Entity.

Signature: _____
Title: _____
Date: _____





Verification of Insurance

Lessee:

LESSOR (we):

CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203-0001

LESSEE (you):

CITY OF ODESSA
125 South 2nd Street
Odessa, MO 64076

Subject: Insurance Coverage Requirements

1. The above-named Lessor and Lessee have entered into Governmental Equipment Lease-Purchase Agreement Transaction Number 3538947 (the "Agreement"). In accordance with the Agreement, Lessee has instructed the insurance agent named below:

Company: _____

Address: _____

Phone No: _____

Agent's Name: _____

to issue:

a. All Risk Physical Damage Insurance on the Equipment (as defined in the Agreement) evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming the Lessor and/or its Assignee, as loss payee.

The Coverage Required: the aggregate purchase price for the Equipment.

b. Public Liability Insurance evidenced by a Certificate of Insurance, naming the Lessor and/or its Assignee as Additional Insured, with a minimum of \$1,000,000 per occurrence is required.

2. Proof of insurance coverage will be provided to Lessor or its Assignee prior to the time the Equipment is delivered to Lessee.

Model #	Equipment Description	Serial #	VIN #	Value Including Tax
1. 305E2CR	Caterpillar Hydraulic Excavator	H5M05980		\$56,246.76

SIGNATURES

LESSEE

CITY OF ODESSA

Signature _____

Name (print) _____

Title _____

Date _____



Opinion of Counsel

Re: Governmental Equipment Lease-Purchase Agreement (Transaction Number 3538947) (the "Lease") Between CITY OF ODESSA ("Lessee") and Caterpillar Financial Services Corporation ("Lessor")

Sir/Madam:

I am an attorney for Lessee, and in that capacity I am familiar with the above-referenced transaction, the Lease, and all other documents pertaining to the Lease (the Lease and such other documents pertaining to the Lease being referred to as the "Lease Agreements").

Based on my examination of these and such other documents, records and papers and matters of fact and laws as I deemed to be relevant and necessary as the basis for my opinion set forth below, upon which opinion Lessee and any subsequent assignee of Lessee's interest may rely, it is my opinion that:

1. Lessee is a fully constituted political subdivision or agency duly organized and existing under the Constitution and laws of the State of Missouri (the "State"), and is authorized by such Constitution and laws (i) to enter into the transaction contemplated by the Lease Agreements and (ii) to carry out its obligations thereunder.
2. The Lease Agreements (i) have been duly authorized, executed and delivered by Lessee and (ii) constitute valid, legal and binding obligations and agreements of Lessee, enforceable against Lessee in accordance with their terms, assuming due authorization and execution thereof by Lessor.
3. No further approval, license, consent, authorization or withholding of objections is required from any federal, state or local governmental authority with respect to the entering into or performance by Lessee of the Lease Agreements and the transactions contemplated by the Lease Agreements.
4. Lessee has sufficient appropriations or other funds available to pay all amounts due under the Lease Agreements for the current fiscal year.
5. The interest payable to Lessor by Lessee under the Lease Agreements is exempt from federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986, as amended.
6. The entering into and performance of the Lease Agreements will not (i) conflict with, or constitute a breach or violation of, any judgment, consent decree, order, law, regulation, bond, indenture or lease applicable to Lessee, or (ii) result in any breach of, or constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of Lessee or the Units (as defined in the Lease) pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party, or by which it or its assets may be bound.
7. No litigation or proceeding is pending or, to the best of my knowledge, threatened to, or which may, (a) restrain or enjoin the execution, delivery or performance by Lessee of the Lease Agreements, (b) in any way contest the validity of the Lease Agreements, (c) contest or question (i) the creation or existence of Lessee or its governing body or (ii) the authority or ability of Lessee to execute or deliver the Lease Agreements or to comply with or perform its obligations under the Lease Agreements. There is no litigation or proceeding pending or, to the best of my knowledge, threatened that seeks to or could restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Lease Payments (as defined in the Lease) or other amounts contemplated by the Lease Agreements. In addition, I am not aware of any facts or circumstances which would give rise to any litigation or proceeding described in this paragraph.
8. The Units are personal property and, when subjected to use by Lessee, will not be or become fixtures under the laws of the State.
9. The authorization, approval and execution of the Lease Agreements, and all other proceedings related to the transactions contemplated by the Lease Agreements, have been performed in accordance with all applicable open meeting, public records, public bidding and all other applicable laws, rules and regulations of the State.
10. The appropriation of moneys to pay the Lease Payments coming due under the Lease and any other amounts contemplated by the Lease Agreements does not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
11. The Lessor will have a perfected security interest in the Units upon the filing of an executed UCC-1 or other financing statement at the time of acceptance of the Units with the Secretary of State for the State.

SIGNATURE

Name (PRINT): _____

Date: _____

Signature: _____

Address: _____

Title: _____



Caterpillar Financial Services Corporation

INVOICE

Page	Date	Invoice No.
1	07/18/2018	LSAP-456002537-1

CITY OF ODESSA
125 South 2nd Street
Odessa, MO 64076

Description	Serial	VIN	Due Date	Pmt. No.	Amount
(1) 305E2CR Caterpillar Hydraulic Excavator	H5M05980		Upon Receipt.	1	\$7,250.00
Sales and Use Tax					\$0.00
Document Fee					\$0.00
Filing Fee					\$0.00
Stamp Fee					\$0.00
Other Fees					\$0.00
Freight Fee					\$0.00
WITHOUT THE APPROPRIATE TAX EXEMPTION CERTIFICATE, APPLICABLE SALES AND/OR USE TAX WILL BE CHARGED.					

PLEASE PAY THIS AMOUNT \$ \$7,250.00

Invoice No.	Total Enclosed
LSAP-456002537-1	\$

CITY OF ODESSA
125 South 2nd Street
Odessa, MO 64076

Remit To: Caterpillar Financial Services Corporation
5th Floor Document Services
Doc Specialist: FOLEY EQUIPMENT COMPANY
2120 West End Ave.
Nashville, TN 37203

RETURN INVOICE AND CHECK FOR SPECIFIED PAYMENT(S) WITH SIGNED DOCUMENTS.

Your check will be cashed by Caterpillar Financial Services Corporation (CFSC) upon receipt, but that act will not constitute acceptance by CFSC of the Loan, Lease or Schedule. If CFSC accepts and executes the Loan, Lease or Schedule, the proceeds of this check will be applied to the specified payments. If CFSC does not accept the Loan, Lease or Schedule, CFSC will return an amount equal to this check.



Meeting Minutes

FOLEY EQUIPMENT COMPANY
1550 SOUTH WEST STREET
WICHITA KS 67213-1668

Reference:

CITY OF ODESSA

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION
DOCUMENTATION DEPARTMENT



Purchase Agreement
Transaction Number 3538947



This Purchase Agreement is between **FOLEY EQUIPMENT COMPANY** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) 305E2CR New Caterpillar Hydraulic Excavator	H5M05980		\$0.00	\$56,246.76

Lessee:
CITY OF ODESSA
125 South 2nd Street
Odessa MO 64076

Subtotal	\$56,246.76
Federal Excise Tax	0.00
Other Tax	0.00
Total Purchase Price	\$56,246.76
Unit(s) Delivery Point:	
125 SOUTH 2ND STREET	
ODESSA, MO 64076, LAFAYETTE	

See next page for additional terms and conditions.

SIGNATURES

CATERPILLAR FINANCIAL SERVICES CORPORATION

Signature _____
Name(Print) _____
Title _____
Date _____

FOLEY EQUIPMENT COMPANY

Signature _____
Name(Print) _____
Title _____
Date _____



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

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

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority

Check box if **Amended Return** ► ☐

1 Issuer's name

2 Issuer's employer identification number (EIN)

City of Odessa

3 Number and street (or P.O. box if mail is not delivered to street address)

Room/suite

125 South 2nd Street

4 City, town, or post office, state, and ZIP code

5 Report number (For IRS Use Only)

Odessa, MO 64076

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

7 Telephone number of officer or legal representative

816-230-5577

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	\$56,246	76
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►			
9 Amount of the reported obligation(s) on line 8a that is:	9a		
a For leases for vehicles	9b		
b For leases for office equipment	9c		
c For leases for real property	9d	\$56,246	76
d For leases for other (see instructions)	9e		
e For bank loans for vehicles	9f		
f For bank loans for office equipment	9g		
g For bank loans for real property	9h		
h For bank loans for other (see instructions)	9i		
i Used to refund prior issue(s)	9j		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9k		
k Other			
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ►			<input type="checkbox"/>
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ►			<input type="checkbox"/>
12 Vendor's or bank's name: Caterpillar Financial Services Corp			
13 Vendor's or bank's employer identification number: 3 7 1 1 0 5 8 6 5			

Signature and Consent

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

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.

General Instructions

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

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

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

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

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

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

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

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

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

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

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

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

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

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

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

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

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

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

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

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

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

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

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

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

Specific Instructions

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

Part I—Reporting Authority

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

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

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

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

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

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

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

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

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

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

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

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

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

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

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

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

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

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

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

Signature and Consent

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

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

Paid Preparer

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

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

The paid preparer must:

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

Paperwork Reduction Act Notice

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

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

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS . . . 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.



*P.O. Box 128 • 125 S. Second • Odessa, MO 64076
Phone: (816) 230-5577 • Fax: (816) 633-4985 • cityofodessamo.com*

BOARD OF ALDERMEN ACTION REPORT

ISSUE: Resolution Approval - Lafayette County Hazard Mitigation Plan

ACTION REQUESTED: Approval by Board

BACKGROUND: The City of Odessa in conjunction with jurisdictions throughout Lafayette County and Pioneer Trails Regional Planning Commission have been and will continue working to develop the Lafayette County Hazard Mitigation Plan and five (5) year update. FEMA requires all jurisdictions, including school districts within the county to actively participate in the plan development to be included and covered by the plan. To date, the City is compliant with our participation in the plan development. Through this participation it will allow the City to receive federal funds in the event of a disaster as well as funding for disaster preparation. The wording of the required resolution indicates that we are adopting the plan, which is not complete yet. This is the case, however the resolution is required to be approved by each jurisdiction before the plan can even be submitted to SEMA for approval.

FINANCIAL CONSIDERATIONS: There is no financial impact.

ATTACHMENTS: Resolution 2018-22

PREPARED BY: _____
Nici Wilson
City Administrator

DATED: July 19, 2018



RESOLUTION 2018-22

**RESOLUTION OF THE CITY OF ODESSA, MISSOURI, ADOPTING THE LAFAYETTE COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS the City of Odessa recognizes the threat that natural hazards pose to people and property within the Odessa corporate boundaries; and

WHEREAS the City of Odessa has participated in the preparation of a multi-jurisdictional local hazard mitigation plan, hereby known as the Lafayette County Multi-Jurisdictional Hazard Mitigation Plan, hereafter referred to as the Lafayette County HMP, in accordance with the Disaster Mitigation Act of 2000; and

WHEREAS the Lafayette County HMP identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Odessa from the impacts of future hazards and disasters; and

WHEREAS the City of Odessa recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards, the City of Odessa will endeavor to integrate the Lafayette County HMP into the comprehensive planning process; and

WHEREAS adoption by the Odessa Board of Aldermen demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Lafayette County HMP.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN OF THE CITY OF ODESSA, in the State of Missouri, THAT:

In accordance with the local rule for adopting resolutions, the City of Odessa adopts the final FEMA-approved Lafayette County HMP.

APPROVED AND PASSED by the Board of Aldermen of the City of Odessa, Missouri, by a vote of ____ in favor and ____ against, this 23rd day of July, 2018.

(SEAL)

By: _____
Adam R. Couch, Mayor

ATTEST:

By: _____
Peggy Eoff, City Clerk