

## **RESOLUTION NO 2025-09**

### **AUTHORIZING EXECUTION AND DELIVERY OF LEASE-PURCHASE AGREEMENT AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Boone County Regional Sewer District (the “District”), is a public sewer district organized and existing under the constitution and laws of the State of Missouri, including specifically Chapter 204 of the Revised Statutes of Missouri;

WHEREAS, the District is authorized to conduct business under Missouri law;

WHEREAS, the resolutions set forth below were presented and considered at a meeting of the District on March 18, 2025;

WHEREAS, the Board of Trustees (the “Board”) is the governing body of and possesses the general legislative power of Boone County Regional Sewer District;

WHEREAS, the Board is authorized to approve municipal lease-purchase agreements under Missouri law; and

WHEREAS, the Board has heretofore determined that financing for the acquisition and leasing of certain equipment pursuant to the Lease-Purchase Agreement (as defined herein) is for the benefit of the inhabitants of District, and the promotion of their welfare and prosperity; and

WHEREAS, the District desires to acquire certain equipment, more specifically described as the 2025 International MV607 SBA Truck with Crane Equipment (the “Equipment”) pursuant to the Lease-Purchase Agreement:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BOONE COUNTY REGIONAL SEWER DISTRICT, AS FOLLOWS:

1. The form, terms, and provisions of the Lease-Purchase Agreement by and between the District, as Lessee, and Marion National Bank, as Lessor, dated March 18, 2025 with a term of 60 months and payments in the amount of \$176,933.68, in substantially the same form as attached hereto as Exhibit A (the “Lease-Purchase Agreement”), are hereby approved, and all the terms, provisions and conditions of the Lease-Purchase Agreement are incorporated herein by reference as if set out in this Resolution, and such Lease-Purchase Agreement shall constitute a valid and binding obligation of the District once executed as authorized by this Resolution.
2. The District’s Manager of Finance and Human Resources Wendy Wieggers is hereby authorized to execute the Lease-Purchase Agreement and any other related documents requiring execution and such person is hereby authorized to take any and all such action and execute such other documents as may be required to carry out and/or give effect to the transaction contemplated by the Lease-Purchase Agreement.
3. The District representatives (and/or their successors in office) listed in Exhibit B hereto hereby are authorized on behalf of the District to exercise the powers listed in Exhibit B.
4. Marion National Bank is hereby designated a depository of the District with authority to accept at any time for the credit of the District, deposits by whomsoever made of funds in whatever form and in whatever manner endorsed or, if not endorsed, to supply any endorsement necessary, and Marion National Bank may rely on any waiver of a restrictive endorsement made by the depositing party. Marion National Bank is hereby authorized to pay or to otherwise honor or apply checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable without inquiry, without regard to the application of the proceeds, and without regard to whether an overdraft results. This

authority extends to all such items including those drawn to the individual order of a signer, when signed, accepted or endorsed by the required number of the named officers or other persons authorized to sign on behalf of the District. Marion National Bank is given the right to require proof satisfactory to it of the identity of officer or position held, but Marion National Bank need not require proof.

5. The authorized persons specified in Exhibit B are authorized persons and the same number as specified to sign be, and are hereby, authorized and empowered to endorse checks payable to or belonging to the District (whether such endorsement be manual, by endorsement stamp, or otherwise), and that Marion National Bank may pay or otherwise honor checks and other drafts or other orders of payment of money drawn in the name of the District when bearing or purporting to bear the actual or facsimile signature of these same persons and the same number as specified to sign regardless of by whom or by what means that actual or purported facsimile signature may have been made if such signature resembles the signature specimen from time to time filed with Marion National Bank.
6. These same persons listed in Exhibit B and the same number as specified to sign be, and are hereby, authorized and empowered to accept for the District any and all drafts, notes, bills of exchange, acceptances, undertakings or other instruments or orders for the payment of money drawn on the District and receive for the District any documents, instruments, securities or other papers accompanying them.
7. These same persons listed in Exhibit B and the same number as specified to sign be, and are hereby, authorized and empowered to execute orders for transfers of funds electronically, by public or private wire transfer systems or otherwise, from or to accounts at Marion National Bank. Marion National Bank may accept the representations of identity or of agency of any party giving telephonic or wire instructions for transfer of funds. The obligation of Marion National Bank is limited to crediting or debiting the designated account and sending notices requested. In crediting or debiting an account, Marion National Bank may rely on any account number given in the event there is a conflict in instructions between the account number and identification of the account holder or other information, unless no such account exists, in which case identification of the account holder or other information may control. Marion National Bank is not liable for errors, omissions, or delays of any agent through whom such transfers are effected and in no event shall be liable for loss actually proven in excess of the amount of the order, plus if responsibility for delay in transmission is established, interest for loss of funds at the then current rate of interest payable by Marion National Bank on commercial deposits of like amounts.
8. Any items negotiated with Marion National Bank whether by deposit, for cash or otherwise, which are not paid for any reason or which are returned to Marion National Bank at any time for any reason may be charged to the account of the District and, if there are insufficient funds in said account for that purpose, the District agrees to reimburse Marion National Bank immediately upon request.
9. Charges for maintenance and service of accounts held by Marion National Bank may be made on occasions and in an amount as from time to time set forth by Marion National Bank, and that the rights and liabilities on any account will be determined by any deposit agreement or contract as may from time to time be in force.
10. Any of the applicable persons authorized by this Resolution are also authorized to sign on any District account and are hereby authorized and empowered to sign such deposits, agreements or contracts for the conduct of and for rights and liabilities relating to such account which may be from time to time required by Marion National Bank.
11. Any of the persons authorized by this Resolution to sign on any District account is hereby authorized to order Marion National Bank to stop payment of any item drawn on said account, whether such item is signed by said person or by any other person authorized to sign, and that any stop payment order so given may be revoked only by the person giving it.

12. This Resolution is made pursuant to the provisions of Missouri law.

13. This Resolution shall take effect immediately upon its adoption.

*[Remainder of page intentionally blank]*



1314 North 7th Street  
Columbia, MO 65201  
p: 573-443-2774  
f: 573-499-0489  
[www.bcrsd.com](http://www.bcrsd.com)

PASSED by the Board of Trustees of the Boone County Regional Sewer District, the  
\_\_\_\_ day of \_\_\_\_\_, 2025.

(SEAL)

\_\_\_\_\_  
Chairman of the Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Trustees



**EXHIBT A**

**LEASE-PURCHASE AGREEMENT**

**EXHIBIT B**

**AUTHORIZED PERSONS AND POWERS**

Name	Title	Signature	Authorized Powers*
Wendy Wiegers	Manager of Finance and Human Resources		D

*Authorized Powers:		Number of Signatures Required:
A	Open or close any deposit or other account relationship in the District’s name with Marion National Bank.	
B	Act as an authorized signer with authority to conduct any and all business and transactions on behalf of the District with respect to any account of the District held by Marion National Bank.	
C	Establish, access, and terminate a safe deposit box in Marion National Bank on behalf of the District.	
D	Borrow funds on behalf and in the name of the District from Marion National Bank; renew and extend loans and other debt owed by the District; and execute and deliver any promissory note(s) or other instrument(s) evidencing debt, in such form as Marion National Bank may require.	1
E	Give security for any liabilities of the District to Marion National Bank by pledge, assignment, security interest, mortgage, or other lien upon any real or personal property, tangible or intangible, of the District.	
F	Execute and deliver (i) any security instrument securing the repayment of debt, and (ii) such certificates, instruments notices, and documents or take other actions as may be required from time to time by Marion National Bank or such District agents may deem necessary or proper to carry out the obligations of the District to Marion National Bank.	

## **LEASE-PURCHASE AGREEMENT**

**THIS LEASE-PURCHASE AGREEMENT** is made and entered into by and between the Lessor and Lessee, with the Effective Date set forth below.

1. **Definitions.** For purposes of this Lease-Purchase Agreement, the following terms shall have the respective meanings set forth below:

**LEASE:** This Lease-Purchase Agreement dated as of the Effective Date, by and between the Lessor and Lessee.

**EFFECTIVE DATE:** March 19, 2025

**TERMINATION DATE:** March 19, 2030

**LESSOR:** Marion National Bank, 302 E. Main, Marion, Kansas 66861

**LESSEE:** The Boone County Regional Sewer District, 1314 N. 7<sup>th</sup> St., Columbia, MO 65201

**PROPERTY:** The property that is the subject of this Lease and that is described on Exhibit "A" which is attached hereto and by reference made a part hereof.

**LEASE TERM:** The period beginning on the Effective Date and ending on the Termination Date, unless earlier terminated pursuant to the terms of the Lease.

**RENTAL PAYMENTS:** The payments due in the amounts and upon the dates set forth on Exhibit "B" which is attached hereto and by reference made a part hereof.

**OPTION PRICE:** One Dollar (\$1.00), which is payable upon the Lessee exercising its Purchase Option pursuant to the terms of the Lease.

**PURCHASE PRICE:** The sum of the Option Price plus all remaining Rental Payments due to be paid on the date that Lessee exercises its option to purchase the Property.

**INTEREST RATE:** 4.30 % per annum, which shall be the interest rate component of the Rental Payments and the interest rate assessed on any unpaid Rental Payments or other or additional advances made by Lessor and owed by Lessee.

**PROPERTY INSURANCE DEDUCTIBLE:** \$1,000.00

**PUBLIC LIABILITY COVERAGE:** \$1,000,000.00/ \$2,000,000.00

**PUBLIC LIABILITY DEDUCTIBLE:** N/A

2. **Lease.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Property for the Lease Term in exchange for the Rental Payments.

3. **Rental Payments.** A portion of each Rental Payment is paid as and represents payment of interest, and the balance of each Rental Payment is paid as and represents payment of principal, as set forth on Exhibit "B". Each Rental Payment and any additional amounts for which Lessee becomes obligated hereunder, which are not paid when due, shall bear interest at the Interest Rate from the date on which the Rental Payment or additional other payment becomes due until the same is paid. Lessee may prepay the Rental Payments or any portion thereof at any time, and any such prepayment shall be credited against the next Rental Payment.

4. **Rent as Current Expense.** Lessee's obligation to pay the Rental Payments in the amounts and on the due dates set forth on Exhibit "B" shall constitute a current expense of Lessee and shall not be construed to be a debt of Lessee in violation of any constitutional or statutory limitations concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of Lessee.

5. **Purchase Option.** Lessee shall have the option to purchase the Property, but only if Lessee is not in default under the Lease. Lessee may exercise its option to purchase the Property on any Rental Payment due date by paying the Purchase Price, provided that Lessee shall give Lessor not less than thirty (30) days advance written notice of its intention to exercise its option to purchase.

6. **Transfer of Title.** During the Lease Term, title to the Property shall be vested in Lessee. Upon Lessee's exercise of the option to purchase and the payment of the Purchase Price, title to the Property shall become free from any liens of Lessor.

7. **Maintenance and Operation:** During the Lease Term, Lessee shall, at its own expense, maintain or cause to be maintained the Property in good order, condition and repair, and Lessor shall have no obligation to incur any of said expenses; provided, however, that if Lessee fails to keep the Property in good repair and operating condition, Lessor may, but shall be under no obligation to, make such repairs as are necessary and to provide for the payment thereof, and all such amounts so advanced by Lessor shall be repaid by Lessee as an additional amount for which Lessee becomes obligated hereunder, and Lessee hereby agrees to pay any such additional amount, plus interest at the Interest Rate, for which it may become obligated hereunder. Lessor, at its option, may request that Lessee enter into a maintenance contract for the Property with the vendor of the Property or otherwise.

8. **Use of the Property.** The parties mutually agree that Lessee, by performing the covenants and agreements herein contained, shall during the Lease Term, peaceably and quietly have, hold and enjoy the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law, or in any manner contrary to that contemplated by this Lease and the nature of the property. The Property will be used only for governmental or proprietary purposes of Lessee; therefore, the parties contemplate that the Property will be exempt from all taxes presently assessed and levied with respect to personal

property. In the event that the use, possession or acquisition of the Property is found to be subject to taxation in any form, Lessee will pay during the Lease Term all taxes and governmental charges whatsoever that may be lawfully assessed or levied against or with respect to the Property. Lessee shall keep the Property free and clear of all liens, charges and encumbrances, except as may be approved in advance in writing by Lessor; provided, however, that nothing in this Lease shall preclude Lessee from pledging its full faith and credit to the repayment of any legally authorized general obligation bond issue of Lessee.

9. **Insurance.** During the Lease Term, Lessee shall maintain or cause to be maintained, at its own expense, the following policies of insurance:

(a) Insurance against loss or damage to the Property resulting from fire, lightning, vandalism, malicious mischief and such perils ordinarily defined as "extended coverage" and other perils as Lessor and Lessee may agree. Such insurance shall during the Lease Term be in an amount not less than: (1) the full insurable value (i.e., the actual replacement cost "new") of the Property, or (2) the then current Purchase Price, whichever is more, subject to the Property Insurance Deductible, and shall contain an inflation guard endorsement.

(b) Public liability insurance against claims for bodily injury, death, or damage to property occurring upon, in, or about the Property, such insurance to provide coverage in an amount not less than the Public Liability Coverage, subject to the Public Liability Deductible.

All insurance policies shall be issued by insurers of recognized responsibility, licensed or admitted to do business in the state of Missouri. All policies or certificates of insurance shall name Lessee and Lessor as named insured. Such policies and certificates shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Lessor, and shall carry loss payable endorsements in favor of Lessor where applicable. Evidence of coverage satisfactory to Lessor shall be deposited with Lessor by Lessee. All premiums and charges shall be paid by Lessee, and evidence of payment of the premiums shall be delivered by Lessee to Lessor. In the event Lessee fails to maintain the insurance required, Lessor shall have the right to procure and maintain such insurance and shall charge Lessee for the cost thereof as an additional amount for which Lessee becomes obligated hereunder. Lessee may provide such insurance as part of "blanket" coverage maintained on all assets of Lessee, and with the written consent of Lessor may be a self-insurer of such risks. If the insurance proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement, Lessee shall complete the work and pay any cost in excess of the insurance proceeds.

10. **Indemnification.** To the extent permitted by law, Lessee shall indemnify, protect, and hold harmless Lessor from and against any and all liabilities, obligations, losses, claims, and damages whatsoever, including without limitation, attorney fees and expenses, arising out of or as the result of this Lease, the ownership of the Property, or any accident in connection with the operation, use, condition, possession, storage or return of the Property.

11. **Right of Inspection.** Lessor and its designated representative shall have the right at all reasonable times upon reasonable notice during the lessee's regular business hours to enter into and upon the premises of Lessee to inspect the Property or for any purpose connected with Lessor's rights under this Lease.

12. **Triple Net Lease.** This Lease shall be deemed and construed to be a "triple net lease" in that Lessee hereby agrees that the Rental Payments provided for herein shall be an absolute net return to Lessor, and that Lessor shall not be responsible for any expenses, charges or set-offs whatsoever related to the operation, maintenance and repair of the Property.

13. **Termination of Lease Term.** The Lease Term will terminate upon the earliest occurrence of any of the following events:

- (a) The expiration of the Lease Term;
- (b) The exercise by Lessee of the option to purchase granted under Paragraph 5;
- (c) A default by Lessee and Lessor's election to terminate this Lease;
- (d) The payment by Lessee of all Rental Payments and all additional amounts for which Lessee may become obligated under this Lease;
- (e) Upon notice of election to terminate the Lease due to an event of taxability pursuant to Paragraph 15 hereof, and the failure of Lessee to exercise its option to purchase at the next regular Rental Payment due date.

14. **Non-appropriation.** Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current budget year. In the event sufficient funds are not budgeted and appropriated by Lessee for any fiscal year to provide for the Rental Payments required hereunder or any other obligation of Lessee, then Lessee shall terminate this Lease by providing thirty (30) days written notice to Lessor of Lessee's intent to terminate. In such event, the Lessee shall not be obligated to make the Rental Payments beyond the end of the period for which Lessee has budgeted. Lessee shall surrender the Property to Lessor on the last day for which Rental Payments have been made. If funds are made available to Lessee after such early cancellation for property which will perform services and function in full or in part the same as the Property, Lessee agrees to purchase, lease or otherwise acquire such property from Lessor. The non-payment of any Rental Payment pursuant to this paragraph shall not constitute a default under this Lease.

15. **Occurrence of an Event of Taxability.** Lessor and Lessee contemplate that the interest component of the Rental Payments paid by Lessee will not be included in Lessor's gross income for purposes of federal income taxation. In the event that Lessee or Lessor are advised that the interest component of the Rental Payments is or has become includable in gross income for purposes of federal income taxation, Lessor (or its assigns) may elect in writing to terminate

this Lease at the next regular Rental Payment due date, subject only to Lessee's option to purchase as granted in Paragraph 5 of this Lease.

16. **Disclaimer of Warranties.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY. In no event shall Lessor be liable for incidental, indirect, special or consequential damages in connection with or arising out of this Lease or the existence, furnishing, functioning of Lessee's use of any item or products or services provided for in this Lease. Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, and so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Property, which Lessor may have against the vendor of the Property. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the vendor of the Property, and not against Lessor, nor shall such matter have any affect whatsoever on the rights and obligations of Lessor with respect to this Lease and its right to receive full and timely Rental Payments hereunder. Lessee expressly acknowledges that Lessor makes and has made no representation or warranties whatsoever as to the existence or availability of such warranties by the vendor of the Property.

17. **Assignment.** Neither this Lease nor any interest of Lessee herein shall be mortgaged, pledged, assigned or transferred by Lessee, without the prior written consent of Lessor. Lessee shall at all times remain liable for the performance of the Lease, notwithstanding any assigning, transferring or subletting which may be made. In no event shall Lessee sublease or permit the use of all or any part of the Property so as to cause the interest component of the Rental Payments to become includable in Lessor's gross income for computation of federal income taxation. Lessor shall have the right to assign its interest in this Lease and the Rental Payments to another party, and Lessee agrees to execute any and all documents necessary and proper in connection therewith.

18. **Default by Lessee.** If: (i) Lessee fails to pay any Rental Payment or other payment within thirty (30) days from the date it is due and payable, provided, however, that Lessee's failure to pay any Rental Payment pursuant to Section 14 of this Lease shall not be an Event of Default; (ii) Lessee fails to observe and perform any other term, covenant or condition contained herein for a period of thirty (30) days after written notice thereof from Lessor to Lessee; (iii) Lessee abandons the Property; or (iv) Lessee's interest in this Lease or any part thereof is assigned or transferred without the written consent of the Lessor, then Lessee shall be deemed to be in default hereunder. If Lessee is in default, Lessor shall have the right, at its option, and without any further demand or notice:

(i) to terminate this Lease and to take possession of the Property, using all necessary force to do so, and sell the Property;

(ii) to take possession of the Property and without terminating this Lease re-let the Property upon such terms and conditions as Lessor may deem advisable, in which event the rents received on such re-letting shall be applied first to the expense of reletting and collection, including any necessary renovation and alteration of the Property, reasonable attorney's fees and costs of suit in equity or action at law to enforce the terms

and conditions of this Lease, and thereafter toward payment of all sums due or to become due Lessor hereunder. If a sufficient sum shall not be thus realized to pay such sums and other charges, Lessee shall remain liable for and will pay Lessor any cumulative net deficiency. The foregoing remedies of Lessor are in addition to and not exclusive of any other remedy of Lessor. Any repossession of the Property shall be allowed by Lessee without hindrance.

19 **Miscellaneous.** This Agreement may be amended, modified or supplemented only by the written agreement of all parties hereto. The waiver or failure to insist upon strict compliance with any obligation, representation, warranty, agreement or condition hereunder shall not operate as a waiver of any subsequent non-compliance. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. This Agreement embodies the entire agreement and understanding of the parties. This Agreement supersedes all prior discussions, negotiations, agreements and understandings between the parties. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one original.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written.

**"LESSEE"**

THE BOONE COUNTY REGIONAL SEWER DISTRICT  
1314 N. 7<sup>TH</sup> ST.  
COLUMBIA, MO 65201

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**"LESSOR"**

Marion National Bank  
302 E. Main  
Marion, Kansas 66861

BY: \_\_\_\_\_  
Name: Ryan C. Edmundson  
Title: President



STATE OF KANSAS       )  
                                  ) ss:  
COUNTY OF MARION    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025  
by Ryan C. Edmundson, President, on behalf of Lessor.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

STATE OF MISSOURI    )  
                                  ) ss:  
COUNTY OF BOONE     )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2025  
by \_\_\_\_\_, on behalf of Lessee.

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

\_\_\_\_\_  
Notary Public

My Appointment Expires:

**EXHIBIT A  
DESCRIPTION OF PROPERTY  
FOR LEASE PURCHASE AGREEMENT**

**DATED MARCH 19, 2025**

**LESSOR: MARION NATIONAL BANK, MARION, KANSAS  
AND  
LESSEE: THE BOONE COUNTY REGIONAL SEWER DISTRICT**

2025 International MV607 SBA VIN#: 3HAEUTAR7SL512851  
With Knapaheide KMT-2 Crane Body SN#: 6132SLHH-66K

EXHIBIT B  
AMORTIZATION SCHEDULE  
FOR LEASE PURCHASE DATED MARCH 19, 2025  
LESSOR: MARION NATIONAL BANK  
LESSEE: THE BOONE COUNTY REGIONAL SEWER DISTRICT

## INSTALLMENTS

THIS AMORTIZATION SCHEDULE IS GIVEN AS A GUIDELINE FOR THE APPLICATION OF PAYMENTS. IT ASSUMES THAT EVERY PAYMENT IS MADE ON THE DATE DUE. PAYMENTS ARE APPLIED AS OF THE DAY THE PAYMENT IS MADE.

**Date of Loan:** 3/19/2025      **Interest Method:** Actual / 365  
**Payment Amount:** \$40,082.25      **Interest Type:** Regular  
**Loan Amount:** \$176,933.68      **Interest Rate:** 4.3000%

### INSTALLMENTS AMORTIZATION SCHEDULE

Pmt#	Pmt Date	Days	Interest	Principal	Interest TD	Balance
	03/19/2025		\$0.00	\$0.00	\$0.00	\$176,933.68
1	03/19/2026	365	\$7,608.15	\$32,474.10	\$7,608.15	\$144,459.58
2	03/19/2027	365	\$6,211.76	\$33,870.49	\$13,819.91	\$110,589.09
3	03/19/2028	366	\$4,768.36	\$35,313.89	\$18,588.27	\$75,275.20
4	03/19/2029	365	\$3,236.83	\$36,845.42	\$21,825.10	\$38,429.78
5	03/19/2030	365	\$1,652.48	\$38,429.78	\$23,477.58	\$0.00

**GOVERNMENT ENTITY / MUNICIPALITY / PUBLIC FUNDS RESOLUTIONS**

ENTITY	FINANCIAL INSTITUTION
Boone County Regional Sewer District 1314 N. 7th St. Columbia, MO 65201	Marion National Bank 302 E. Main, PO Box 295 Marion, KS 66861
MEETING DATE	TAX I.D. NUMBER

I HEREBY CERTIFY to the above named Financial Institution as of the date set forth above: (1) that I am an Official of the Government, Municipality or Public Entity ("Entity") authorized to execute this Resolution; (2) that the Entity is recognized, is organized, exists and is authorized to conduct business under the state or local law, statute, regulation or other authority of the state or jurisdiction where it is located; (3) the resolutions set forth below were presented and adopted at a meeting of the governing body of the Entity on the Meeting Date shown above.

RESOLVED, that the following persons (and/or their successors in office) be and hereby are authorized on behalf of the Entity to exercise the respective powers as prescribed:

Name	Title	Signature	Authorized Powers*
Wendy Wieggers	Manager, Finance	Wendy Wieggers	H
Randy Chann	Board, President		H
	X		
	X		
	X		
	X		

\*Indicate power(s) conferred by appropriate letter(s) from the following list. See Addendum for additional authorized persons.

**Authorized Powers:****Signatures Required**

Indicate the number of signatures required to exercise each power.

- ✓ A Open or close any deposit or other account relationship in the Entity's name with the Financial Institution. 1
- ✓ B Act as an authorized signer with authority to conduct any and all business and transactions on behalf of the Entity with respect to any account of the Entity. 1
- C Establish, access, and terminate a safe deposit box in the Financial Institution on behalf of the Entity. 2
- ✓ D Borrow funds on behalf and in the name of the Entity from the Financial Institution; renew and extend loans and other debt owed by the Entity; and execute and deliver any promissory note(s) or other instrument(s) evidencing debt, in such form as Financial Institution may require. 1
- E Give security for any liabilities of the Entity to the Financial Institution by pledge, assignment, security interest, mortgage, or other lien upon any real or personal property, tangible or intangible, of the Entity. 2
- F Execute and deliver (i) any security instrument securing the repayment of debt, and (ii) such certificates, instruments notices, and documents or takes other actions as may be required from time to time by Financial Institution or such Entity agents may deem necessary or proper to carry out the obligations of the Entity to Financial Institution. 2
- G Additional Powers:
- H Exercise all of the powers listed above (subject to required signature numbers and any limitations expressed below).

Limitations on Authorized Powers: ☐ None ☐ Limited to \$ \_\_\_\_\_

☐ Other Limitations (describe): \_\_\_\_\_

☐ If checked, this Resolution replaces the Resolution dated \_\_\_\_\_

With respect to Authorized Powers A and B,

FURTHER RESOLVED, That the Financial Institution be, and it hereby is, designated a depository of this Entity with authority to accept at any time for the credit of this Entity, deposits by whomsoever made of funds in whatever form and in whatever manner endorsed or, if not endorsed, to supply any endorsement necessary, and Financial Institution may rely on any waiver of a restrictive endorsement made by the depositing party. And Financial Institution be, and it hereby is, authorized to pay or to otherwise honor or apply checks, drafts, notes, bills of exchange, acceptances, undertakings and other instruments or orders for the payment, transfer or withdrawal of money for whatever purpose and to whomsoever payable without inquiry, without regard to the application of the proceeds, and without regard to whether an overdraft results. This authority extends to all such items including those drawn to the individual order of a signer, when signed, accepted or endorsed by the required number of the named officers or other persons authorized to sign on behalf of the Entity. Financial Institution is given the right to require proof satisfactory to it of the identity of officer or position held, but the Financial Institution need not require proof.

FURTHER RESOLVED, that the authorized persons and the same number as specified to sign be, and are hereby, authorized and empowered to endorse checks payable to or belonging to this Entity (whether such endorsement be manual, by endorsement stamp [in which case the stamp may be relied upon as in the case of a facsimile signature], or otherwise), and that the Financial Institution may pay or otherwise honor checks and other drafts or other orders of payment of money drawn in the name of the Entity when bearing or purporting to bear the actual or facsimile signature of these same persons and the same number as specified to sign regardless of by whom or by what means that actual or purported facsimile signature may have been made if such signature resembles the signature specimen from time to time filed with Financial Institution.

FURTHER RESOLVED, that these same persons and the same number as specified to sign be, and are hereby, authorized and empowered to accept for the Entity any and all drafts, notes, bills of exchange, acceptances, undertakings or other instruments or orders for the payment of money drawn on the Entity and receive for the Entity any documents, instruments, securities or other papers accompanying them.

FURTHER RESOLVED, that these same persons and the same number as specified to sign be, and are hereby, authorized and empowered to execute orders for transfers of funds electronically, by public or private wire transfer systems or otherwise, from or to accounts at Financial Institution. Financial Institution may accept the representations of identity or of agency of any party giving telephonic or wire instructions for transfer of funds. The obligation of Financial Institution is limited to crediting or debiting the designated account and sending notices requested. In crediting or debiting an account, Financial Institution may rely on any account number given in the event there is a conflict in instructions between the account number and identification of the account holder or other information, unless no such account exists, in which case identification of the account holder or other information may control. Financial Institution is not liable for errors, omissions, or delays of any agent through whom such transfers are effected and in no event shall be liable for loss actually proven in excess of the amount of the order, plus if responsibility for delay in transmission is established, interest for loss of funds at the then current rate of interest payable by Financial Institution on commercial deposits of like amounts.

FURTHER RESOLVED, that any items negotiated with Financial Institution whether by deposit, for cash or otherwise, which are not paid for any reason or which are returned to Financial Institution at any time for any reason may be charged to the account of this Entity and, if there are insufficient funds in said account for that purpose, this Entity agrees to reimburse the Financial Institution immediately upon request.

FURTHER RESOLVED, that charges for maintenance and service of this account may be made on occasions and in an amount as from time to time set forth by Financial Institution, and that the rights and liabilities on any account will be determined by any deposit agreement or contract as may from time to time be in force.

FURTHER RESOLVED, that any of the applicable persons authorized by this Resolution are also authorized to sign on any Entity account and are hereby authorized and empowered to sign such deposits agreements or contracts for the conduct of and for rights and liabilities relating to such account which may be from time to time required by Financial Institution.

FURTHER RESOLVED, that any of the persons authorized by this Resolution to sign on any Entity account is hereby authorized to order the Financial Institution to stop payment of any item drawn on said account, whether such item is signed by said person or by any other person authorized to sign, and that any stop payment order so given may be revoked only by the person giving it.

### SIGNATURE OF CERTIFYING OFFICER

This Certificate should be signed by the certifying officer. If the certifying officer is also one of the Authorized Persons listed above, this Certification should be confirmed by another officer.

Signature	Title	Confirming Signature	Title
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Attorneys & Counselors at Law

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March 19, 2025

Mr. Ryan C. Edmundson  
Marion National Bank  
302 E. Main St.  
Marion, KS 66861

**RE: Lease-Purchase Agreement by and between the Boone County Regional Sewer District and Marion National Bank (the “Lease-Purchase Agreement”)**

Dear Mr. Edmundson,

I represent the Boone County Regional Sewer District (the “District”). Please be advised that I have reviewed your request for this letter in connection with the above-referenced Lease-Purchase Agreement. The correct legal name of the District is “The Boone County Regional Sewer District.” The lease purchase agreement in question is tax exempt per federal and Missouri income tax laws. The individual authorized to enter into the Lease-Purchase Agreement for the District is its Manager of Finance and Human Resources, Wendy Wiegers.

Please contact me if you need any further information.

Yours truly,

Christopher R. Pieper  
General Counsel, Boone County Regional Sewer District