

Monday, January 27, 2025

Mick Michel  
City of Dyersville  
340 1st Ave E  
Dyersville, IA 52040

RE: Lease#6074-001

Dear Mick,

We are pleased to enclose the following lease documents for authorized signature and return. Please note that the required signatures are noted below each document.

- **MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 6074**  
Mick Michel, City Administrator
- **EXHIBIT A SCHEDULE OF PROPERTY**  
Mick Michel, City Administrator
- **EXHIBIT A-1 RENTAL PAYMENT SCHEDULE**  
Mick Michel, City Administrator
- **EXHIBIT B FINAL ACCEPTANCE CERTIFICATE**  
Mick Michel, City Administrator
- **PAYMENT AUTHORIZATION**  
**Payment Options**  
Mick Michel, City Administrator
- **INSURANCE AUTHORIZATION LETTER**  
Mick Michel, City Administrator
- **IOWA SALES TAX EXEMPTION CERTIFICATE**  
MickMichel
- 

Please note that we have also enclosed IRS Form 8038, including applicable instructions. We are including this form as a matter of convenience for you. The IRS requires that you report certain information to them associated with entering into a municipal lease. We have completed the form for you to the extent possible. You need only review the form for accuracy, sign, date and return to us with the other documents. We will transmit to the IRS according to the instructions on your behalf.

We have also provided a form letter for your attorney to complete and return to us on their letterhead stating that they have reviewed the agreements and concur with their validity. We will email a Word document file of this form letter to assist in this process.

Finally, please provide final vendor invoices consistent. We will process for payment upon receipt. The final invoice should detail the equipment described within the lease schedule(s), attached and any serial#'s, if applicable.

Please return all **original signed documents** to BB Community Leasing Services, Inc., 7700 Mineral Point Road, Madison, WI, 53717.

We thank you for the opportunity to serve you. Please feel free to call with questions.

Very truly yours,

Tammy Hintch  
Leasing Officer  
608-826-6502  
[thintch@bankersbankusa.com](mailto:thintch@bankersbankusa.com)

Amber Benjamin  
Leasing Admin Specialist  
608-829-6441  
[abenjamin@bankersbankusa.com](mailto:abenjamin@bankersbankusa.com)

# MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 6074

This Master Equipment Lease/Purchase Agreement dated as of **02/18/2025**, and entered into between **BB Community Leasing Services, Inc.,** a **Wisconsin** corporation (“Lessor”), and **City of Dyersville** (“Lessee”), a body corporate and politic existing under the laws of the State of **Iowa**.

- 1. Agreement.** Lessee agrees to lease from Lessor certain “Equipment” as described in each Equipment Schedule (Exhibit A), which together with a Rental Payment Schedule (Exhibit A-1) constitute a “Schedule”, subject to the terms and conditions of and for the purposes set forth in each Lease. Items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant thereto) which are incorporated by reference into such Schedule shall constitute a separate and independent lease and installment purchase of the Equipment therein described and are referred to herein as a “Lease”.
- 2. Term.** The “Commencement Date” for each Lease is the date when interest commences to accrue under such Lease which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 11, or (ii) the date on which sufficient monies to purchase the Equipment listed in such Lease are deposited for that purpose with an escrow agent, or (iii) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The “Lease Term” for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this agreement is terminated. The “Original Term” means the period from the Commencement Date for each Lease until the end of Lessee’s fiscal year or biennium (as the case may be) (the “Fiscal Period”) in effect at such Commencement Date. The “Renewal Term” for each Lease is each term having a duration that is coextensive with the Fiscal Period.
- 3. Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows: (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority under the constitution and laws of the state where the Lessee is located (“State”) to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease; (b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Agreement and each Lease; (c) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease; (e) during the Lease Term, the Equipment will be used by Lessee solely and exclusively for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee’s authority; (f) Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Lessee to continue each Lease as may be requested by Lessor; and (g) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule.
- 4. Tax and Arbitrage Representations.** Lessee hereby represents as follows: (a) the estimated total cost of the Equipment listed in each Schedule will not be less than the total principal portion of the rental payments listed in such rental Payment Schedule; (b) the Equipment listed in each Schedule has been ordered or is expected to be ordered within 6 months of the Commencement Date, and all amounts deposited in escrow to pay for the Equipment, and interest earnings, will be expended on costs of the Equipment and the financing within 3 years of Commencement Date; (c) no proceeds of any Lease will be used to reimburse Lessee for expenditures made more than 60 days prior to the Commencement Date or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or similar fund (i) that is reasonably expected to be used to pay the Rental Payments, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment listed in each Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the last maturity of Rental Payments; (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (“Code”), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation; and (g) Lessee intends that each Lease does not constitute a “true” lease for federal income tax purposes.
- 5. Lease of Equipment.** Upon the execution of each Lease, Lessor demises, leases, transfers, and lets to Lessee, and Lessee acquires, rents, leases and hires from Lessor, the Equipment in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term the Lease Term shall be automatically extended upon the successive appropriation by Lessee’s governing body of amounts sufficient to pay Rental Payments and other amounts payable under the related Lease during the next succeeding Fiscal Period until all Rental Payments payable under such Lease have been paid in full, unless Lessee shall have terminated such Lease pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.
- 6. Continuation of Lease Term.** Lessee currently intends, subject to Section 7, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the maximum Lease Term of each Lease can be obtained. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payment to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable schedule for any Renewal Term is within the discretion of the governing body of Lessee.
- 7. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 60 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee shall, at its sole expense, both restore the equipment to its original condition, allowing for reasonable wear and tear, and agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.
- 8. Conditions to Lessor’s Performance.** This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within the Lessor’s discretion. Lessee will cooperate with Lessor in Lessor’s review of any proposed Lease. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Lease and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor’s review of any proposed Lease. Such documentation may include without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.
- 9. Rental Payments.** Lessee shall promptly pay “Rental Payments” as described in Exhibit A-1 to each Lease, exclusively from legally available funds, to Lessor on the dates and in such amounts as provided in each Lease. To the extent permitted by law, Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the maximum rate permitted by law, from such date until paid. Rental Payments consist of principle and interest portions. *Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.*
- 10. Rental Payments To Be Unconditional.** EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORSEEN CIRCUMSTANCES.
- 11. Delivery; Installation; Acceptance.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease and pay any and all delivery and installation costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate (Exhibit B). Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term.
- 12. Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor’s consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.
- 13. Use; Maintenance.** Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Lessee agrees that it will, at Lessee’s own cost and expense maintain, preserve and keep the Equipment in good repair and working order. Lessee will enter into a maintenance contract for the Equipment that is acceptable to Lessor.
- 14. Title.** Upon acceptance of the Equipment under a Lease by Lessee, title to the Equipment shall vest in Lessee subject to Lessor’s rights under the Lease; provided that title shall thereafter immediately and without any action by Lessee vest in Lessor, and Lessee shall immediately surrender possession of the Equipment to Lessor, upon (a) any termination of the applicable Lease other than termination pursuant to section 22 or (b) the occurrence of an Event of Default. Transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.
- 15. Security Interest.** To secure the payment of all of Lessee’s obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first and exclusive lien on all equipment and fixtures that the Lessee leases/purchases from the Lessor, now existing or hereafter acquired, and (i) all accounts instruments, documents, general intangibles, security deposits, or reserves; (ii) all spares, repairs, accessories, additions, attachments, replacements, substitutions, or accessions; and (iii) all insurance and other proceeds or products, all as may directly or indirectly arise out of or be related to the foregoing equipment and fixtures, wherever located. Lessee authorizes Lessor to file or record UCC financing statements to perfect Lessor’s security interest in the collateral granted in the

preceding sentence. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor including, but not limited to, a UCC financing statement. Lessee acknowledges and agrees that the Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become in any manner affixed or attached to, imbedded in, or permanently resting upon real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws or otherwise.

**16. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

**17. Insurance.** At its own expense, Lessee shall during each Lease Term maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable “Purchase Price” of the Equipment as described in Exhibit A-1 of each Lease; (b) liability insurance that protects Lessee from liability in all events in form and amount satisfactory to Lessor; and (c) workers’ compensation coverage as required by the laws of the State; provided that, with Lessor’s prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All such insurance described in clauses (a) and (b) above shall contain a provision naming Lessor as a loss payee and additional insured. If you do not give evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Lease, including any renewal or extensions, from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance, and our fees for our service in placing and maintaining such insurance (collectively, “Insurance Charge”) to the amounts due from you under this Lease.

**18. Advances.** In case of failure of Lessee to keep the Equipment in good repair and working order, to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessor shall have the right, but shall not be obligated, to maintain and repair the Equipment and pay the cost thereof, to affect such insurance, or pay such fees, assignments, charges and taxes, as the case may be. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee agrees to pay such amounts so advanced by Lessor with interest thereon from the advance date until paid at the maximum rate permitted by law.

**19. Damage, Destruction and Condemnation.** If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Lessee shall have exercised its option to purchase the Equipment pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of this Section, the term “Net Proceeds” shall mean (y) the amount of insurance proceeds received by Lessee for replacing, repairing, restoring, modifying, or improving damaged or destroyed Equipment, or (z) the amount remaining from the gross proceeds of any condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in the full cost of any replacement, repair, restoration, modification or improvement referred to herein, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any cost thereof in excess of the amount of the Net Proceeds, or (b) pursuant to Section 22 purchase Lessor’s interest in the Equipment and in any other equipment listed in the same Lease. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after purchasing Lessor’s interest in the Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 9.

**20. DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED, AND LESSEE ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE’S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY LEASE.

**21. Vendor’s Warranties.** Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. The term “Vendor” means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Lessor purchased or is purchasing such Equipment. Lessee’s sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights or obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

**22. Purchase Option.** Lessee shall have the option to purchase Lessor’s interest in all of the Equipment listed in any Lease upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms: (a) on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price as referenced in Exhibit A-1; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in the Lease’s notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price plus accrued interest from the immediately preceding Rental Payment date to such purchase date.

**23. Assignment.** Lessor’s right, title and interest in and to each Lease, including Rental Payments and other amounts payable by Lessee thereunder and all proceeds therefrom, may be assigned and reassigned to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any such assignment shall not be effective until (a) Lessee has received written notice, signed by the assignor, of the name and address of the assignee, and (b) it is registered on the registration books. Lessee shall retain all such notices as a register of all assignees in compliance with Section 149(a) of the Code, and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents that may be reasonably requested by Lessor or any assignee to protect its interest and property assigned pursuant to this Section. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or Vendor. Assignments may include without limitation assignment of all of Lessor’s security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. Lessee hereby agrees that Lessor may, without notice to Lessee, sell, dispose of, or assign this Agreement or any particular Lease or Leases through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in this Agreement or in a Lease or Leases, or in the Equipment listed in or the Rental Payments under a particular Lease or Leases. None of Lessee’s right, title and interest in, to and under any Lease or any portion of the Equipment listed in each Lease may be assigned, subleased, or encumbered by Lessee for any reason without obtaining prior written consent of Lessor.

**24. Events of Default.** Any of the following events shall constitute an “Event of Default” under a Lease: (a) failure by Lessee to pay any Rental Payment or other payment required to be paid under a Lease at the time specified therein; (b) failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor; (c) any statement, representation or warranty made by Lessee in or pursuant to any Lease shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; or (d) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Lessee or any of its property .

**25. Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable ; (b) with or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee’s expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease of the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer’s and attorney’s fees), subject, however, to the provisions of Section 7 hereof. The exercise of any such remedies in respect of any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and (c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment. Any net proceeds from the exercise of any remedy under a Lease (after deducting all costs and expenses referenced in the Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment; or (ii) if such a remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro-rata.

**26. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity.

**27. Notices.** All notices or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lessee.

**28. Release and Indemnification.** To the extent permitted by State law, and subject to Section 7, Lessee shall indemnify, release, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney’s fees and expenses, penalties connected therewith imposed on interest received) arising out of or as result of (a)

entering into any Lease, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant or any material representation contained in a Lease. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease term under all Leases for any reason.

**29. Miscellaneous Provisions.** Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. References herein to “Lessor” shall be deemed to include each of its assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Lease may be amended by mutual written consent of Lessor and Lessee. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease. This Agreement and each Lease shall be governed by and construed in accordance with the laws of WI.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date below.

**LESSEE: City of Dyersville**

x \_\_\_\_\_  
**Mick Michel, City Administrator**

**LESSOR: BB Community Leasing Services, Inc.**

x \_\_\_\_\_  
**Linda Lease, President & Managing Officer**

## EXHIBIT A SCHEDULE OF PROPERTY

LEASE NO. 6074-001

RE: Schedule of Property No. **6074-001**, dated **2/18/2025**, to Master Equipment Lease/Purchase Agreement Number **6074**, dated as of **2/18/2025** between **BB Community Leasing Services, Inc.** as Lessor, and **City of Dyersville**, as Lessee. All terms used and not otherwise defined herein have the meanings ascribed to them in the Agreement.

1. The following items of Equipment are hereby included under this Schedule to the Agreement:

Description	Serial Number/VIN
2025 Western Star 47X	5KKABPFE6SLVY7508
Snow Plow - INSTALL 10'/11' MUNIBODY, STAINLESS Serial # MB2-811217-1; INSTALL 11' X 42" REVERSIBLE PLOW, INTEGRAL SHIELD Serial # RSP-811217-1; INSTALL QUICK HITCH Serial # HT-811217-1; INSTALL 8' HWS WING SYSTEM, YELLOW, EXT MID MOUNT Serial # WNG-811217-1; INSTALL FORCE AMERICA HYDRAULICS	

2. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date of Rental Payments under this Schedule. **The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**
3. Lessee hereby designates the Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the calendar year in which the Schedule is executed is not reasonably expected to exceed \$10,000,000.00. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of tax-exempt obligations (including the Schedule but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which this Schedule is executed without first obtaining an opinion of nationally recognized counsel acceptable to Lessor that the designation of the Schedule as a "qualified tax-exempt obligation" will not be adversely affected.

Dated: **2/18/2025**

**LESSEE: City of Dyersville**

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**Mick Michel, City Administrator**

**LESSOR: BB Community Leasing Services, Inc.**

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**Linda Lease, President & Managing Officer**

**Date:**

Rate Period ..... : Annual

Nominal Annual Rate .... : 6.670 %

## CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	02/18/2025	262,091.00	1		
2 Payment	07/01/2025	46,178.30	7	Annual	07/01/2031

## AMORTIZATION SCHEDULE - U.S. Rule (no compounding), 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 02/18/2025				262,091.00
1 07/01/2025	46,178.30	6,458.43	39,719.87	222,371.13
2025 Totals	46,178.30	6,458.43	39,719.87	
2 07/01/2026	46,178.30	14,832.15	31,346.15	191,024.98
2026 Totals	46,178.30	14,832.15	31,346.15	
3 07/01/2027	46,178.30	12,741.37	33,436.93	157,588.05
2027 Totals	46,178.30	12,741.37	33,436.93	
4 07/01/2028	46,178.30	10,511.12	35,667.18	121,920.87
2028 Totals	46,178.30	10,511.12	35,667.18	
5 07/01/2029	46,178.30	8,132.12	38,046.18	83,874.69
2029 Totals	46,178.30	8,132.12	38,046.18	
6 07/01/2030	46,178.30	5,594.44	40,583.86	43,290.83
2030 Totals	46,178.30	5,594.44	40,583.86	
7 07/01/2031	46,178.30	2,887.47	43,290.83	0.00
2031 Totals	46,178.30	2,887.47	43,290.83	
Grand Totals	323,248.10	61,157.10	262,091.00	

X \_\_\_\_\_  
Mick Michel, City Administrator

## **EXHIBIT B FINAL ACCEPTANCE CERTIFICATE**

**Lease# 6074-001**

RE: Schedule of Property No. **6074-001**, dated **2/18/2025** to Master Equipment Lease/Purchase Agreement # **6074**, dated as of **2/18/2025**, between **BB Community Leasing Services, Inc.** as Lessor, and **City of Dyersville**, as Lessee.

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 17 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

DATE: **2/18/2025**

LESSEE: **City of Dyersville**

x

\_\_\_\_\_  
**Mick Michel, City Administrator**

LESSOR: **BB Community Leasing Services, Inc.**

x

\_\_\_\_\_  
**Linda Lease, President & Managing Officer**

## Payment Authorization

Date: **02/18/2025**

Lease No. **6074-001**

☐ **OPTION #1: Automatic Payments (ACH)**

I, as an officer of **City of Dyersville** ("Lessee"), hereby authorize **BB Community Leasing Services, Inc.** ("Lessor") and the bank indicated to initiate debit entries to the Corporate or Personal Checking Account named below. The term, amount and dates of the debit entries correspond to the rental payment dates and amounts indicated in the Lease dated **02/18/2025** and any Amendments thereto, including any changes in the Sales/Use Tax amount. Lessee also authorizes Lessor to debit Lessee's Corporate or Personal Checking Account named below in the amount of \$30.00 for each ACH that is returned because of insufficient funds. Lessee further agrees to give Lessor thirty (30) days advance notification of any changes in the bank relationship as listed below. This authority will remain in effect until the terms of the lease are satisfied or when agreed upon by Lessor and Lessee. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

This Account is a:

☐ Personal Account

☐ Corporate Account

Name of Lessee's Financial Institution:

\_\_\_\_\_

Address of Lessee's Financial Institution:

\_\_\_\_\_

Name on Lessee's Account to be debited:

\_\_\_\_\_

Checking Account Number:

\_\_\_\_\_

Bank Routing Number\*:

\_\_\_\_\_

\*The Bank Routing Number is located between the symbols /: 000000000 /: on the bottom of your check.

PLEASE PROVIDE A VOIDED OR PHOTOCOPY OF A CHECK FOR REFERENCE

x \_\_\_\_\_ **Date:**  
**Mick Michel, City Administrator**

☐ **OPTION #2: Invoice to:** 340 1st Ave E, Dyersville, IA 52040

x \_\_\_\_\_ **Date:**  
**Mick Michel, City Administrator**



## INSURANCE AUTHORIZATION LETTER

DATE: 02/18/2025

Lease No. 6074-001

INSURANCE COMPANY: \_\_\_\_\_

INSURANCE AGENCY: \_\_\_\_\_

AGENT: ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

RE: City of Dyersville

BB Community Leasing Services, Inc. ("Lessor") has entered into a Lease with City of Dyersville ("Lessee") for the following:

Description	Serial Number/VIN	Cost
2025 Western Star 47X	5KKABPFE6SLVY7508	\$135,206.00
Snow Plow - INSTALL 10'/11' MUNIBODY, STAINLESS Serial # MB2-811217-1; INSTALL 11" X 42" REVERSIBLE PLOW, INTEGRAL SHIELD Serial # RSP-811217-1; INSTALL QUICK HITCH Serial # HT-811217-1; INSTALL 8' HWS WING SYSTEM, YELLOW, EXT MID MOUNT Serial # WNG-811217-1; INSTALL FORCE AMERICA HYDRAULICS		\$126,885.00

Total Equipment Cost: **\$262,091.00.**

The terms of the Lease require the Lessee to provide the Lessor with the insurance coverage listed below. The Lessee has signed this form at the bottom authorizing you to provide this coverage. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued. It will not be acceptable unless all endorsements are clearly stated.

**PLEASE FORWARD A CERTIFICATE IMMEDIATELY FOR THE ENDORSEMENTS INDICATED BELOW TO:**

[abenjamin@bankersbank.com](mailto:abenjamin@bankersbank.com)

BB Community Leasing Services, Inc.  
7700 Mineral Point Road  
Madison, WI 53717

**1) LIABILITY REQUIREMENTS**

- a) \$1,000,000 single limit Bodily Injury and Property Damage coverage.
- b) Endorsement naming Lessor as an ADDITIONAL INSURED insofar as this equipment is concerned.
- c) Endorsement giving Lessor ten (10) days written notice of any cancellation, reduction or altering of coverage.
- d) Endorsement "It is understood and agreed that this insurance is primary insofar as it relates to any and all equipment leased from Lessor."

**2) PHYSICAL DAMAGE REQUIREMENTS**

- a) ALL RISK coverage for not less than the total equipment/ facility cost of **\$262,091.00**
- b) Endorsement naming Lessor as LOSS PAYEE insofar as this equipment is concerned.
- c) Endorsement giving Lessor ten (10) days written notice of any cancellation, reduction or alteration of coverage.

The undersigned hereby authorizes you to provide Lessor the above coverage.

**LESSEE: City of Dyersville**

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**Mick Michel, City Administrator**

Date: \_\_\_\_\_



This document is to be completed by a purchaser whenever claiming exemption from sales/use tax. *Seller:* Keep this certificate in your files. *Purchaser:* Keep a copy of this certificate for your records. Do not send this to the Department of Revenue.

Purchaser Name: <b>City of Dyersville</b>			Seller Name: <b>BB Community Leasing Services, Inc.</b>		
Address: <b>340 1st Ave E</b>			Address: <b>7700 Mineral Point Road</b>		
<b>Dyersville</b>	<b>IA</b>	<b>52040</b>	<b>Madison</b>	<b>WI</b>	<b>53717</b>
General Nature of Business: <b>Municiple</b>					

Purchaser is doing business as a:

- ☐ Retailer  
Sales tax permit no. : \_\_\_\_\_
- ☐ Wholesaler      ☐ Farmer      ☐ Lessor
- ☐ Manufacturer      ☐ Nonprofit Hospital
- ☐ Private Nonprofit Educational Institution
- ☐ Governmental Agency (including public schools)
- ☐ Qualifying Residential Care Facility
- ☐ Non-Profit Museum      ☐ Other: \_\_\_\_\_

Purchaser is claiming exemption for the following reason:

- ☐ Resale      ☐ Leasing      ☐ Processing
- ☐ Qualifying Farm Machinery/Equipment
- ☐ Qualifying Industrial Machinery/Equipment
- ☐ Qualifying Replacement Parts      ☐ Qualifying Computer
- ☐ Pollution Control Equipment      ☐ Recycling Equipment
- ☐ Research and Development Equipment
- ☐ Direct Pay (permit no. required): \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Description of Purchase: Attach additional information if necessary. Leased Equipment

Under penalty of perjury, I swear that the information on this form is true and correct.

Signature of Purchaser \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_ 31-014 (1/00)

**Exemption Certificate Instructions**

This exemption certificate is to be completed by the purchaser claiming exemption from tax and given to the seller. The seller must retain this certificate as proof that exemption has been properly claimed. The certificate must be complete to be accepted by the seller. The seller can accept an exemption certificate only on property that is qualified (see the exemptions below) or based on the nature of the buyer. A seller failing to exercise due care could be held liable for the sales tax due. If property or services purchased for resale or processing are used or disposed of by the purchaser in a nonexempt manner, the purchaser is then responsible for the tax.

**Exemptions:**

**Resale:** Any person in the business of selling who is purchasing items to resell may claim this exemption. The purchaser can be acting as either a retailer or wholesaler and may not be required to have a sales tax permit. Retailers who do have a sales tax permit number must enter it in the space provided.

**Processing:** Exempt purchases for processing include tangible personal property which by means of fabrication, compounding, manufacturing or germination becomes an integral part of other tangible personal property ultimately sold at retail; chemicals, solvents, sorbents or reagents used, consumed, dissipated or depleted in processing personal property intended to be sold ultimately at retail; fuel used to create heat, power or steam for processing or used to generate electric current; and chemicals used in the production of free newspapers and shoppers.

**Leasing:** Exemption is applicable only to property leased where the lessor is in the business of leasing, the lease is for more than five months, and the lease or rental receipts are subject to Iowa sales tax.

**Qualifying Farm Machinery/Equipment:** The farm machinery or equipment must be directly and primarily used in agricultural production; and must be:

1. a self-propelled implement such as a tractor
2. a grain dryer (heater and blower only)
3. an implement customarily drawn or attached to a self-propelled implement in the performance of its function, such as a plow
4. auxiliary equipment improving safety, maintenance and efficiency of items 1, 2, 3
5. tangible personal property that does not become a part of real property used directly and primarily in dairy and livestock operations
6. bailing wire, twine, wrapping and other similar items used in agricultural, livestock or dairy production
7. an essential replacement part for 1, 2, 3, 4, 5

**Qualifying Industrial Machinery/Equipment:** This machinery or equipment must be:

- used by a manufacturer
- directly and primarily used in processing tangible personal property or certain other research activities
- certain replacement parts for the above; this does not include supplies

**Qualifying Computers:**

- sold to commercial enterprise, insurance company, or financial institution
- certain replacement parts; this does not include supplies

**Direct Pay:** Businesses and individuals who pay their taxes directly to the Department rather than to the seller must enter their Direct Pay permit number in the space provided.

**Private Nonprofit Educational Institutions:** Purchases made by private nonprofit educational institutions used for educational purposes are exempt. **NOT EXEMPT** from sales tax are purchases by most other private nonprofit organizations such as churches, fraternal organizations, etc., for use by those organizations.