FINANCE COMMITTEE
Monday, May 24, 2021 3:30 PM
Administration Conference Room, City Hall

Members of the Finance Committee will meet via telephone or video conference. Members of the public interested in this meeting are encouraged to listen in on the meeting via the following – Telephone: (312) 626-6799; Meeting ID: 860 0979 9809; Password: 788006 – rather than appear at City Hall (note: occupancy will be limited).

1. **Call to Order**

2. **Financial Updates**
   A. City Administrator Approvals

3. **Action Items**
   A. Approve the minutes for the April 26, 2021, meeting
   B. Approve a construction agreement with Gunter Construction for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)
   C. Approve an ordinance authorizing the City to enter into a lease purchase agreement with BOFK, N.A., approving a declaration of trust with BOFK, N.A. to which certain Certificates of Participation will be executed for the purpose of financing and refinancing certain street project costs and approving certain other documents and the taking of certain actions necessary to deliver the Certificates of Participation (Administration)
   D. Approve a small construction agreement with Lester Buildings to construct a shelter building in Watkins Park (Public Works)

4. **Non-Action Items**
   A. Quarterly Projects Update
   B. Parkville Old Towne Market Community Improvement District request for restrooms downtown

5. **Unfinished Business (postponed from prior meetings)**

6. **Other Business**

7. **Adjourn**

Posted Date & Time: 5/21/21; 3:25 p.m. By: MM

CITY ADMINISTRATOR

PURCHASING APPROVAL

Parkville Missouri

City of Parkville

Preparation date: May 5, 2021

Department: Public Works

Low Bidder and Contract Amount:

Absolute Comfort Technologies
8248 NW 101st Terr, Ste #16
Kansas City, MO 64153

$7,750

General Scope of Work Description/Project:

Work Authorization #10 – Train Depot HVAC:

The City of Parkville owns the Train Depot Building. Through a lease agreement, the Cathy Kline Art Studio rents the building. Through the agreement, Cathy Kline is responsible for paying the utility bills associated with the building in lieu of rent. The City, as the landlord, is responsible for major improvements to the building, while the tenant is responsible for the minor repairs and daily maintenance.

Through a resource study performed in 2015, the City's buildings were evaluated. Improvements to the Train Depot building were outlined in that study, including improvements to the HVAC system. Due to the excessive electric utility bills, the City engaged an on-call architect to determine the best way to reduce the bills. An efficient HVAC system was recommended.

The 2021 budget includes funding for replacement of the HVAC system at the Train Depot building.

Competitive Purchasing Information: (List bidder, address, and price):

The City contacted four companies to provide quotes for the upgraded HVAC system. Absolute Comfort provided the lowest estimate.

Project Start Date: 4/15/21 **Estimated Completion Date:** 5/30/21

Budget Account Code: 10-560.50-10-00

Authorization:

☐ City Administrator: ____________ Date: ____________
☐ Department Head: Alysen Abel 5/5/21
☐ Mayor (if applicable): ____________ ____________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

CITY OF PARKVILLE · 8880 Clark Avenue · Parkville, MO 64152 · (816) 741-7676 · FAX (816) 741-0013

Work Authorization #10-2021

Date: **April 15, 2021**

Issued to: **Absolute Comfort Technologies, Inc.**
8248 NW 101st Terr., Ste. #16
Kansas City, MO 64153
816-442-8154

Project/Work Description: Train Depot
Title:
Scope of Work/Purpose: Heat Pump
See attached Estimate #21-1358

Total **$7,750.00**

Schedule and Price

Project Start Date:	4/15/2021
Estimated Completion Date:	5/30/2021
Latest Acceptable Date:	5/30/2021
Estimated Cost:	$7,750.00
Expenditure Limit:	$7,750.00
Budget Account Code:	10-560.50-10-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Charles Shockley President Signature: [signature]
Company: Absolute Comfort Technologies, Inc. Date: 4-23-21

Authorization:
Department Head: [signature] Date: 5/5/21
Alysen Abel, Public Works Director
City Administrator (if over $2,500): Date:
Joe Parente, City Administrator
Mayor (if over $10,000): Date:

Absolute Comfort Technologies, Inc.

8248 NW 101st Terr., Ste #16, Kansas City, MO 64153
Office: 816-442-8154 Fax: 816-442-8156
WWW.ABSOLUTECOMFORTTECH.COM

Estimate

Job Date:	4/9/2021
Job Number:	21-1358
Sales Rep:	Alec Loyd
Account Number:	1225

Bill To Address:
Art Gallery/Train Station
12303 NW FF Hwy.
Parkville, MO 64152

816-268-5068

Job Address:
Art Gallery/Train Station
8701 NW River Park Dr
Parkville, MO 64152

CAshley@parkvillemo.gov

PO #	Terms	Due Date	Summary	Status
	Due Upon Receipt		Estimate	

Item	Description	Quanity	Price	Amount
25HCE448AP03	25HCE448AP03, Carrier 14 SEER, 4 Ton, Single-Stage, R410A Heat Pump	1.00	0.00	$0.00
FB4CNP048L00	FB4CNP048L00, Carrier 4 Ton, Single-Stage, X-Drive Motor, Multi-Position Air Handler	1.00	0.00	$0.00
KFCEH3301C20	KFCEH3301C20, Carrier 20KW Electric Heat Strip	1.00	0.00	$0.00
L46-407	8476, AprilAire 4H/2C Programmable Thermostat (Heat Pump Compatible)	1.00	0.00	$0.00
Installation: Commercial HVAC System	Installation of New 4 Ton Carrier Heat Pump & Air Handler to Condition Northwest Side of the Gallery	1.00		$7,750.00

Scope of Work:
- Replace 4 Ton Carrier Systems with New Heat Pump & Air Handler
- Replace Thermostat with Heat Pump Thermostat & Run New Low Volt Wires with Proper Amount of Conductors
- Flush (x1) Line Sets
- Set Heat Pump on New & Leveled Pad
- Keep Existing Disconnect but Replace the Whips with New
- Set Air Handlers on Existing Return Air Support Box
- Clean and Reuse Existing Secondary Drain Pan
- Install New Overflow Safety Switche in the Secondary Drain Pan

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

Subtotal	$7,750.00
Sales Tax	$0.00
Total	$7,750.00
Balance Due	$0.00

Signature ______________________ Date ______________

Thank you for your business!

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: April 28, 2021

Department: Public Works

Low Bidder and Contract Amount:

Messenger's Lawn & Landscape
PO Box 24203
Overland Park, KS 66283

$377 per mow; $5,655 per year

General Scope of Work Description/Project:

Cemetery Mowing – Old Parkville Cemetery:

The Old Parkville Cemetery is owned and maintained by the City of Parkville. For the last 40 years, the cemetery has been impeccably maintained by Noel Derr. He also mowed the Walnut Grove Cemetery. Noel is no longer able to assist the City with the cemetery mowing.

Staff contacted four local landscape companies to provide bids for the work. Messenger's Lawn & Landscape provided the lowest bid, assuming the cemetery would be mowed 15 times per year. The contractor has agreed to lock in the price for a three-year period, in an on-call maintenance contract. That contract will be presented to the Board of Aldermen in a future action. This CA approval will allow the contractor to start work immediately.

The 2021 budget includes funding for cemetery mowing in the Administration budget.

Competitive Purchasing Information: (List bidder, address, and price):

Staff contacted four local landscape companies to provide bids for the work. Messenger's Lawn & Landscape provided the lowest price.

Project Start Date: 4/28/21 **Estimated Completion Date:** 12/31/21

Budget Account Code: 10-501.09-11-00

Authorization:

☐ City Administrator: [signature] Date: 4/28/21
☐ Department Head: Alysen Abel 4/28/21
☐ Mayor (if applicable):
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

April 27, 2021

Maintenance Agreement 2021 - 2021

Billing Information

To: City of Parkville
Address: 8880 Clark Ave
Parkville, MO 64152

Project Information

Property: Old Parkville Cemetery
Address: 5700-5760 MO-9
Parkville, MO 64152

TERMS: Beginning: **April 26, 2021** Ending: **December 31, 2021**

Base Contract Amount: **$5,655.00**

Contract No. - 15435

MAINTENANCE SPECIFICATIONS

Mowing 2021 Old Parkville Cemetery Included Services

Description of Services	Frequency	Cost per Occ.	Tax	Annual Cost
Turf Care				
Weekly Mow	15	$377.00	$0.00	$5,655.00
		Annual Maintenance Price	**$0.00**	**$5,655.00**

By Tony Fredericks
Tony Fredericks
Date 4/27/2021
Messengers Lawn & Landscape

By Joe Parente
Joe Parente
Date 4/28/21
Old Parkville Cemetery
City of Parkville

Alysen Makel
4/28/21

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: May 5, 2021

Department: Public Works

Low Bidder and Contract Amount:

Urban Tree Specialists
P.O. Box 901422
Kansas City, MO 64190

$3,500

General Scope of Work Description/Project:

Work Authorization #30 – Remove Hazardous Tree #5037:

On October 6, 2020, the Board of Aldermen approved an on-call agreement with Urban Tree Specialists for tree trimming services. The City maintains a tree inventory for the various trees that are in the riverfront parks. These trees are reviewed occasionally by staff and the on-call arborist to determine the overall health of the tree.

The certified arborist from Urban Tree Specialist reviewed the condition of a cottonwood tree located near the Park maintenance building. Based on the condition of the tree, the arborist recommends removal of the hazardous tree. They provided a cost estimate for the full removal and haul off of the debris.

The 2021 Parks maintenance budget includes funding for tree trimming.

Competitive Purchasing Information: (List bidder, address, and price):

The Board of Aldermen approved a 2-year on-call agreement with Urban Tree Specialists for the emergency and routine maintenance of the City's tree inventory.

Project Start Date: 5/3/21

Estimated Completion Date: 6/3/21

Budget Account Code: 10-525.07-52-00

Authorization:

☐ City Administrator: ______________ Date: ______________
☐ Department Head: Alysen Abel 5/5/21
☐ Mayor (if applicable): ______________ ______________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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Work Authorization #30-2021

Date: **May 3, 2021**
Issued to: **Urban Tree Specialists**
P.O Box 901422
KCMO 64190

Project/Work Description: Hazardous Tree Removal – XL tree near maintenance building w/ 1 dead stem (Tag #5037) Remove to ground level and remove all debris

Title:

- See attached Proposal

Total **$3,500.00**

Note: All work to be performed on a time and material basis as outlined in the contract dated 8/7/18

Schedule and Price

Project Start Date:	5/3/2021
Estimated Completion Date:	6/3/2021
Latest Acceptable Date:	6/3/2021
Estimated Cost:	$3,500.00
Expenditure Limit:	$3,500.00
Budget Account Code:	10-525.07-52-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Bret Cleveland - Owner-Member Signature: [signature]
Company: **Urban Tree Specialists** Date: 5/3/21

Authorization

Department Head: Alysen Abel Date: 5/5/21
Alysen Abel, Public Works Director

City Administrator (if over $2,500): ____________ Date: ____________
Joe Parente, City Administrator

Mayor (if over $10,000): ____________ Date: ____________
Nan Johnston, Mayor

Urban TREE Specialists

Rooted in a Greener Future

Parkville Parks and Recreation
Tom Barnard
8880 Clark Ave
Parkville, MO 64152

Proposal Date: 4/28/2021
Work Site: English Landing Park
Parkville, MO 64152

Proposed By: Bret Cleveland
Ad Source: City License
Work: 816-587-2593
Mobile: 816-215-4047

Qty	Plant	Location		Cost
1	Cottonwood		XL tree near maintenance building with 1 dead stem (Tag # 5037) -- Remove to ground level and remove all debris	$3,500.00

Subtotal:	**$3,500.00**
Tax:	**$0.00**
Total:	**$3,500.00**

Urban TREE Specialists
Rooted in a Greener Future

Terms and Conditions

It is agreed by and between Urban Tree Specialists LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Urban Tree Specialists LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee: Urban Tree Specialists LLC kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of $150.00 for incurred expenses.

Completion of Contract: Urban Tree Specialists LLC agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of compensation for delays.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Urban Tree Specialists LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Urban Tree Specialists LLC for any damages or costs incurred from the result thereof

Safety: Urban Tree Specialists LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 Tree Care industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

All Work to Conform to ANSI A300 Tree Care Management Standards for the arboricultural Industry unless otherwise specified in this proposal.

Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal will be removed to approximately soil grade unless specified otherwise. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal. Urban Tree Specialists LLC is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis.

Clean-up: Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Pavement and Hardscapes: Urban Tree Specialists LLC will do our best to avoid all damage to the customer's driveway(s), sidewalk(s), patio(s) and all other hardscaped areas, should any pavement or hardscape be damaged in any way, the customer agrees to indemnify Urban Tree Specialists LLC for any damages or costs incurred from the results thereof.

Lawn Repair: Urban Tree Specialists LLC will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full within 30 days of work completion. Failure to remit full payment within the payment term will result in a finance charge of 2.00% per month. Credit card payments will be assessed a 2% processing fee (MO only).

Returned Check Fee: There will be a $100.00 fee charged for all checks returned to our office for non-sufficient funds

Parkville
Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: May 21, 2021

Department: Public Works

Low Bidder and Contract Amount:

Absolute Comfort Technologies
8248 NW 101st Terr, Ste #16
Kansas City, MO 64153

$2,890.22

General Scope of Work Description/Project:

Work Authorization #11 – River Hills Lift Station:

The City operates six lift stations throughout the City. Each lift stations is inspected three times a week. Repairs are necessary periodically to keep the pump stations in working order. Although the generators are used infrequently, the generators are inspected monthly to ensure they are working properly.

The River Hills lift station has a backup generator when there is no power to the lift station. During the last inspection, Absolute found that the transfer switch needed to be repaired. They provided a quote to make the necessary repairs.

The 2021 Sewer Fund budget includes funding for maintenance of the pump stations.

Competitive Purchasing Information: (List bidder, address, and price):

On April 20, 2021, the Board of Aldermen approved an on-call services agreement with Absolute Comfort for the various routine and emergencies repairs to the City's sewer utility. This is primarily for assistance with generators.

Project Start Date: 4/13/21

Estimated Completion Date: 5/30/21

Budget Account Code: 30-501.06-12-00

Authorization:

☐ City Administrator: ____________ Date: ____________
☐ Department Head: Alysen Abel 5/21/21
☐ Mayor (if applicable): ____________ ____________
☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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Work Authorization #11-2021

Date: **April 13, 2021**
Issued to: **Absolute Comfort Technologies, Inc.**
8248 NW 101st Terr., Ste. #16
Kansas City, MO 64153
816-442-8154

Project/Work Description: River Hills Lift Station
Title:
Scope of Work/Purpose: Repair of Generator – Repair of failed transfer switch
See attached Invoice #21-1374

Total **$2,890.22**

Schedule and Price

Project Start Date:	4/12/2021
Estimated Completion Date:	5/30/2021
Latest Acceptable Date:	5/30/2021
Estimated Cost:	$2,890.22
Expenditure Limit:	$2,890.22
Budget Account Code:	30-501.06-12-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Charles Shockley / President Signature: Charles Shockley
Company: Absolute Comfort Technologies, Inc. Date:

Authorization:
Department Head: Alysen Abel Date: 5/21/21
Alysen Abel, Public Works Director
City Administrator (if over $2,500): Date:
Joe Parente, City Administrator
Mayor (if over $10,000): Date:

Absolute Comfort Technologies, Inc.

8248 NW 101st Terr., Ste #16
Kansas City, MO 64153
Office: 816-442-8154
Fax: 816-442-8156
www.absolutecomforttech.com

Estimate

Bill To Address:
Alliance Water C/O City of Parkville, MO

Alliance Water C/O City of Parkville, MO

Attn: Bob Kerbs
12303 NW FF Highway
Parkville, MO 64152

Job Address:
Parkville - River Hills Lift Station

P.O.C. Bob Kerbs
39.1968,-94.705395
Parkville, MO 64152

Job Date	Invoice #
4/12/2021	21-1374

Remit To:
Absolute Comfort Technologies, Inc
8248 NW 101st Terr., Ste #16
Kansas City, MO 64153

Account Contact	Contact Phone	Contact Email
Bob Kerbs		bkerbs@alliancewater.com

Site ID	Terms	Due Date	Customer P.O.	Invoice Type
	Net 30			

Item	Description	Quanity	Price	Amount
99-ATS CTRL	Replacement of failed transfer switch	1		$2,890.22
A040C964	OTEC125 - A040C964 (NSE)-3Ph-125A-480V - NEMA Type 3R	1	$0.00	$0.00

Diagnostic

By Christian A Shockley on 4/12/2021 at 9:38:25 AM: Bob is having issues with the generator, he has to manually jump start it. Call him when you're on your way 816-215-5690

Arrived to site, met Bob and discussed issues happening. tested battery and battery charger, both were bad, Bob went to Carquest to get replacement battery and charger, installed customer supplied battery, battery tender they gave him was too small. he is going to have them order a bigger one. Looked at ATS, found battery charger and ATS controller board disconnected, signs of battery charger burning up and frying boards inside ATS. Bob would like a quote on replacing ATS. I have attached numerous pictures of the ATS to get a quote submitted to Bob.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. **All quotes and estimates good for 30 days. **

Subtotal	$2,890.22
Sales Tax	$0.00
Total	$2,890.22
Balance Due	$0.00

Signature ______________________ Date ____________

Thank you for your business!

City of Parkville

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: May 21, 2021

Department: Public Works

Low Bidder and Contract Amount:

Absolute Comfort Technologies
8248 NW 101st Terr, Ste #16
Kansas City, MO 64153

$3,010.79

General Scope of Work Description/Project:

Work Authorization #12 – WWTF Generator:

The wastewater treatment plant has various sewer treatment operations that require power. The plant has a backup generator that is used during power outages. The generators are inspected monthly to ensure they are working properly. During the last inspection, Absolute found that the ATS controller and engine exerciser needed to be repaired. They provided a quote to make the necessary repairs.

The 2021 Sewer Fund budget includes funding for maintenance of the sewer plant.

Competitive Purchasing Information: (List bidder, address, and price):

On April 20, 2021, the Board of Aldermen approved an on-call services agreement with Absolute Comfort for the various routine and emergencies repairs to the City's sewer utility. This is primarily for assistance with generators.

Project Start Date: 4/9/21

Estimated Completion Date: 5/30/21

Budget Account Code: 30-501.06-01-00

Authorization:

- ☐ City Administrator: ______________ Date: ______________
- ☐ Department Head: Alysen Abel 5/21/21
- ☐ Mayor (if applicable): ______________ ______________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

Parkville
Missouri

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Work Authorization #12-2021

Date:	**April 9, 2021**
Issued to:	**Absolute Comfort Technologies, Inc.** **8248 NW 101st Terr., Ste. #16** **Kansas City, MO 64153** **816-442-8154**

Project/Work Description:	WWTF
Title:	
Scope of Work/Purpose:	Repair of Generator –Replace ATS controller and engine exerciser See attached Estimate #21-1355

Total **$3,010.79**

Schedule and Price

Project Start Date:	4/9/2021
Estimated Completion Date:	5/30/2021
Latest Acceptable Date:	5/30/2021
Estimated Cost:	$3,010.79
Expenditure Limit:	$3,010.79
Budget Account Code:	30-501.06-01-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Charles Shockley / President Signature: [signature]
Company: Absolute Comfort Technologies, Inc. Date:

Authorization:
Department Head: Alysen M Abel Date: 5/21/21
Alysen Abel, Public Works Director
City Administrator (if over $2,500): Date:
Joe Parente, City Administrator
Mayor (if over $10,000): Date:

1

Absolute Comfort Technologies, Inc.
8248 NW 101st Terr., Ste #16
Kansas City, MO 64153
Office: 816-442-8154
Fax: 816-442-8156
www.absolutecomforttech.com

Estimate

Bill To Address
Alliance Water
Attn: Bob Kerbs
12303 NW FF Highway
Parkville, MO 64152

Job Address
Alliance Water
Parkville Generators
Parkville, MO

Job Date	Job Number
4/9/2021	21-1355

Remit To:
Absolute Comfort Technologies, Inc
8248 NW 101st Terr., Ste #16
Kansas City, MO 64153

Account Contact	Contact Phone	Contact Email
Bob Kerbs	816-215-5690	bkerbs@alliancewater.com

Account Number	Terms	Due Date	Customer P.O.	Sales Rep
	Net 30			Glen Hinrichs

Item	Description	Quanity	Price	Amount
99-70002	Repair of Generator - Replace ATS controller and engine exerciser	1		$2,597.56
COM TRUCK<100	Truck Charge <100mi. - Communications Rate	1	$70.00	$70.00
COM LAB REG	Labor, Regular Time - Communications Rate	1	$108.00	$108.00

Gen Diag.

By Christian A Shockley on 4/9/2021 at 8:22:12 AM: Spoke with Richard Wilson and he said that the generator is continuously running. Call him when you're on your way.

Ray Runge

Arrived to site, spoke with Bob and Richard, found generator in off position (bob turned it off to stop it from running) found exerciser clock off, found water damage on exerciser, found moisture inside of ATS. Found seal not sealing at the top of the ATS door. Door top will need to be resealed. it has a 5/8" channel for the seal to sit into. I put the generator in auto and it started and transferred to generator power. I turned the generator back off, the ats transferred back to utility, I looked up wiring diagram, and found no external voltage sensing sensor/location. To verify, I called Asco and walked through it with their technical support. I checked voltage coming into the ATS controller on plug in P2 (high voltage plug) P2-1 to P2-4 had 480v, P2-4 to P2-10 had 480v, P2-1 to P2-10 had 480v. Conclusion: ATS needs a new controller, new exerciser clock, new keypad for ATS door and a new weather stripping seal for the top of the ATS door. Generator is in off position and not in service until ATS repairs are completed.

Pictures of everything are uploaded.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees.

Subtotal	$2,775.56
Sales Tax	$235.23
Total	$3,010.79
Balance Due	$0.00

Signature ______________________ Date ______________

Thank you for your business!

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: May 21, 2021

Department: Public Works

Low Bidder and Contract Amount:

FTC Equipment LLC
5238 Winner Road
Kansas City, MO 64127

$3,604.15

General Scope of Work Description/Project:

Work Authorization #79 – FF Hwy Pump Station:

The City operates six lift stations throughout the City. Each lift stations is inspected by staff three times a week. The pumps are inspected annually or as necessary by FTC to ensure they are working properly. Repairs are necessary periodically to keep the pump stations in working order.

Repairs are necessary for one of the pumps at the FF Hwy pump station. Although this pump station will be reconstructed, it is necessary to have this pump working properly until that capital improvement work can be completed.

The 2021 Sewer Fund budget includes funding for maintenance of the pump stations.

Competitive Purchasing Information: (List bidder, address, and price):

On February 22, 2021, the Board of Aldermen approved an on-call pump maintenance contract with FTC Equipment to maintain the pumps in the City's system.

Project Start Date: 5/4/21

Estimated Completion Date: 6/30/21

Budget Account Code: 30-501.06-01-00

Authorization:

- ☐ City Administrator: ______________________ Date: ______________
- ☐ Department Head: Alysen Makel 5/21/21
- ☐ Mayor (if applicable): ______________________ ______________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

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Work Authorization #79 -2021

Date:	May 4, 2021
Issued to:	FTC Equipment, LLC 5238 Winner Road Kansas City, MO 64127
Project/Work Description	FF Hwy Pump Station
Title:	Field Service Call
Scope of Work/Purpose:	Hwy FF P.S. – Estimate #12285

Schedule and Price

- See attached invoice for price breakdown

Total **$3,604.15**

Project Start Date:	May 4, 2021
Estimated Completion Date:	June 30, 2021
Latest Acceptable Date:	June 30, 2021
Estimated Cost:	$3,604.15
Expenditure Limit:	$3,604.15
Budget Account Code:	30-501.06-12-00

Acceptance of this work authorization constitutes agreement to perform the work described above in accordance with the City of Parkville Terms and Conditions for maintenance projects.

Name/Title: Angie Schlitzer / Operations Mgr Signature: Angie Schlitz
Company: FTC Equipment, LLC Date: 5/18/21

Authorization

Department Head: Alysen Abel Date: 5/21/21
Alysen Abel, Public Works Director

City Administrator (if over $2,500): Date:
Joe Parente, City Administrator

Mayor (if over $10,000): Date:
Nanette K. Johnston

FTC Equipment, LLC
5238 Winner Road
Kansas City, MO 64127

Phone: 816-833-7200
Fax: 816-833-1074

Quote

Date	Estimate #
4/22/2021	12285

Name/Address	Ship To
City of Parkville Attn: Accounts Payable 8880 Clark Avenue Parkville, MO 64152	City of Parkville WWTP 12303 NW FF Highway Parkville, MO 64152

Terms	Rep	FOB	W/O Number
Net 30	MAS	Factory	WK002160

Qty	U/M	Item	Description	Rate	TOTAL
			Facility: Highway FF PS Location: Station ID: 15-3612 4/21/2021 - Field Service Call to troubleshoot station. - Drove to the pump station. Pump 2's priming bulb was filled with solids and the suction hose was blocked. It was disassembled and cleaned. It was then put back together and tested. The pump primed on its own and held a prime. The same process was repeated for pump 1. Pump 1 was very noisy when test ran. The noise sounded like a bearing. The pump was removed from the volute and inspected. The customer requested the pump be taken back for repair due to them still being in the planning process for a pump station retrofit. Pump 2 was placed into lead and is operating properly. Cleaned up the job site.		
3.75	HR	Labor-MO-KA	Labor-MO	85.00	318.75
3.75	HR	Labor-MO-TA	Labor-MO	85.00	318.75
1		Truck	Service Truck Charge	150.00	150.00
1		MLS	Materials, Lubes, Solvents & Supplies	50.00	50.00
			Check, inspect, and estimate repair of Smith & Loveless Pump Model 4B3B, SN: No Tag / Motor Model 0150C-1HAN-0002, SN: 876825N-6, 15HP, 3PH, 230V, 38.6Amps, 1800RPM		
1	EA	60A110	Gasket, Seal Housing	4.21	4.21
4	EA	6L20DC	Cap Screw Hx HD 3/8-16X1	0.61	2.44
1	EA	6308-2Z/C3GJN	SKF Single Row Ball Bearing	77.32	77.32
1	EA	6310-2Z/C3GJN	Bearing, Outer	101.12	101.12
1	EA	60A28	Volute Gasket	52.72	52.72

We appreciate the opportunity to be of service to you!

TERMS AND CONDITIONS: Terms are net 30 days. Accounts not paid within terms are subject to a 1.5% service charge per month. Prices quoted are valid for 30 days from the date of this quote. Prices do not include any applicable taxes or freight charges. Freight is FOB factory. A convenience fee of 4% will be added to all credit card transactions.

Subtotal	
Sales Tax (8.85%)	
TOTAL	

Parkville Missouri

CITY ADMINISTRATOR

PURCHASING APPROVAL

City of Parkville

Preparation date: May 21, 2021

Department: Public Works

Low Bidder and Contract Amount:

George Butler Associates, Inc.
9801 Renner Blvd
Lenexa, KS 66219-9745

$5,000

General Scope of Work Description/Project:

Work Authorization #9 – Initial Traffic Study for PLP Ballfields:

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates (GBA). With the on-call contracts, staff can utilize the services of professional engineers and architects as project needs arise.

The PLP Ballfield design will start later this year. A key component of that design will be the traffic analysis. The City has engaged GBA to perform a 2-phased traffic study to evaluate the traffic associated with the proposed ballfields. The first phase of the traffic study will be the analysis of the existing roadways south of the railroad tracks. The second phase, which will be approved separately, will include additional Parkville streets.

Competitive Purchasing Information: (List bidder, address, and price):

On October 20, 2020, the Board of Aldermen approved an on-call professional services agreement with George Butler Associates.

Project Start Date: 5/10/21

Estimated Completion Date: 6/15/21

Budget Account Code: 41-550.08-03-00

Authorization:

- ☐ City Administrator: ____________________ Date: ____________
- ☐ Department Head: Alysen Abel 5/21/21
- ☐ Mayor (if applicable): ____________________ ____________
- ☐ Submit to the Finance Committee for Authorization (if requested by the City Administrator)

WA # 9-2021

Parkville Missouri

City of Parkville
Department of Public Works

Work Authorization

Preparation date: May 6, 2021

To: George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, KS 66219-9745

General Scope of Work Description/Project:

Provide professional design services for the Initial Phase of the Downtown Traffic Study

GBA will provide initial traffic evaluation at various intersection south of the railroad tracks in May 2021 to assist with initial design of the ballfields.

Note: Additional traffic evaluations will be performed in fall 2021 associated with the areas outside of the park to determine secondary access and the impact of the ballfield construction on the City's street network.

Sub-consultant GHA Proposal No. 2021.D243 - Attached	**$3,024.00**
Additional work performed by George Butler Associates	**$1,976.00**
	$5,000.00

Primary Tasks: (List task and hours):

Estimated Total: $ 5,000.00

Project Start Date: 5/10/21 **Estimated Completion Date:** 6/15/21

Budget Account Code: 41-501.08-03-00

Signature: ____________

Schedule:

Authorization:

☐ City Administrator: Date:
☐ Department Head:
☐ Mayor: Alysen Mabel 5/21/21

Finance Committee Meeting
Monday, April 26, 2021 3:30 PM
Administration Conference Room, City Hall

Draft Minutes

1. Call to Order

Chair Sportsman called the meeting to order at 3:33 p.m. A quorum was present.

Members Present: Chair Marc Sportsman, Vice Chair Dave Rittman, Nan Johnston and Robert Lock

City Staff Present: City Administrator Joe Parente, Police Chief Kevin Chrisman, Public Works Director Alysen Abel, Finance/Human Resources Director Matthew Chapman, Public Works Project Manager Chris Ashley and City Clerk Melissa McChesney

2. Financial Updates

A. City Administrator Approvals

City Administrator Joe Parente provided an overview of approvals made within his authority.

3. Action Items

A. Approve the minutes for the April 12, 2021, meeting

Dave Rittman moved to approve the minutes for the April 12, 2021, meeting. Robert Lock seconded; motion passed 4-0.

B. Approve a professional services agreement with The Austin Peters Group, Inc. to update the compensation and classification study market survey

Finance/Human Resources Director Matthew Chapman stated that a compensation and classification study was completed in 2017 and in order to remain competitive with peer communities staff recommended an update to the study. The law enforcement adjustments discussed at the Finance meeting on March 22 would be looked at separately.

City Administrator Joe Parente said that in the short-term staff would look into signing bonuses for new hires and opportunities through the stimulus program that could be used for public safety regarding the risks taken by first responders during the COVID-19 pandemic. Staff would look at hybrid options for interim measures for existing employees. He noted that the study would look at where the City was compared to peer communities and structural changes in the Police Department.

Rittman moved to approve a professional services agreement with The Austin Peters Group, Inc. to update the compensation and classification study market survey in an amount not to exceed $4,000. Lock seconded; motion passed 4-0.

C. Approve Work Authorization No. 76 with FTC Equipment to purchase an aeration basin blower for the wastewater treatment plant

Public Works Director Alysen Abel said that the aeration basin blower at the sewer plant incorporated air into the system to help process the wastewater. In 2020 the blower was repaired, but it needed to be replaced.

Rittman moved to I move to recommend that the Board of Aldermen approve Work Authorization No. 76 with FTC Equipment to purchase an aeration basin blower for the wastewater treatment plant in the amount of $11,345.65. Lock seconded; motion passed 4-0.

D. **Approve a construction agreement with McConnell & Associates for improvements to the frontage of Pocket Park**

Public Works Director Alysen Abel stated that the agreement was presented on April 12 and the Committee asked staff to research options to use bollards as an internal structure in concrete planters to improve the aesthetics of the area. She recommended that the Finance Committee approve the agreement to lock in the bid pricing and that any changes could be captured in change orders.

Public Works Project Manager Chris Ashley provided an overview of two options. The first option included three concrete barriers with built-in bollards and a concrete base that would be flush with the adjacent pavement and the cost was $2,500 per barrier. The Committee felt the option would not match the aesthetics of downtown. The second option included five concrete planters that would be placed over concrete-filled pipe bollards and the total cost was $3,750.

Rittman moved to recommend that the Board of Aldermen approve a construction agreement with McConnell & Associates for the installation of a bump out at the frontage of Pocket Park in the amount of $38,745 plus the addition of concrete planters in the amount of $3,750 for a total cost of $42,495. Lock seconded; motion passed 4-0.

4. Non-Action Items

5. Unfinished Business (postponed from prior meetings)

6. Other Business

7. Adjourn

Chair Sportsman adjourned the meeting at 4:23 p.m.

Submitted by:

____________________ ____________________

Melissa McChesney Approval Date
City Clerk

CITY OF PARKVILLE
Policy Report

Date: May 20, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a construction agreement with Gunter Construction for the Route 9 improvements from Highway 45 to Lakeview Drive (Public Works)

BACKGROUND:
On January 5, 2016, the Board of Aldermen adopted the Route 9 Corridor Study. The study contains preliminary engineering designs for multi-modal improvements at 12 project segments along Route 9 from Route 45 to Mattox Road in Riverside, Missouri. On March 15, 2016, the Board of Aldermen approved Resolution No. 16-004, approving and endorsing an application to the Mid-America Regional Council (MARC) for federal funding via the MARC 2016 Call for Projects to help fund transportation improvements along the Route 9 corridor from Route 45 to Clark Avenue. On January 5, 2017, the City received official award of $965,000 in federal funding through MARC.

On August 1, 2017, the Board of Aldermen approved a professional services agreement with George Butler Associates for the preliminary design of the Route 9 Improvements from Route 45 to Lakeview Drive in the amount of $223,560. Due to the uncertainty of additional funding through the Missouri Department of Transportation (MoDOT) Cost Share program, only the preliminary phase of the design was approved. The preliminary design included the production of right-of-way plans and utility coordination. The strategy of phasing the engineering services gives the Board of Aldermen another opportunity to review the professional services agreement for the final design phase.

The City received the Cost Share funding to improve Route 9 from Clark Avenue to Lakeview Drive. On May 15, 2018, Supplemental Agreement No. 2 was approved by the Board of Aldermen for the additional costs associated with the Route 9 improvements from Clark Avenue to Lakeview Drive.

Since that time, GBA staff has been working on the design and project management for the Route 9 project. There were several hurdles to clear with the acquisition of the easements and rights-of-way along the project corridor. There were also several utilities that required relocation to avoid conflict with the proposed improvements.

The City received final clearance from MoDOT to release the bid. The bid request was released in April. On May 13th, the City received responses from five contractors. The low bidder was Gunter Construction with a bid in the amount of $4,153,094.55. The engineers estimate for this project was $3,731,000. The bid from Gunter Construction is about 10% over the engineers estimate.

There are several reasons why the bids came in higher than the engineers estimate. The main reason is due to the shortage of materials such as steel and concrete. Based on conversations with MoDOT and other cities within the region, several projects are suffering the same cost increases.

BUDGET IMPACT:
The City is currently working with Baker Tilly to secure financing associated with this project. The financing discussion will be a separate item on this agenda.

ALTERNATIVES:
1. Approve a construction agreement with Gunter Construction for the Route 9 improvements from Hwy 45 to Lakeview Drive.
2. Provide feedback to staff related to the proposed Route 9 improvements project.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends approval of a construction agreement with Gunter Construction for the Route 9 improvements from Hwy 45 to Lakeview Drive.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
I move to recommend that the Board of Aldermen approve a construction agreement with Gunter Construction for the Route 9 improvements from Highway 45 to Lakeview Drive in the amount of $4,153,094.55.

ATTACHMENTS:
1. Bid Tabulation
2. Draft Agreement

BID TABULATION

Rt. 9 Improvements (Hwy 45 to Lakeview)
Bid Opening Thursday, May 13, 2021
10:05 a.m., City Hall Board Room

Bidder Name	BASE TOTAL
Gunter Construction Kansas City, KS	$4,153,094.55
Miles Excavating, Inc. Basehor, KS	$4,313,589.94
Radmacher Bros. Excavating Co., Inc. Pleasant Hill, MO	$4,558,164.18
Lineaweaver Construction, Inc. Lansing, KS	$4,993,804.40
Amino Bros. Co., Inc. Kansas City, KS	$5,252,110.17

(*) Recommended Award of Purchase

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the__________________________, (hereinafter referred to as the Owner) and____ of ____, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

____

____

____

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," “Notice to Proceed”, and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," “General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and “Missouri Standard Plans for Highway Construction”, including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this ________ day of _________________, 20___.

Alysen Abel, acting by and through the
City of Parkville, MO

By ____
Public Works Director - Parkville, MO

ATTEST: (SEAL)

____
[Attest Person Title Here and Printed Name]

Contractor Business Name

By ____
Authorized Contractor Signature

____
Printed Name of Signatory

ATTEST: (SEAL)

____
[Attest Person Title Here and Printed Name]

CITY OF PARKVILLE
Policy Report

Date: May 21, 2021

Prepared By:
Joe Parente, City Administrator

Reviewed By:
Rick McConnell - Bond Counsel

ISSUE:
Approve an ordinance authorizing the City to enter into a lease purchase agreement with BOFK, N.A., approving a declaration of trust with BOFK, N.A. to which certain Certificates of Participation will be executed for the purpose of financing and refinancing certain street project costs and approving certain other documents and the taking of certain actions necessary to deliver the Certificates of Participation (Administration)

BACKGROUND:
On January 5, 2016, the Board of Aldermen adopted the Route 9 Corridor Study that contained preliminary engineering designs for multimodal improvements for 12 project segments along Route 9 from Route 45 to Mattox Road in Riverside, Mo. On March 15, 2016, the Board of Aldermen approved an application to the Mid-America Regional Council (MARC) for federal funding for the first phase of improvements along the Route 9 corridor from Route 45 to Clark Avenue. On January 5, 2017, the City received official award of $965,000 in federal funding through MARC

On March 5, 2017, the Board of Aldermen adopted Ordinance No. 2889 authorizing a lease purchase transaction with Bank Liberty, which included financing for various street improvement projects inside the City, including the 2017 enhanced street improvement program and the first phase of the Route 9 Improvement Project. For the Route 9 project, there were two components funded with the Bank Liberty lease transaction. The first was $323,100 for the City's local cost share for a federal transportation grant. The funds for repayment of the debt are being provided by the 9 Highway Corridor Community Improvement District, which was established to help pay for the City's portion of the project costs. The second was for $1,020,300, supported by a $965,000 federal transportation grant (on February 18, 2020, the Board of Aldermen adopted an ordinance authorizing a first amendment to the lease purchase agreement extending the temporary financing until 2022. The amendment was with Central Bank of the Midwest, who acquired Bank Liberty).

On August 1, 2017, the Board of Aldermen approved a professional services agreement with George Butler Associates (GBA) to perform engineering design services for the first phase of the project.

In December 2017, the City was notified that it received a second grant for the project from the Missouri Department of Transportation (MoDOT) Cost Share program. The additional grant funds allowed the project to expand from the first phase, Highway 45 to Clark Avenue, to include a second phase, Highway 45 to Lakeview Drive. Both phases were combined into one project. By doing this, the City was able to leverage the two grants against each other, reducing the City's obligation for the grant regulations required cost share to pay for the project.

On May 15, 2018, the City entered into an agreement with GBA for a supplemental engineering agreement to complete the design for the expanded project. GBA completed the preliminary design work, and proceeded to the final design of the project. During the course of the design process, GBA was required to redesign portions of the project to accommodate potential conflicts related to the acquisition of property easements and right of away. The modifications kept some utilities within existing right of way, and reduced the areas for easements and additional right of way that had to be acquired from adjacent property owners. Utility relocation work commenced in 2019 and was mostly completed in 2020. Property and easement acquisitions were also mostly completed in 2020, with the exception of one parcel which required legal proceedings prior to an agreement being reached in January, 2021. In March 2021, MoDOT obtained approval from the Federal Transit Administration and authorized the bidding of the project. Bids were received earlier this month, and a contract award is before the Finance Committee for a recommendation to the Board of Aldermen on June 1, 2021.

The City intends to enter into a lease purchase agreement with a trustee to issue Certificates of Participation to finance the remaining costs for the project and, together with other available funds, prepay the prior lease purchase with Central Bank. The proposed financing/refinancing is $2,865,000, and includes $2,645,000 for the Route 9 Project and $220,000 in city road maintenance obligations from the 2017 issuance. The Route 9 financing will be supported by funds from the 9 Highway Corridor Community Improvement District (CID) and general city revenues. The remaining payment for the 2017 city road maintenance project will be made in 2022 out of the Transportation Fund.

Other sources of funding for the project includes the receipt of $2,699,500 in state and federal grants, a portion of which is obligated toward the refunding the extended 2017 Grant Anticipation financing. In addition, the City has available project funds remaining from the original financing, which has paid for the project design and property acquisition costs.

All funding sources combined, the City will have $4,403,095 available for the remaining project costs. This will cover the low construction bid of $4,153,096 and a contingency fund of $250,000. The contingency fund will mostly be utilized to pay for construction inspection and material testing, with a small reserve for change orders. Staff has had discussions with GBA concerning the potential for change orders related to this project. It is also examining alternatives for the payment of change orders, should they occur. At this point, a conservative figure for change orders has not been added to the contingency amount.

The proposed financing will require annual principal and interest payments through 2037, coinciding with the expiration of the CID. The CID collects a 1% sales tax from purchases made within the district. The funds will be applied toward the debt payments. Because of the final project cost, it is currently projected the CID will not generate adequate funding to support the total payments, resulting in the requirement for an annual appropriation from other city funds. The CID collections have ranged between $140,000 and $160,000 over the first three years. The estimated average annual principal and interest payment over the life of the bonds is $187,217. Any difference in annual CID collections and the scheduled payment will require an annual appropriation in the city's

General Fund or Transportation Fund operating budgets.

The City's Financial Advisor, Baker Tilly Municipal Advisors, and Bond Counsel, Armstrong Teasdale, are working on the details of the financing. The proposed ordinance (Attachment 1) authorizing a lease purchase agreement with the trustee, BOFK, N.A., will set forth the parameter's for the sale, which will also enable the timing of going to market with the bonds at a time determined to be most advantageous to the City. Also accompanying ordinance are the supporting documents for the transaction (Attachments 2 and 3). The draft structure of the Certificates of Participation from Baker Tilly is provided as Attachment 3.

<u>BUDGET IMPACT</u>:

The proposed financing for the Route 9 Project will be supported by revenues from the CID and an annual appropriation from the City's operating budget. The CID collects a 1% sales tax within the district, which has generated between $140,000 and $160,000 during its first three years. The average annual principal and interest payment is presently projected as $187,217. Any difference in CID collections and the annual payment will require an annual budget appropriation from either the City's General Fund, or Transportation Fund. Both the Certificates of Participation and the Route 9 Community Improvement Districts and scheduled to expire in 2037.

The project budget includes $250,000 in contingency funds for construction inspection, material testing, and change orders. Should the final costs for these items exceed this amount, the City would be required to appropriate additional funds for any overage.

<u>ALTERNATIVES</u>:

1. Approve the ordinance for the lease purchase agreement and the issuance of certificates of participation for the Route 9 Project and refinancing of certain remaining debt from the 2017 streets projects.
2. Provide direction to City Administration regarding the proposed debt financing for the Route 9 Project.
3. Postpone the item.

<u>STAFF RECOMMENDATION</u>:

Staff recommends approval of the ordinance authorizing the City to enter into a lease purchase agreement with BOFK, N.A. pursuant to which certain Certificates of Participation will be executed for Route 9 and City Road Capital Maintenance financing.

<u>POLICY</u>:

The recommendation was evaluated for compliance with the City's Debt Management Policy (Attachments 5 and 6).

<u>SUGGESTED MOTION</u>:

I move to recommend that the Board of Aldermen adopt an ordinance authorizing the City to enter into a lease purchase agreement with BOFK, N.A. pursuant to which certain certificates of participation will be executed for the purpose of financing and refinancing certain project costs for certain capital projects, including improvements to Route 9.

<u>ATTACHMENTS</u>:

1. Ordinance
2. Lease Purchase Agreement
3. Declaration of Trust
4. 2021A COP 5.19.21
5. Debt Management Policy
6. Debt Service Charts for Budget 2021

BILL NO. _______ **ORDINANCE NO. ________**

AN ORDINANCE AUTHORIZING THE CITY OF PARKVILLE, MISSOURI, TO ENTER INTO A LEASE PURCHASE AGREEMENT WITH BOKF, N.A. WHEREBY THE CITY WILL LEASE CERTAIN PROPERTY FROM THE BANK; APPROVING A DECLARATION OF TRUST BETWEEN BOKF, N.A. AND THE CITY PURSUANT TO WHICH CERTAIN CERTIFICATES OF PARTICIPATION WILL BE EXECUTED AND DELIVERED FOR THE PURPOSE OF FINANCING AND REFINANCING CERTAIN PROJECT COSTS FOR THE CITY; AND APPROVING CERTAIN OTHER DOCUMENTS AND THE TAKING OF CERTAIN ACTIONS NECESSARY TO DELIVER THE CERTIFICATES OF PARTICIPATION.

WHEREAS, the City of Parkville, Missouri (the "City"), desires to obtain financing for acquisition, construction, furnishing, equipping and installing of certain capital improvements, including improvements in the area of Route 9 in the City (the "Project") and to prepay an existing Lease Purchase Agreement entered into by the City and Central Bank of the Midwest, as successor in interest to BankLiberty, dated March 15, 2017, as amended (the "Prepaid Lease"), and paying certain costs related to such actions; and

WHEREAS, in order to accomplish the purposes set forth herein, the City desires to authorize the execution and delivery of not to exceed $2,900,000 of Certificates of Participation, Series 2021A (the "Certificates"); and

WHEREAS, in order to facilitate the foregoing and to provide financing to pay the cost thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable Lease Purchase Agreement (the "Lease Purchase Agreement") with the Trustee, pursuant to which the City will lease the Leased Property described therein on a year-to-year basis from the Trustee with an option to purchase;

2. Enter into a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking"), pursuant to which the City will agree to provide ongoing disclosure of financial and other information with respect to the Certificates; and

3. Enter into a Tax Compliance Agreement (the "Tax Compliance Agreement") with BOKF, N.A. with respect to the tax-exempt status of the interest portion of the rent paid under the Lease Purchase Agreement with respect to the Certificates.

4. Enter into the Declaration of Trust (the "Declaration of Trust") with BOKF, N.A., as trustee (the "Trustee"), pursuant to which the Trustee will execute the Certificates; and

WHEREAS, the City intends to take competitive bids for the sale of such Certificates;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, AS FOLLOWS:

Section 1. Authorization of Documents. The Lease Purchase Agreement, the Tax Compliance Agreement, the Declaration of Trust and the Continuing Disclosure Undertaking (collectively, the "City Documents") are hereby authorized and approved in substantially the forms submitted to and reviewed by the Board of Aldermen of the City on the date hereof, with such changes therein as shall be approved by the Mayor or the City Manager of the City, with the Mayor's or City Manager's execution thereof to be conclusive of the approval thereof, provided that such documents reflect the following final terms of the Certificates:

(a) The principal amount of the Certificates shall not exceed $2,900,000.
(b) The True Interest Cost of the Certificates shall not exceed 3%.
(c) The Certificates shall be subject to optional prepayment beginning not later than the year 2031.
(d) The weighted average maturity of the Series 2021A Certificates shall be between 5 years and 10 years.
(e) The final maturity of the Certificates shall be not later than the year 2037.

The obligation of the City to pay Basic Rent Payments (as defined in the Lease Purchase Agreement) under the Lease Purchase Agreement is limited to payment from Available Revenues (as defined in the Lease Purchase Agreement) and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease Purchase Agreement shall be construed so as to give effect to such intent.

The Mayor is hereby authorized and directed to execute and deliver the City Documents on behalf of the City. The City Clerk is hereby authorized to affix the City's seal thereto and attest said seal where appropriate.

Section 3. Sale of Certificates. The sale of the Certificates by competitive sale is hereby approved, subject to the limitations set forth in Section 2. The Mayor is authorized to accept the bid of the purchaser offering the lowest "true interest cost" to the City, upon the recommendation of the City's Municipal Advisor, Baker Tilly Municipal Advisors, LLC.

Section 4. Notice of Sale and Official Statement. The Notice of Sale and the Preliminary Official Statement, in substantially the forms presented to and reviewed by the Board of Aldermen on the date hereof, are hereby ratified and approved, and the final Official Statement is hereby adopted by supplementing, completing and amending the Preliminary Official Statement. The Mayor is hereby authorized to execute the Official Statement on behalf of the City.

Section 5. Further Authority. The City shall, and the officials and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the City Documents and the Project, and to prepay the Prepaid Lease on the earliest practical date.

Section 6. Severability. If any one or more of the terms, provisions or conditions of this ordinance shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, none of the remaining terms, provisions or conditions of this ordinance shall be affected thereby and each provision of this ordinance shall be valid and enforceable to the fullest extent permitted by law.

Section 7. **Effective Date.** This ordinance shall take effect and be in full force from and after its passage by the Board of Aldermen.

PASSED, SIGNED AND MADE EFFECTIVE BY THE BOARD OF ALDERMEN OF THE CITY OF PARKVILLE, MISSOURI, AND APPROVED BY THE MAYOR THIS _______ DAY OF ___________, 2021.

____
Mayor

(SEAL)

ATTEST:

____
City Clerk

LEASE PURCHASE AGREEMENT

between

BOKF, N.A.

and

THE CITY OF PARKVILLE, MISSOURI

Dated as of [Document Date], 2021

$[Amount]
CITY OF PARKVILLE, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2021A

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LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (the **"Lease"**), dated as of [Document Date], 2021, is entered into between **BOKF, N.A.,** a national banking association organized under the laws of the United State of America, as trustee (the **"Trustee"**), and the **CITY OF PARKVILLE, MISSOURI,** a third class city and political subdivision organized and existing under the laws of the State of Missouri (the **"City"**).

WITNESSETH:

WHEREAS, concurrently herewith the Trustee and the City are entering into a Declaration of Trust (as hereinafter defined) pursuant to which the Trustee will initially execute and deliver a series of Certificates (as defined in the Declaration of Trust) the proceeds of which will be used to provide the funds to (1) pay the costs of the acquisition and installation of certain improvements and equipment (the **"Project"**) described on **Schedule 2**, and (2) pay certain costs connected to the execution and delivery of the Certificates; and

WHEREAS, the Trustee desires to lease a portion of the Project (the **"Leased Property"**) described on **Schedule 1** to the City, all subject to the terms and conditions and for the purposes set forth in this Lease; and

WHEREAS, the City is authorized under the constitution and laws of the State of Missouri to enter into this Lease for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to any words and terms defined elsewhere in this Lease, capitalized words and terms as used in this Lease shall have the meanings given to such words and terms in the Declaration of Trust granted by the Trustee, as trustee and the City. Unless the context otherwise specifically requires or indicates to the contrary, the following terms as used in this Lease shall have the following meanings:

"Available Revenues" means, for any Fiscal Year, any balances of the City from previous Fiscal Years encumbered to pay Rent, amounts budgeted or appropriated by the City for such Fiscal Year plus any unencumbered balances of the City from previous Fiscal Years that are legally available to pay Rent during such Fiscal Year, plus all moneys and investments, including earnings thereon, held by the Trustee pursuant to the Declaration of Trust.

"Basic Rent" means the Basic Rent Payments comprised of a Principal Portion and an Interest Portion as set forth on **Exhibit A**, as **Exhibit A** may be revised as provided in **Section 3.09** of the Declaration of Trust and **Section 4.08** herein.

“Basic Rent Payment” means a payment of Basic Rent.

“Basic Rent Payment Date” means each ________ 1, and _______ 1 during the Lease Term, commencing on _________ 1, 2021.

“Business Day” means a day other than (a) a Saturday or Sunday, or (b) a day on which banks located in any city in which the principal corporate trust office of the Trustee or any paying agent is located are required or authorized by law to remain closed.

“Certificates” means the Series 2021A Certificates and any Additional Certificates.

“City” means the City of Parkville, Missouri, a third-class city and political subdivision duly created, organized and existing under and by virtue of the laws of the State of Missouri, and its successors.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Completion Certificate” means the certificate of the City given in accordance with **Section 5.03**.

“Completion Date” means the date of completion of the installation of the Project as that date shall be certified as provided in **Section 5.03**.

“Contract” means one of any agreements between the City and various parties, if any, providing for the acquisition and installation of various portions of the Project.

“Costs of the Project” means all reasonable or necessary expenses related or incidental to the acquisition and installation of the Project, including the expenses of studies, engineering services, legal and other special services and all other necessary and incidental expenses, including without limitation costs related to the issuance of the Certificates.

“Declaration of Trust” means the Declaration of Trust dated as of [Document Date], 2021, entered into between the City and the Trustee, as the same may from time to time be amended or supplemented in accordance with its terms.

“Event of Default” means an Event of Default as described in **Section 12.01**.

“Event of Nonappropriation” means an Event of Nonappropriation as described in **Section 3.04**.

“Fiscal Year” means the fiscal year of the City, currently the twelve-month period beginning January 1.

“Funds” means the Funds as defined in the Declaration of Trust.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

"Interest Portion" means the portion of each Basic Rent Payment that represents the payment of interest as set forth on **Exhibit A**.

"Lease" means this Lease Purchase Agreement, dated as of [Document Date], 2021, between the Trustee, as lessor, and the City, as lessee, as amended and supplemented from time to time in accordance with its terms.

"Lease Revenue Fund" means the Lease Revenue Fund as defined in the Declaration of Trust.

"Lease Term" means the Original Term and all Renewal Terms.

"Leased Property" means the improvements described on **Schedule 1**, including any modifications, additions, improvements, replacements or substitutions thereto or therefor.

"Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all reasonable expenses, including attorneys' fees, incurred in the collection thereof.

"Original Term" means the period from the delivery of this Lease until the end of the Fiscal Year then in effect.

"Principal Portion" means the principal portion of the Basic Rent Payments as set forth in **Exhibit A**.

"Project" means the improvements described on **Schedule 2**, including any modifications, additions, improvements, replacements or substitutions thereto or therefor.

"Purchase Price" means the amount designated as such in **Article X** that the City shall pay to the Trustee to purchase the Trustee's interest in the Leased Property.

"Purchaser" means ______________, the original purchaser of the Certificates.

"Renewal Term" means each renewal term of this Lease, each having a duration of one year and a term coextensive with then current Fiscal Year as provided in **Section 3.02**, except that the last possible Renewal Term shall end on _______ 1, 20____.

"Rent" means, collectively, Basic Rent and Supplemental Rent.

"Rent Payment" means a payment of Rent.

"Special Counsel" means Armstrong Teasdale LLP, or any other attorney or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds or other obligations issued by states and political subdivisions duly admitted to the practice of law before the highest court of any state of the United States of America.

"State" means the State of Missouri.

"Supplemental Declaration of Trust" means any amendment or supplement to the Declaration of Trust entered pursuant to **Article VIII** of the Declaration of Trust.

"Supplemental Lease" means any amendment or supplement to the Lease entered pursuant to **Section 13.05** herein.

"Supplemental Rent" means all amounts due hereunder other than Basic Rent.

"Supplemental Rent Payment" means a payment of Supplemental Rent.

Section 1.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

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

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

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

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

Section 1.03. Execution of Counterparts. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1.04. Severability. If any provision of this Lease shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Lease contained shall not affect the remaining portions of this Lease, or any part thereof.

Section 1.05. Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State.

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations of the City. The City represents and warrants, as of the date of delivery hereof, as follows:

(a) The City is a third-class city and political subdivision duly created, organized and existing under and by virtue of the laws of the State with full power and authority to enter into this Lease and the transactions contemplated thereby and hereby and to perform all of its obligations thereunder and hereunder;

(b) The City has full power and authority to enter into the transactions contemplated by this Lease and has been duly authorized to execute and deliver this Lease by proper action by its governing body. This Lease is a valid, legal and binding obligation of the City enforceable in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting creditor's rights generally;

(c) The lease of the Leased Property by the Trustee to the City, as provided in this Lease, is necessary, desirable, in the public interest and consistent with the permissible scope of the City's authority. The City hereby declares its current need for the Leased Property and its current expectation that it will continue to need and use the Leased Property for the maximum Lease Term;

(d) The City's financial statements that have been used in connection with any offering of the Certificates present fairly, in accordance with accounting principles generally accepted in the United States and applicable regulations consistently applied throughout the periods involved, the financial position of the City as at their respective dates and the revenues and expenses and changes in fund balances for the periods covered thereby;

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

(f) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the proceedings of the governing body of the City authorizing this Lease or the power or authority of the City to enter into this Lease or the validity or enforceability of this Lease or which, if adversely determined, would adversely affect the transactions contemplated by this Lease or the interest of the Trustee under this Lease;

(g) The City has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby the City's interests in any property now or hereafter included in the Leased Property shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by this Lease;

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

(i) Upon completion, the Project will be structurally sound and in compliance with all applicable building and design codes and the City's requirements; and

(j) The City has complied or will comply with any public bidding requirements that may be applicable to this Lease and the acquisition and installation of the Project.

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Leased Property. The Trustee hereby demises, leases and lets to the City, and the City rents, leases and hires from the Trustee, the Leased Property in accordance with this Lease for the Lease Term.

Section 3.02. Lease Term. The Original Term of this Lease shall terminate the last day of the current Fiscal Year. The Lease Term may be continued, solely at the option of the City, at the end of the Original Term or any Renewal Term for an additional one year, provided that the final Renewal Term shall not extend beyond _______ 1, 20___. At the end of the Original Term and at the end of each Renewal Term, unless the City has terminated this Lease pursuant to **Sections 3.04** or **10.01** and for no other reason, the City shall be deemed to have exercised its option to continue this Lease for the next Renewal Term. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except for any difference in the Rent as provided on **Exhibit A**.

Section 3.03. Continuation of Lease Term by the City. The City reasonably believes that legally available funds in an amount sufficient to make all payments of Rent during the Original Term and each of the Renewal Terms can be obtained. The City further covenants that its responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Rent may be paid, including making provision for such payments to the extent necessary in each proposed budget or appropriation request submitted for adoption in accordance with applicable provisions of law and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any Renewal Term is to be made in accordance with the City's normal procedures for such decisions by then current governing body of the City.

Section 3.04. Nonappropriation. The City is obligated only to pay periodic payments under this Lease as may lawfully be made from Available Revenues. If an Event of Nonappropriation occurs, this Lease shall be deemed terminated at the end of then current Original Term or Renewal Term. An

Event of Nonappropriation shall be deemed to have occurred if the City fails to budget, appropriate or otherwise provide for sufficient funds to pay Basic Rent and any reasonably anticipated Supplemental Rent to come due during the immediately following Renewal Term. The City agrees to deliver notice to the Trustee of such termination at least 90 days prior to the end of then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, the City agrees peaceably to transfer and surrender possession of the Leased Property to the Trustee.

Section 3.05. Enjoyment of Leased Property. The Trustee shall provide the City during the Lease Term with quiet use and enjoyment of the Leased Property, and the City shall during the Lease Term peaceably and quietly have, hold and enjoy the Leased Property, without suit, trouble or hindrance from the Trustee, except as expressly set forth in this Lease. The City shall have the right to use the Leased Property for any essential governmental or proprietary purpose of the City, subject to the limitations contained in this Lease.

Notwithstanding any other provision in this Lease, the Trustee shall have no responsibility to cause the Leased Property to be acquired or installed or to maintain or repair the Leased Property. The City shall comply with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Leased Property, as to the manner and use or the condition of the Leased Property. The City shall also comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried by the provisions of **Article VII**. The City shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this Section. Notwithstanding any provision contained in this Section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, or any such requirement, rule or regulation of an insurer and during such contest or review, the City may refrain from complying therewith, if the City furnishes, on request, to the Trustee, at the City's expense, indemnity satisfactory to the Trustee.

Section 3.06. Inspection. The Trustee and its agents shall have the right at all reasonable times and with reasonable notice during business hours to enter into and upon the property on which the Leased Property is located for the purpose of inspecting the Leased Property.

ARTICLE IV

RENT

Section 4.01. Basic Rent. The City shall promptly pay all Basic Rent, subject to **Sections 3.04** and **4.03**, in lawful money of the United States of America on each Basic Rent Payment Date in such amounts as are described on **Exhibit A**. A portion of each Basic Rent Payment is paid as, and represents payment of, interest as set forth on **Exhibit A** (said interest to be attributable to the various principal components in accordance with the per annum rates set forth on **Exhibit A**).

To provide for the timely payment of Basic Rent, the City shall pay to the Trustee for deposit in the Lease Revenue Fund not less than five Business Days before each Basic Rent Payment Date, the amount due on such Basic Rent Payment Date.

The City will, in accordance with the requirements of law and its normal budgeting procedures, fully budget and appropriate sufficient funds for the current Fiscal Year to make the Rent Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds will not be expended for other purposes.

Section 4.02. Supplemental Rent. The City shall pay, subject to **Sections 3.04** and **4.03**, as Supplemental Rent (a) all Impositions (as defined in **Article VI**); (b) all amounts required under **Sections 4.04** or **4.06** and all other payments of whatever nature which the City has agreed to pay or assume under this Lease; (c) all expenses, including attorneys' fees and expenses to the extent permitted by law, incurred in connection with the enforcement of any rights under this Lease by the Trustee; (d) all fees, charges and expenses of the Trustee as further provided in **Section 4.07**; and (e) any payments required to be made pursuant to the Arbitrage Instructions. Amounts required to be paid under this Section shall be paid directly to the person or entity owed.

Section 4.03. Rent Payments to Constitute a Current Expense and Limited Obligation of the City. NOTWITHSTANDING ANY OTHER PROVISION HEREOF, THE TRUSTEE AND THE CITY UNDERSTAND AND INTEND THAT THE OBLIGATION OF THE CITY TO PAY RENT HEREUNDER BE LIMITED TO PAYMENT FROM AVAILABLE REVENUES AND SHALL CONSTITUTE A CURRENT EXPENSE OF THE CITY AND SHALL NOT IN ANY WAY BE CONSTRUED TO BE A DEBT OF THE CITY IN CONTRAVENTION OF ANY APPLICABLE CONSTITUTIONAL OR STATUTORY LIMITATION OR REQUIREMENT CONCERNING THE CREATION OF INDEBTEDNESS BY THE CITY, NOR SHALL ANYTHING CONTAINED HEREIN CONSTITUTE A PLEDGE OF THE GENERAL TAX REVENUES, FUNDS OR MONEYS OF THE CITY, AND ALL PROVISIONS OF THIS LEASE SHALL BE CONSTRUED SO AS TO GIVE EFFECT TO SUCH INTENT.

Section 4.04. Advances. In the event the City shall fail to keep the Leased Property in good repair, the Trustee may, but shall be under no obligation to, maintain and repair the Leased Property and pay the cost thereof. All amounts so advanced by the Trustee shall constitute Supplement Rent for the then current Original Term or Renewal Term, and the City covenants and agrees to pay such amounts so advanced by the Trustee with interest thereon from the due date until paid at the Trustee's current prime rate plus 2% per annum or the maximum amount permitted by law, whichever is less. In accordance with Section 427.120 of the Revised Statutes of Missouri, unless the City provides evidence of the insurance coverage required by this Lease, the Trustee may purchase insurance at the City's expense to protect the Trustee's interests hereunder. This insurance may, but need not, protect the City's interests. The coverage that the Trustee may purchase may not pay any claim that the City may make or any claim that may be made against the City in connection with the Leased Property. The City may later cancel any insurance purchased by the Trustee, but only after providing evidence that the City has obtained insurance as required by this Lease. If the Trustee purchases insurance for the Leased Property, the City will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges the Trustee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Supplemental Rent. The costs of the insurance may be more than the cost of insurance the City may be able to obtain on its own.

Section 4.05. Credit against Basic Rent Payment Obligation. The City shall receive credit against its obligation to pay the Interest Portion or Principal Portion of Basic Rent to the extent moneys are on deposit in the Lease Revenue Fund and are available to pay the Interest Portion or the Principal Portion of Basic Rent represented by the Certificates.

Section 4.06. Net Lease; Rent Payments to be Unconditional. THIS LEASE IS INTENDED TO BE NET, NET, NET TO THE TRUSTEE, SUBJECT TO **SECTIONS 3.04, 4.03** AND **4.05**, AND THE OBLIGATIONS OF THE CITY TO MAKE PAYMENT OF THE RENT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SETOFF OR DEFENSE, FOR ANY REASON, INCLUDING ANY FAILURE OF THE PROJECT TO BE CONSTRUCTED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROJECT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

Nothing in this Lease shall be construed as a waiver by the City of any rights or claims the City may have against the Trustee under this Lease or otherwise, but any recovery upon such rights and claims shall be from the Trustee separately, it being the intent of this Lease that the City shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Basic Rent and Supplemental Rent. The City may, however, at its own cost and expense and in its own name or in the name of the Trustee, prosecute or defend any action or proceeding or take any other action involving third persons which the City deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the Trustee hereby agrees, subject to receipt by the Trustee of satisfactory indemnity in accordance with **Section 11.03** of the Declaration of Trust, to cooperate fully with the City and to take all action necessary to effect the substitution of the City for the Trustee in any such action or proceeding if the City shall so request.

Section 4.07. Compensation of the Trustee. The City shall, from time to time, upon the written request of the Trustee, (a) pay to the Trustee reasonable compensation for its services as agreed to by the City and the Trustee from time to time (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and (b) reimburse the Trustee for all reasonable advances, fees, charges and expenditures, including but not limited to, advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by it in the exercise and performance of its powers and duties hereunder. Compensation under this Section (except that the initial fee is to be paid on the delivery date of the Series 2021A Certificates) is to be paid as Supplemental Rent as set forth in **Section 4.02**. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder.

Section 4.08. Increased Basic Rent. Notwithstanding any other provision of this Lease, the Trustee and the City may enter into a Supplemental Lease or Supplemental Leases that increase the amount of Basic Rent payable by the City on any Basic Rent Payment Date in connection with any Additional Certificates issued under the Declaration of Trust, including any supplement thereto. Each such Supplemental Lease will include an amended **Exhibit A** reflecting separately the Principal Portion and the Interest Portion of Basic Rent allocable to the original Lease and to each Supplemental Lease due on each Basic Rent Payment Date as well as the total Basic Rent due on each Basic Rent Payment Date.

ARTICLE V

ACQUISITION AND INSTALLATION OF THE PROJECT

Section 5.01. Acquisition and Installation. The City represents, warrants, covenants and agrees as follows:

(a) It has entered into or will enter into Contracts providing for the acquisition and installation of the Leased Property in accordance with the plans and specifications or will acquire and install the Leased Property with City employees in accordance with the plans and specifications;

(b) It will cause the acquisition and installation of the Project to be completed with all reasonable dispatch in accordance with the applicable provisions of this Lease;

(c) All Contracts entered into or to be entered into by the City relating to such work shall be in accordance with all applicable requirements of the laws of the State and shall have the performance bonds required by **Section 7.01(d)**;

(d) It has obtained or shall obtain all necessary or required permits, licenses, consents and approvals that are material for the purchase, installation, operation and maintenance of the Project and shall comply with all lawful requirements of any governmental body regarding the use or condition of the Project, whether existing or later enacted or foreseen or unforeseen or whether involving any change in governmental policy or requiring structural or other change to the Project and irrespective of the cost of so complying;

(e) It will pay all fees, costs and expenses incurred in completing the Project or, to the extent there are moneys in the Project Fund available therefor, will request the Trustee to make such payments from the Project Fund in the manner hereinafter and in the Declaration of Trust provided;

(f) It will ask, demand, sue for and use its best efforts to recover and receive such sums of money, debts or other demand to which it may be entitled under any contract, order, receipt, guaranty, warranty, writing or instruction in connection with the purchase and installation of the Project; and

(g) It will use its best efforts, to the extent economically reasonable, to enforce the provisions of any contract, agreement, obligation, bond or other security in connection therewith, and any such amounts received in connection with the foregoing, after deduction of expenses incurred in recovering such amounts, for payment to the Trustee for deposit in the Project Fund if the Completion Date has not occurred or for deposit in the Lease Revenue Fund if the Completion Date has occurred.

If the purchase and installation of the Project or any portion thereof is delayed or fails to occur for any reason, there shall be no diminution in or postponement of the payments to be made by the City hereunder.

The Trustee is not the agent or representative of the City, and the City is not the agent of the Trustee, and this Lease shall not be construed to make the Trustee liable to materialmen, contractors, subcontractors, craftsmen, laborers or others for goods or services delivered by them in connection with the Project, or for debts or claims accruing to the aforesaid parties against the City. This Lease shall not create any contractual relation either expressed or implied between the Trustee and any materialmen, contractors, subcontractors, craftsmen, laborers or any other person supplying any work, labor or materials in connection with the Project. Notwithstanding anything herein or in the Declaration of Trust to the contrary, during the Lease Term, the Trustee shall not be deemed to exercise control over or be an operator or owner of the Project and shall not be responsible or liable for the operation, use and maintenance of the Project.

Section 5.02. Payment for the Project. Costs and expenses of every nature incurred in the acquisition and installation of the Project that qualify as Costs of the Project shall be paid by the Trustee from the Project Fund upon receipt by the Trustee of a completed request of the City signed by the Authorized Representative of the City and containing the statements, representations and certifications set forth in the form of such request attached to the Declaration of Trust as **Exhibit B**.

In making disbursements for Costs of the Project, the Trustee shall be entitled to conclusively rely upon each written requisition certificate executed by the Authorized Representative of the City without inquiry or investigation. It is understood that the Trustee shall *not* make any inspections of the Project nor any improvements thereon, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the acquisition or installation of the Project. The approval of each requisition certificate by the Authorized Representative of the City shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed.

Section 5.03. Completion Date; Excess Funds. The Completion Date shall be evidenced to Trustee upon receipt by the Trustee of a certificate signed by the Authorized Representative of the City (the **"Completion Certificate"**) stating (a) the date on which the installation of the Project was substantially completed, (b) that all other facilities necessary in connection with the Project have been purchased and installed, (c) that the Project and such other facilities have been purchased and installed in accordance with the plans and specifications therefor and in conformance with all applicable zoning, planning, building, environmental and other similar governmental regulations, (d) that, except for Costs of the Project described in accordance with clause (e), all Costs of the Project have been paid, and (e) the amounts, if any, to be retained in the Project Fund for the payment of Costs of the Project, if any, not yet due or Costs of the Project whose liability the City is contesting, and amounts that otherwise should be retained and the reasons they should be retained. The Completion Certificate may state that it is given without prejudice to any rights of the City that then exist or may subsequently come into being against third parties. Any amounts remaining in the Project Fund that are not needed to pay any remaining Costs of the Project shall be transferred to the Lease Revenue Fund.

Section 5.04. Warranties. The Trustee hereby assigns to the City for and during the Lease Term, all of its interest in all warranties, guarantees or other contract rights against any architect, contractor, subcontractor or supplier, expressed or implied, issued on or applicable to the Project, and the Trustee hereby authorizes the City to obtain the customary services furnished in connection with such warranties, guarantees or other contract rights at the City's expense. The City's sole remedy for the breach of such warranties, guarantees or other contract rights shall be against any architect, contractor, subcontractor or supplier, and not against the Trustee, nor shall such matter have any effect whatsoever on the rights of the Trustee with respect to this Lease, including the right to receive full and timely Basic

Rent Payments and Supplemental Rent Payments. The City expressly acknowledges that the Trustee does not make nor has it made any representation or warranty whatsoever as to the existence or availability of such warranties, guarantees or other contract rights of the manufacturer or supplier of any portion of the Project.

Section 5.05. DISCLAIMER OF WARRANTIES. THE TRUSTEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL THE TRUSTEE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR THE CITY'S USE OF THE PROJECT OR ANY PART THEREOF.

Section 5.06. Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Costs of the Project and to complete fully the Project lien free, the City shall pay, in cash, the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials and services as the same shall become due. The Trustee is not obligated to pay and shall not be responsible for any such deficiency, and the City shall save the Trustee whole and harmless from any obligation to pay such deficiency.

ARTICLE VI

IMPOSITIONS

Section 6.01. Impositions. The City shall bear, pay and discharge, before the delinquency thereof, as Supplemental Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Leased Property, including any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of the Trustee or encumber the Leased Property (all of the foregoing being herein referred to as **"Impositions"**).

Section 6.02. Contest of Impositions. The City shall have the right, in its own name or in the Trustee's name, to contest the validity or amount of any Imposition which the City is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least ten days before the Imposition complained of becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Trustee shall notify the City that, in the opinion of counsel, by nonpayment of any such items the interest of the Trustee in the Leased Property will be endangered or the Leased Property or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay such taxes, assessments or charges or provide the Trustee with full security against any loss which may result from nonpayment in form satisfactory to the Trustee. The Trustee agrees to cooperate with the City in connection with any and all administrative or judicial proceedings related to Impositions. The City shall hold the Trustee whole and harmless from any costs and expenses the Trustee may incur with respect to any Imposition.

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.01. Insurance Required. The City shall, during the Lease Term, cause the Leased Property to be kept continuously insured against such risks customarily insured against for facilities such as the Leased Property and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Leased Property against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the greater of the Principal Portion of the Certificates then Outstanding or the replacement value of the Leased Property and issued by such insurance company or companies authorized to do business in the State as may be selected by the City. The policy or policies of such insurance shall name the City and the Trustee as insureds, as their respective interests may appear. All proceeds from such policies of insurance shall be applied as provided in **Article IX**;

(b) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which the City and the Trustee are named as insureds, in amounts equal to the City's customary insurance practice for bodily injury (including death) but in no event less than the limitation on awards for liability in effect from time to time under Section 537.610, R.S.Mo., and for property damage arising out of or in any way relating to the condition or the operation of the Leased Property (subject to reasonable loss deductible clauses not to exceed $25,000);

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

(d) Performance and labor and material payment bonds with respect to the Contracts in the full amount of the Contracts from surety companies qualified to do business in the State.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by the City to the Trustee. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least 30 days' written notice to the City and the Trustee.

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

The City may elect to be self–insured for all or any part of the foregoing requirements of this **Section 7.01** if (i) the City annually obtains a written evaluation with respect to such self-insurance program from an individual or firm selected by the City and acceptable to the Trustee qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the City and having a favorable reputation for skill and experience in making such surveys and recommendations (an **"Insurance Consultant"**), (ii) the evaluation is to the effect that the self-insurance program is sound,

(iii) unless the evaluation states that such reserves are not necessary, the City maintains adequate reserves for the self-insurance program, and (iv) in the case of workers' compensation, adequate reserves created by the City for such self-insurance program are maintained in such amount and manner as are acceptable to the State. The City will pay any fees and expenses of such Insurance Consultant in connection therewith.

Section 7.02. Enforcement of Contract and Surety Bonds. In the event of material default of any contractor or subcontractor under a Contract or any other contract made in connection with the acquisition and installation of the Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the City will promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the City against the contractor or subcontractor in default and against each surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the City of any amounts theretofore paid by the City not previously reimbursed to the City for correction or remedying of the default which gave rise to the proceedings against the contractor or subcontractor or surety, shall be paid to the Trustee for deposit in the Project Fund if received before the Completion Date and, if such funds are received after the Completion Date, for deposit in the Lease Revenue Fund to be used solely for the purpose of paying Basic Rent under this Lease.

Section 7.03. Release and Indemnification. To the extent permitted by law, the City shall indemnify, protect, hold harmless, save and keep the Trustee and its officials, officers, shareholders, employees, directors, attorneys and agents harmless from and against any and all liability, obligation, loss, claim, tax (other than income taxes or other taxes on or attributable to Rent Payments, if any, which are received by the Trustee in its individual capacity) and damage whatsoever and all expenses in connection therewith (including attorneys' fees and expenses) that are not caused by the negligence or willful misconduct of the Trustee, its agents or employees arising out of or as the result of (a) the entering into of this Lease and the Declaration of Trust, (b) the acquisition and installation of the Project, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term, and/or (d) the breach of any covenant by the City herein or any material misrepresentation by the City contained herein; provided that the City shall have the right to conduct the Trustee's defense through counsel designated by the City and approved by the Trustee, which approval shall not be unreasonably withheld. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease and the Declaration of Trust or the termination of this Lease for any reason.

ARTICLE VIII

COVENANTS OF THE CITY

Section 8.01. Maintenance and Modification of Leased Property by the City. The City will at its own expense (a) keep the Leased Property in a safe condition, (b) with respect to the Leased Property, comply with all applicable health and safety standards and all other industrial requirements or restrictions enacted or promulgated by the State, or any political subdivision or agency thereof, or by the government of the United States of America or any agency thereof, and (c) keep the Leased Property in good repair and in good operating condition and make from time to time all necessary repairs thereto and renewals and replacements thereof; provided, however, that the City will have no obligation to operate, maintain, preserve, repair, replace or renew any element or unit of the Leased Property the maintenance, repair, replacement or renewal of which becomes uneconomical to the City because of damage, destruction or obsolescence, or change in economic or business conditions, or change in government standards and regulations. The City shall not permit or suffer others to commit a nuisance in or about the Leased Property or itself commit a nuisance in connection with its use or occupancy of the Leased Property. The City will pay all costs and expenses of operation of the Leased Property.

The City may, also at its own expense, make from time to time any additions, modifications or improvements to the Leased Property that it may deem desirable for its business purposes and that do not materially impair the structural strength or effective use, or materially decrease the value, of the Leased Property. All additions, modifications or improvements made by the City pursuant to the authority of this Section shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be pursued to completion with due diligence and (c) when completed, be deemed a part of the Leased Property.

During the Lease Term, the Leased Property will be used by the City only for the purpose of performing essential governmental or proprietary functions of the City consistent with the permissible scope of the City's authority.

Section 8.02. Tax Covenants.

(a) The City covenants for the benefit of the purchasers and Owners of the Certificates from time to time Outstanding that so long as any of the Certificates remain Outstanding, it will not take any action or permit any action to be taken or omit to take any action or permit the omission of any action reasonably within its control which action or omission will cause any Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code, which will cause any Certificates to be subject to treatment under Section 141 of the Code as "private activity bonds."

(b) The City covenants and agrees that it will pay or provide for the payment from time to time of all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any Treasury Regulations applicable to the Certificates from time to time. The City specifically covenants to pay or cause to be paid to the United States the required rebate amounts at the times and in the amounts as determined by the Treasury Regulations and the Arbitrage Instructions. Notwithstanding anything to the contrary contained herein, the Arbitrage Instructions may be amended or replaced if, in the written opinion of Special Counsel, such amendments will not adversely affect the federal tax status of any Certificates Outstanding.

(c) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Certificates pursuant to **Article X** of the Declaration of Trust or any other provision of the Declaration of Trust, until the final maturity date of all Certificates Outstanding.

Section 8.03. The City's Continuing Existence. The City 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.

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation. The City shall bear the risk of loss with respect to the Leased Property during the Lease Term. If (a) the Leased Property 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 Leased Property or any part thereof shall be nonexistent or deficient or 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, the City will cause the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Leased Property, unless the City shall have exercised its option to purchase the Trustee's interest in the Leased Property by making payment of the Purchase Price as provided herein. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the Trustee who shall deposit such moneys as set forth in the Declaration of Trust.

If the City determines that the repair, restoration, modification or improvement of the Leased Property is not economically feasible or in the best interest of the City, then, in lieu of making such repair, restoration, modification or improvement and if permitted by law, the City shall promptly purchase the Trustee's interest in the Leased Property pursuant to **Section 10.01(c)** by paying the Purchase Price and such Net Proceeds shall be applied by the City to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price shall belong to the City.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 9.01** and the City has not elected to purchase the Trustee's interest in the Leased Property pursuant to **Section 10.01(c)**, the City shall complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if the City shall make any payments pursuant to this Section, the City shall not be entitled to any reimbursement therefor from the Trustee nor shall the City be entitled to any diminution of Rent.

Section 9.03. Eminent Domain.

(a) Under Missouri statutes, the City has the power to condemn property for its purposes, and the City acknowledges that condemnation of the Leased Property would adversely affect the Trustee. The City and the Trustee have reached agreement on the terms of the acquisition of the Leased Property, at City's option, and to the use of the Leased Property, all as set forth in this Lease. Any acquisition of the Trustee's interest in the Leased Property or rights to its use by the City (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rent Payments and the applicable Purchase Price. If the City allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to exercise its option to purchase at the conclusion of the maximum Lease Term or failure to cure an Event of Default), that action shall constitute an irrevocable determination by the City that the Leased Property is not required by it for any public purpose for the term of this Lease.

The City hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Leased Property, the appraisement value of the

Leased Property shall not be less than the Rent Payments then due plus the then applicable Purchase Price.

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

ARTICLE X

OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01. Purchase Option. The City shall have the option to purchase the Trustee's interest in the Leased Property, upon giving written notice to the Trustee at least 30 days before the date of purchase, at the following times and on the following terms:

(a) At any time on or after ______ 1, 20___, upon payment in full of Rent Payments then due hereunder plus a Purchase Price equal to the remaining Principal Portions of Basic Rent for the maximum Lease Term plus the Interest Portion of Basic Rent accrued to the prepayment date;

(b) On any date upon deposit of funds or Government Obligations or both with the Trustee in accordance with **Article X** of the Declaration of Trust in the amount necessary to provide for the Basic Rent Payments until and on the prepayment date, and the Purchase Price calculated as described in (a) above on the Certificates; or

(c) In the event of substantial damage to or destruction or condemnation (other than condemnation by the City or any entity controlled by or otherwise affiliated with the City) of, or loss of title to, substantially all of the Leased Property, or as a result of changes in the Constitution of Missouri or legislative or administrative action by the State or the United States, this Lease or the Declaration of Trust becomes unenforceable, on the date the City specifies as the purchase date in the City's notice to the Trustee of its exercise of the purchase option, upon payment in full of the Rent Payments then due hereunder plus then remaining Principal Portions of Basic Rent for the maximum Lease Term and the Interest Portion of Basic Rent to the purchase date.

Upon payment in full of all Rent Payments calculated as described above, the City shall be deemed to have purchased the Leased Property pursuant to this Section.

Section 10.02. Partial Prepayment. At the option of the City the Series 2021A Certificates will be subject to optional partial prepayment as described in the Declaration of Trust, at which time the Rental Payments hereunder may be partially prepaid in the same amounts.

Section 10.03. Determination of Fair Rent and Purchase Price. The City hereby agrees and determines that the Rent hereunder during the Original Term and any Renewal Term represents the fair value of the use of the Leased Property and that the Purchase Price required to exercise the City's option to purchase the Trustee's interest in the Leased Property pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term, the fair Purchase Price of the Leased Property. The City hereby determines that the Rent does not exceed a reasonable amount so as to place the City under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Leased Property hereunder. In making such determinations, the City has given consideration to the Costs of the Project, the uses and purposes for which the Leased Property will be employed by the City, the benefit to the City by reason of the acquisition and installation of the Leased Property and the use and occupancy of the Leased Property pursuant to the terms and provisions of this Lease and the City's option to purchase the Leased Property. The City hereby determines and declares that the acquisition and installation of the Project and the leasing of the Leased Property pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Project were performed by the City other than pursuant to this Lease. The City hereby determines and declares that the maximum Lease Term does not exceed the useful life of the Leased Property.

ARTICLE XI

ASSIGNMENT

Section 11.01. Assignment and Subleasing by the City. Except as hereinafter expressly provided, none of the City's right, title and interest in, to and under this Lease and in the Leased Property may be assigned or encumbered by the City for any reason; except that the City may sublease any one or more parts of the Leased Property if the City obtains and delivers to the Trustee an Opinion of Special Counsel that such subleasing will not adversely affect the tax status of the Interest Portion of the Basic Rent Payments. Any such sublease of all or part of the Leased Property shall be subject to this Lease and the rights of the Trustee in, to and under this Lease and the Leased Property.

ARTICLE XII

EVENTS OF DEFAULT

Section 12.01. Events of Default Defined. Any of the following shall constitute an "Event of Default" under this Lease:

(a) Failure by the City to make any deposits required by **Section 4.01** to pay Basic Rent in the Lease Revenue Fund at the time specified herein;

(b) Failure by the City to make any Supplemental Rent Payment when due and the continuance of such failure for ten days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee;

(c) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in subparagraph (a) or (b) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to the City by the Trustee unless such party shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, such party will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the City within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by the City in or pursuant to this Lease or the execution, delivery or performance of either of them shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(e) Any provision of this Lease shall at any time for any reason cease to be valid and binding on the City, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by the City or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of the Trustee; or

(f) The City becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian for the City or a substantial part of its property; or in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed by the City or a substantial part of its property and is not discharged within 60 days; or any bankruptcy, reorganization, debt arrangement, moratorium or any proceeding under bankruptcy or insolvency law, or any dissolution or liquidation proceeding, is instituted by or against the City and, if instituted against the City, is consented to or acquiesced in by the City or is not dismissed within 60 days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, the Trustee shall have the right, without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to the City, the Trustee may declare all Rent payable by the City hereunder to the end of then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, the Trustee may take possession of the Leased Property (in which event the City shall take all actions necessary to authorize, execute and deliver to the Trustee for the remainder of the Trustee's leasehold term all documents necessary to vest in the Trustee all of the City's interest in the Leased Property), and sell the Leased Property or lease the Leased Property or, for the account of the City, sublease the Leased Property continuing to hold the City liable for the difference between (a) the Rent payable by the City hereunder for then current Original Term or Renewal Term, as the case may be, and (b) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of the Trustee in exercising its remedies under this Lease, including without limitation all expenses of taking possession, removing, storing, reconditioning, and selling or leasing or subleasing the Leased Property and all brokerage, auctioneers and attorneys' fees);

(c) The Trustee may terminate any rights the City may have in any funds held by the Trustee under the Declaration of Trust; and

(d) The Trustee may take whatever action at law or in equity necessary or desirable to enforce its rights in the Leased Property and under this Lease.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices. All notices, certificates or other communications to be given or to be served upon any party in connection with this Lease shall be given in accordance with **Section 12.03** of the Declaration of Trust.

Section 13.02. Title to Leased Property. Title to the Leased Property shall vest in the City subject to Trustee's rights under this Lease; provided that title thereto shall thereafter immediately and without any action by the City vest in Trustee and the City shall immediately surrender possession thereof to Trustee upon (i) any termination of this Lease without the City exercising its option to purchase pursuant to **Section 10.01** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Trustee pursuant to this Section shall occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, the City shall execute and deliver any such instruments as the Trustee may request to evidence such transfer.

Section 13.03. Personal Property. The Trustee and the City agree that the Leased Property is and will remain personal property. The Leased Property will not be deemed to be affixed to or a part of the real estate on or under which it may be situated, notwithstanding that the Leased Property or any part thereof may be or hereafter become in any manner physically affixed to, buried in or otherwise attached to such real estate or any building thereon. Upon the request of the Trustee, the City will, at the City's expense, furnish a waiver of any interest in the Leased Property from any party having an interest in any such real estate or building.

To secure the payment of all of the City's obligations under this Lease, to the extent permitted by law, the Trustee retains a security interest in Leased Property and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. The City shall execute all additional documents, including financing statements, affidavits, notices and similar instruments that are necessary or appropriate to establish and maintain such security interest. The City agrees that financing statements with respect to the Leased Property may be filed.

Section 13.04. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Trustee and the City and their respective successors and assigns.

Section 13.05. Amendments, Changes and Modifications. This Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of the Trustee and the City and as provided in the Declaration of Trust.

Section 13.06. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Trustee and the City have caused this Lease to be executed in their names by their duly authorized representatives as of the date first above written.

BOKF, N.A., as Trustee

By: ____
Name:
Title:

CITY OF PARKVILLE, MISSOURI

By ____
Name: Nanette Johnston
Title: Mayor

(SEAL)

ATTEST:

____
Name: Melissa McChesney
Title: City Clerk

SCHEDULE 1

TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF LEASED PROPERTY

The Leased Property consists of the following:

SCHEDULE 2

TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF PROJECT

The Project consists of the following:

EXHIBIT A

SCHEDULE OF BASIC RENT PAYMENTS AND PURCHASE PRICE

SERIES 2021A CERTIFICATES

Rental Payment Date	Principal Component	Interest Component	Option Purchase Price on Rental Payment Date through but excluding next Rental Payment Date*

DECLARATION OF TRUST

between

BOKF, N.A.

AND

CITY OF PARKVILLE, MISSOURI

Dated as of [Document Date], 2021

$[Amount]
CITY OF PARKVILLE, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2021A

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(This Table of Contents is for convenience of reference only and is not a part of this Declaration of Trust.)

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DECLARATION OF TRUST

THIS DECLARATION OF TRUST (the **"Declaration of Trust"**), dated as of [Document Date], 2021, is entered by and between **BOKF, N.A.,** Kansas City, Missouri, a national banking association organized and existing under the laws of the United States of America, as trustee (the **"Trustee"**), and the **CITY OF PARKVILLE, MISSOURI**, a fourth-class city and political subdivision organized and existing under the laws of the State of Missouri (the **"City"**).

WITNESSETH:

WHEREAS, concurrently herewith the Trustee and the City have entered into a Lease Purchase Agreement dated as of [Document Date], 2021 (as the same may be amended or supplemented in accordance with its terms from time to time, the **"Lease"**), pursuant to which the Trustee will lease to the City the hereinafter defined Leased Property and will grant the City an option to purchase the Trustee's interest in the Leased Property; and

WHEREAS, Certificates of Participation substantially in the form of **Exhibit A** (the **"Series 2021A Certificates"**), each such Certificate evidencing a proportionate interest of the Registered Owner thereof in rights under the Lease, will be executed and delivered hereunder, and the proceeds from the sale of the Series 2021A Certificates will be used to provide the funds to (1) pay the costs of acquiring and installing the Leased Property (defined herein) and certain other improvements for the City (collectively, the **"Project"**) and prepaying an existing lease purchase agreement as further described herein, and (2) pay certain costs connected to the execution and delivery of the Series 2021A Certificates; and

WHEREAS, the Trustee is obligated to pay the costs of the Project only from funds available from the sale of the Series 2021A Certificates; and

WHEREAS, the Trustee and the City are executing this Declaration of Trust to set forth the terms of the Series 2021A Certificates and Additional Certificates, as hereinafter defined and authorized (the Series 2021A Certificates and said Additional Certificates being referenced collectively as the **"Certificates"**), the security therefor and other provisions respecting the Certificates,

DECLARATION CLAUSES

NOW, THEREFORE, in order to secure the payment of the principal of, premium, if any, and interest on the Certificates, and to secure the performance and observance of all covenants and conditions therein and herein contained and to declare the terms and conditions upon, and subject to which the Certificates are intended to be sold, held, secured and enforced, and in consideration of the premises set forth herein and of the purchase and acceptance of the Certificates by the Owners thereof, the Trustee has executed and delivered this Declaration of Trust and does declare that it will hold all of the assets, property and interests received by it under the terms of this Declaration of Trust and the Lease and all agreements and instruments contemplated hereby or thereby (except any compensation, indemnification or other amounts which may be due directly to the Trustee hereunder or thereunder) (collectively, the **"Trust Estate"**), as trustee, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Certificates, without privilege, priority or distinction as to the lien or otherwise of any of the Certificates over any of the other Certificates;

PROVIDED, HOWEVER, that, except as otherwise hereinafter provided in this clause, if the principal of and premium, if any, and interest due or to become due with respect to the Certificates are paid or provision made therefor in accordance with **Article X**, at the times and in the manner mentioned in the Certificates according to the true intent and meaning thereof, and provision shall have also been made for paying all sums payable under the Lease by the City in accordance with **Article X**, then this Declaration of Trust and the rights hereby granted shall cease, determine and be void except as provided in **Article X**;

THIS DECLARATION OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Certificates are to be sold, executed and delivered and all said rights and interests are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Trustee has agreed and covenanted, and does hereby agree and covenant, with the respective Owners of the Certificates as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to words and terms defined in the Lease and elsewhere in this Declaration of Trust, the following words and terms used in this Declaration of Trust shall have the following meanings, unless some other meaning is plainly intended:

"Additional Certificates" means any Certificates executed and delivered pursuant to **Section 3.09**.

"Arbitrage Instructions" means the Arbitrage Investment Instructions included in the Tax Compliance Agreement.

"Authorized Representative" means the Mayor, City Administrator or Finance Director of the City or any other person designated as an Authorized Representative by the Mayor, such designation being approved by the Mayor in writing that is filed with the Trustee.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York.

"Certificate Payment" means the payments to be made to the Owners of the Certificates, whether representing Interest Portion only or Principal Portion and Interest Portion of Basic Rent under the Lease.

"Certificates" means the Series 2021A Certificates and any Additional Certificates.

"Directive" means an instrument in writing executed in one or more counterparts by the Owners of Certificates, as determined from the records of the Trustee kept pursuant to **Section 3.06**, or their lawful attorneys-in-fact, representing no less than a majority of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates.

"Event of Default" means an Event of Default as described in **Section 9.01**.

"Event of Lease Default" means an Event of Default under **Section 12.01** of the Lease.

"Funds" means, collectively, the Project Fund, the Lease Revenue Fund and all accounts therein.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended.

"Investment Securities" means and includes any of the following securities, if and to the extent the same are permitted by law:

(a) Government Obligations;

(b) other obligations issued by or on behalf of agencies or instrumentalities of the United States of America except for the Federal Farm Credit Bank;

(c) negotiable certificates of deposit, demand deposits and other deposit arrangements, repurchase agreements, and investment agreements issued by banks or trust companies, including without limitation, the Trustee and its affiliates, continuously secured (to the extent not fully insured by the Federal Deposit Insurance Corporation), for the benefit of the Trustee by lodging with a bank or trust company (which may or may not be the bank or trust company issuing such negotiable certificates of deposit, repurchase agreement or investment agreement), as collateral security, Government Obligations having a market value at all times at least equal to the principal amount of such certificates of deposit, demand deposits and other deposit arrangements;

(d) money market mutual funds rated in the highest rating category by a nationally recognized rating service consisting of Government Obligations or repurchase agreements for Government Obligations; and

(e) any other investment permitted by law for the City.

"Lease Revenue Fund" means the fund by that name established pursuant to **Section 6.01**.

"Lease Revenues" means the Basic Rent Payments, Supplemental Rent Payments and all other amounts due and owing pursuant to or with respect to the Lease, including prepayments, insurance proceeds, condemnation proceeds, and any and all interest, profits or other income derived from the investment thereof in any fund or account established pursuant to this Declaration of Trust.

"Leased Property" has the meaning set forth in the Lease.

"Notice by Mail" or **"Notice"** of any action or condition **"by Mail"** means a written notice meeting the requirements of this Declaration of Trust mailed by first-class mail to the Owners of specified Certificates, at the addresses shown on the registration books maintained by the Registrar pursuant to **Section 3.06**.

“Opinion of Counsel” means a written opinion of counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the City.

“Outstanding” means, as of the date of determination, all Certificates theretofore executed and delivered pursuant to this Declaration of Trust except (i) Certificates theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation, (ii) Certificates for the transfer or exchange of or in lieu of or in substitution for which other Certificates shall have been executed and delivered by the Trustee pursuant to this Declaration of Trust, (iii) Certificates whose payment or prepayment has been provided for in accordance with **Article X**, and (iv) Certificates paid or deemed to be paid pursuant to **Article X**.

“Owner” or **“Registered Owner”** of a Certificate means the owner of such Certificate as shown on the register kept by the Registrar pursuant to **Section 3.06**.

“Prepaid Lease” means the Lease Purchase Agreement between the City and Central Bank of the Midwest as successor to Bank Liberty, dated March 15, 2017, as amended.

“Prepayment Date” means any date set for prepayment of the Principal Portion of Basic Rent represented by Certificates.

“Prepayment Price” means, with respect to any Certificate (or portion thereof) the amount specified in **Section 5.02**.

“Proceeds” means the aggregate moneys initially paid to the Trustee for the Certificates.

“Project” has the meaning set forth in the Lease.

“Project Fund” means the fund by that name established pursuant to **Section 6.01**.

“Record Date” means the fifteenth day (whether or not a Business Day) of the month prior to the applicable Basic Rent Payment Date (whether or not a Business Day).

“Registrar” means the Trustee when acting in that capacity, or its successor as Registrar.

"Replacement Certificates" means Certificates issued to the beneficial owners of the Certificates in accordance with **Section 2.09(b)** hereof.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Series 2021A Certificates” means the Certificates of Participation, Series 2021A, executed and delivered pursuant to this Declaration of Trust.

“Tax Compliance Agreement” means the Tax Compliance Agreement for the Series 2021A Certificates dated as of [Document Date], 2021, as from time to time amended in accordance with the provisions thereof.

“Trust Estate” means the assets, property and interests held by the Trustee pursuant to this Declaration of Trust and the Lease.

"Trustee" means BOKF, N.A., Kansas City, Kansas, and its successor or successors and their respective assigns.

Section 1.02. General Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing person shall include individuals, corporations, partnerships, joint ventures, associations, joint-stock companies, trusts, unincorporated organizations and governments and any agency or political subdivision thereof.

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

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

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

The table of contents, captions and headings in this Declaration of Trust are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Declaration of Trust.

Section 1.03. Execution in Counterparts. This Declaration of Trust may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 1.04. Severability. If any provision of this Declaration of Trust shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Declaration of Trust contained shall not affect the remaining portions of this Declaration of Trust, or any part thereof.

Section 1.05. Date of Declaration of Trust. The dating of this Declaration of Trust as of [Document Date], 2021, is intended as and for the convenient identification of this Declaration of Trust only and is not intended to indicate that this Declaration of Trust was executed and delivered on said date, this Declaration of Trust being executed and delivered and becoming effective simultaneously with the initial execution and delivery of the Certificates.

Section 1.06. Governing Law. This Declaration of Trust shall be governed by and construed in accordance with the laws of the State.

ARTICLE II

COVENANT AS TO LEASE

Section 2.01. Covenant as to Lease. The Trustee covenants and agrees that, except in accordance with the terms of this Declaration of Trust and the Lease, it will not take any action that would result in the occurrence of an Event of Default and that it will not agree to any abatement, reduction, abrogation, waiver, diminution or other modification in any manner or to any extent whatsoever of the obligations of the City under the Lease to pay Basic Rent and to meet its other obligations as provided in the Lease.

ARTICLE III

THE CERTIFICATES

Section 3.01. Title and Amount of Certificates. No Certificates may be executed and delivered under the Declaration of Trust except in accordance with this Article. The Certificates shall be designated and shall be in such aggregate amount as provided in **Section 3.08** hereof.

Section 3.02. General Provisions Concerning the Certificates.

(a) The Certificates and the form of assignment to appear thereon shall be in substantially the form set forth in **Exhibit A**, with necessary or appropriate variations, omissions and insertions as permitted or required hereby or by any Supplemental Declaration of Trust.

(b) The Certificates shall be fully registered Certificates without coupons, transferable to subsequent owners only on the books kept by the Registrar pursuant to **Section 3.06** as hereinafter provided. Each Certificate shall be in the denomination of $5,000 and integral multiples thereof.

(c) Each of the Certificates shall represent the Interest Portion and Principal Portion of Basic Rent payable with respect thereto and shall be on a parity with the other Certificates as to the entire Trust Estate.

(d) Each series of Certificates shall be numbered from 1 upward, shall be dated and the Principal Portion shall be payable, subject to prior prepayment upon the terms and conditions hereinafter set forth, and shall represent Interest Portions of Basic Rent calculated at certain rates as set forth in this Declaration of Trust or any Supplemental Declaration of Trust authorizing such series of Certificates.

(e) The Interest Portion of the Basic Rent represented by each Certificate shall be payable from the date thereof or the most recent date to which said Interest Portion has been paid. The Interest Portion of the Basic Rent represented by the Certificates shall be paid on each _______ 1 and _______ 1, commencing on ________ 1, 2021.

(f) Payment of the Interest Portion of the Basic Rent represented by any Certificates shall be made to the person appearing on the registration books of the Registrar as the Owner thereof on the Record Date, such Interest Portion to be paid to such Owner by check or draft drawn on the Trustee and mailed to such Owner's address as it appears on the registration books of the Registrar on the Record Date or in the case of such Interest Portion to any Owner of $100,000 or more in aggregate principal amount of Certificates, by electronic transfer to such Owner upon written notice given to the Trustee by such Owner not less than 5 days prior to the Record Date for such Interest Portion, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and number to which such Owner wishes to have such transfer directed.

(g) The Interest Portion of the Basic Rent represented by any Certificates shall be computed with respect to such Certificates on the basis of a 360-day year of twelve 30-day months.

(h) The Principal Portion of the Basic Rent and prepayment premium, if any, represented by the Certificates shall be payable (whether at maturity or upon prepayment or acceleration) by check or draft to the Owners of such Certificates upon presentation and surrender of such Certificates at the payment office of the Trustee.

(i) Payment of Certificate Payments and of the Prepayment Price of Certificates shall be made in such coin or currency of the United States of America as, at the time of payment, shall be legal tender for public and private debts.

Section 3.03. Execution of Certificates. The Certificates shall be executed by and in the name of the Trustee by the manual signature of an authorized signatory of the Trustee.

Section 3.04. Transfer of Certificates. Any Certificate may be transferred upon the books required to be kept pursuant to the provisions of **Section 3.06**, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Certificate for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. The Trustee or the Securities Depository shall also require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. In the event any Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Owner hereunder or under the Certificates.

Section 3.05. Exchange of Certificates. Certificates may be exchanged at the payment office of the Trustee for a like aggregate principal amount of Certificates of the same maturity, interest rate and tenor. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No exchange of any Certificate shall be required of the Trustee after such Certificate has been called for prepayment.

Section 3.06. Registration Books. The Registrar will keep or cause to be kept at its payment office, sufficient books for the registration and transfer of the Certificates, which shall at all reasonable times be open to inspection by the City, and, upon presentation for such purpose, the Registrar shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Certificates as hereinbefore provided.

The person in whose name any Certificate shall be registered on the registration books maintained by the Registrar on the Record Date shall be deemed the owner thereof for all purposes hereof, and payment of or on account of the Interest Portions and Principal Portions of Basic Rent, represented by such Certificate shall be made only to or upon the order in writing of such Registered Owner, which payments shall be valid and effectual to satisfy and discharge the liability under the Lease as represented by such Certificate to the extent of the sum or sums so paid.

Section 3.07. Certificates Mutilated, Lost, Destroyed or Stolen. If any Certificate shall become mutilated, the Trustee, at the expense of the Owner of said Certificate, shall execute and deliver a new Certificate of like tenor, maturity, interest rate and number in exchange and substitution for the Certificate so mutilated (except that such number may be preceded by a distinguishing prefix), but only upon surrender to the Trustee of the Certificate so mutilated. Every mutilated Certificate so surrendered to the Trustee shall be canceled by it and destroyed. If any Certificate shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and indemnity of the Trustee and the City satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner of the Certificate, shall execute and deliver a new Certificate of like tenor, maturity, interest rate, and number as the Trustee shall determine in lieu of and in substitution for the Certificate so lost, destroyed or stolen. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Certificate executed and delivered under this Section and of the expenses that may be incurred by the Trustee under this Section. Any Certificate executed and delivered under this Section in lieu of any Certificate alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Declaration of Trust with all other Certificates secured by this Declaration of Trust. The Trustee shall not be required to treat both the original Certificate and any replacement Certificate as being Outstanding for the purpose of determining the principal amount of Certificates which may be Outstanding hereunder or for the purpose of determining any percentage of Certificates Outstanding hereunder, but both the original and replacement Certificate shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Certificate for a Certificate which has been mutilated, lost, destroyed or stolen and which has matured, is about to mature or has been selected for prepayment, the Trustee may make payment of such Certificate.

Section 3.08. Series 2021A Certificates. There shall be initially prepared, executed and delivered under this Declaration of Trust a series of Certificates in the aggregate principal amount of $[Amount], to be known as "Certificates of Participation, Series 2021A" (the **"Series 2021A Certificates"**). The Series 2021A Certificates shall be dated their date of delivery, and shall be payable on the dates, in the principal amounts, and with the Interest Portions accruing at the rates set forth on **Exhibit C.**

Prior to or simultaneously with the execution of and delivery of the Series 2021A Certificates by the Trustee the following documents shall be filed with the Trustee:

(a) A copy, certified by the City Clerk, of the Ordinance adopted by the City Council authorizing the execution of the Lease and the Declaration of Trust;

(b) An original executed counterpart of this Declaration of Trust and the Lease;

(c) An original executed counterpart of the Tax Compliance Agreement;

(d) An Opinion of Special Counsel as to the validity of the Series 2021A Certificates and the exemption from federal income taxation of the Interest Portion of Basic Rent Payments represented by the Series 2021A Certificates;

(e) An Opinion of Special Counsel stating that the Series 2021A Certificates are exempt from registration under the Securities Act of 1933, as amended and the Declaration of Trust is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(f) A request and authorization to the Trustee by the City to authenticate the Series 2021A Certificates and to deliver the Series 2021A Certificates to or upon the order of the purchaser thereof upon payment, for the account of the City, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name(s) of the purchaser(s) and the amount of such purchase price; and

(h) Such other certificates, statements, receipts, opinions and documents required by this Declaration of Trust or the Lease, or as the Trustee may reasonably require for the delivery of the Series 2021A Certificates.

When the documents specified above have been filed with the Trustee, and when the Series 2021A Certificates have been executed as required by this Declaration of Trust, the Trustee shall deliver the Series 2021A Certificates to or upon the order of the purchaser thereof, but only upon payment to the Trustee of the purchase price of the Series 2021A Certificates. The net proceeds of the sale of the Series 2021A Certificates paid over to the Trustee shall be deposited and applied as provided in **Article VI**.

Section 3.09. Additional Certificates.

(a) Upon the execution and delivery of a Supplemental Lease that provides for an increase in the amount of Basic Rent payable under the Lease and so long as no Event of Default or Event of Nonappropriation exists, Additional Certificates evidencing the right of the Owners thereof to receive the Principal Portion and the Interest Portion of such additional Basic Rent may be executed and delivered under and equally and ratably secured by this Declaration of Trust on a parity with the Series 2021A Certificates and any other Additional Certificates, at any time and from time to time, upon compliance with the conditions provided in this Section to (a) refund the Certificates of any series, and (b) fund the costs of completing the Project or for additional projects for the City.

(b) Before any Additional Certificates may be executed and delivered under the provisions of this Section, the City will (1) adopt an ordinance authorizing the execution and delivery of such Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any, (2) consent in writing to the Trustee's execution of a Supplemental Declaration of Trust for the purpose of executing and delivering such Additional Certificates, and (3) authorize the Trustee to enter into an amendment to the Lease with the City to provide for Basic Rent Payments at least sufficient to pay the Principal Portion, premium, if any, and Interest Portion of the Certificates then to be Outstanding (including the Additional Certificates to be executed and delivered) as the same become due, and for such other matters as are appropriate because of the execution and delivery of the Additional Certificates proposed to be delivered.

(c) The Additional Certificates will have the same designation as the Series 2021A Certificates, except for an identifying series letter or date and any other changes necessary to appropriately identify such Additional Certificates. The Principal Portion and the Interest Portion of Basic Rent represented by such Additional Certificates will be payable on the dates, in the amounts and (with respect to such Interest Portion) at the rates as may be provided by the Supplemental Declaration of Trust authorizing such Additional Certificates. **Exhibit C** will be amended by such Supplemental Declaration of Trust to reflect separately the Principal Portion of Basic Rent allocable to each series of Certificates. Such Additional Certificates will be on a parity with and will be entitled to the same benefit and security of this Declaration of Trust as the Series 2021A Certificates and any other Additional Certificates.

(d) Such Additional Certificates will be executed substantially in the form and manner as provided in this Article, but prior to or simultaneously with the delivery of such Certificates by the Trustee, the following items will be on file with the Trustee:

(i) A copy, certified by the City Clerk, of the ordinance passed by the City Council authorizing such Supplemental Lease and authorizing the execution and delivery of the Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any;

(ii) An original executed counterpart of the Supplemental Declaration of Trust authorizing such Additional Certificates;

(iii) An original executed counterpart of the Supplemental Lease;

(iv) An Opinion of Special Counsel to the effect that the execution and delivery of such Additional Certificates will not adversely affect the federal tax status of any Certificates Outstanding; and

(v) Such other certificates, statements, receipts, opinions and documents required by this Declaration of Trust or the Lease or as the Trustee may reasonably require for the delivery of the Additional Certificates.

(e) When the documents mentioned in subsection (d) of this Section have been filed with the Trustee, and when such Additional Certificates have been executed and registered as required by this Declaration of Trust, the Trustee will deliver such Additional Certificates to or upon the order of the purchaser named in the certificate purchase agreement relating to such Additional Certificates, but only upon payment of the purchase price of such Additional Certificates as specified in the certificate purchase agreement relating to such Additional Certificates. The Proceeds of Additional Certificates, including accrued interest, if any, paid to the Trustee will be deposited as provided in the Supplemental Declaration of Trust.

Section 3.10. Book-Entry Certificates; Securities Depository.

(a) The Certificates shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Certificates, except in the event the Trustee delivers Replacement Certificates as provided in subsection (b) hereof. It is anticipated that during the term of the Certificates, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal, premium, if any, and interest components with respect to the Certificates to the Participants until and unless the

Trustee authenticates and delivers Replacement Certificates to the beneficial owners as described in subsection (b).

(b) (1) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Certificates being delivered to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Certificates, or (2) if the Trustee receives written notice from Participants having interests in not less than 50% of the Certificates Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Certificates being delivered to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Certificates, then the Trustee shall notify the Owners of such determination of such notice and of the availability of certificates to Owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Certificates to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the City, with the consent of the Trustee, may select a successor securities depository in accordance with **Section 2.09(c)** to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository is the registered owner of at least one Certificate. Upon the delivery of Replacement Certificates, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Certificates. If the Securities Depository resigns and the City, the Trustee or the Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 2.09(c)**, then the Trustee shall authenticate and cause delivery of Replacement Certificates to Owners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names and addresses of, and principal amounts held by, the beneficial owners of the Certificates. The cost of printing Replacement Certificates shall be paid for by the City.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Certificate or Certificates for cancellation shall cause the delivery of Certificates to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 3.11. Cancellation and Destruction of Certificates upon Payment.

(a) All Certificates that have been paid or prepaid or which the Trustee has purchased or which have otherwise been surrendered to the Trustee under this Declaration of Trust, either at or before maturity, if not reissued in an exchange pursuant to **Section 3.05**, shall be canceled by the Trustee immediately upon the payment, prepayment or purchase of such Certificates and the surrender thereof to the Trustee. The Trustee shall execute a certificate describing the Certificates to be canceled, and shall file an executed counterpart of such certificate with the City.

(b) All Certificates canceled under any of the provisions of this Declaration of Trust shall be destroyed by the Trustee in accordance with then applicable record retention requirements.

ARTICLE IV

PARTICULAR COVENANTS AND PROVISIONS

Section 4.01. Covenant of Trustee as to Performance of Obligations. The Trustee covenants that it will promptly remit to the Owner of each Certificate its interest in each installment of Basic Rent to the extent received by the Trustee, at the places, on the dates and in the manner provided herein and in the Certificates.

Section 4.02. Covenant to Perform Undertakings. The Trustee covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Declaration of Trust, in any and every Certificate executed and delivered hereunder and in all proceedings of the Trustee pertaining thereto. The Trustee covenants that it is duly authorized to execute and deliver the Certificates and to enter into this Declaration of Trust and to perform its obligations hereunder.

ARTICLE V

PREPAYMENT

Section 5.01. General. The Certificates are subject to prepayment pursuant to this Article and any Supplemental Declaration of Trust to the extent that prepayments of Basic Rent are required, allowed or provided under the Lease.

Section 5.02. Prepayment Provisions with Respect to the Series 2021A Certificates.

(a) *Optional Prepayment*. At the option of the City, the Certificates will be subject to prepayment in whole or in part beginning on ________1, 20___, at a Prepayment Price equal to 100% of the Principal Portion being prepaid, plus the Interest Portion accrued to the Prepayment Date.

(b) *Extraordinary Optional Prepayment.* At the option of the City, the Certificates will be subject to prepayment, as a whole, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented thereby plus the Interest Portion of Basic Rent accrued to the Prepayment Date, in the event of substantial damage to or destruction or condemnation (other than by the City or any entity controlled by or otherwise affiliated with the City), or as a result of changes in the Constitution of Missouri or legislative or administrative action by the State or the United States, the Lease Agreement becomes unenforceable.

(c) *Mandatory Sinking Fund Prepayment.* The Certificates shall be subject to mandatory prepayment prior to its stated maturity at a prepayment price of 100% of the principal amount so prepaid plus accrued interest thereon to the Prepayment Date, without premium, on _________1 in the years and in the following principal amounts:

Term Certificates Maturing ________1, 20___

________ 1 **Prepayment Date**	**Principal** **Amount**

____

*Final Maturity

Section 5.03. Selection of Certificates for Prepayment; Notice to Trustee. If less than all of the Outstanding Certificates are called for optional prepayment, Certificates shall be prepaid in such order of stated payment dates as is determined by the City. Within a stated payment date the Trustee shall select the Certificates or any given portion thereof to be prepaid in such equitable manner as the Trustee determines in principal amounts of $5,000 or integral multiples thereof. In case of any optional prepayment, at the election of the City, the City shall, at least 45 days prior to the Prepayment Date (unless a shorter notice shall be satisfactory to the Trustee), give written notice to the Trustee directing the Trustee to call Certificates for prepayment and give notice of prepayment and specifying the Prepayment Date, the principal amount and maturities of Certificates to be called for prepayment, the applicable prepayment price and the provision or provisions of the Declaration of Trust pursuant to which such Certificates are to be called for prepayment.

Section 5.04. Partial Prepayment of Certificate. Upon surrender of any Certificate prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the City, a new Certificate or Certificates of the same maturity, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

Section 5.05. Notice of Prepayment. Unless otherwise provided herein, notice of prepayment shall be given by the Trustee, not less than 30 days prior to the Prepayment Date, to the City and the Owner of each Certificate affected at the address shown on the registration books of the Registrar on the date such notice is mailed. Each notice of prepayment shall state (a) the Prepayment Date, (b) the place of prepayment, (c) the Prepayment Price (d) if less than all, the identification number of the Certificates to be prepaid and (e) if a Certificate is being prepaid in part, the portion thereof being prepaid. Such notice shall also state that the Interest Portion of the Basic Rent represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on said date the Prepayment Price will become due and payable on each of said Certificates. The failure of the Owner of any Certificate to be so prepaid to receive notice of prepayment mailed as herein provided or any defect therein shall not affect or invalidate the validity of any proceedings for the prepayment of such Certificate.

The Trustee is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the prepayment of any Certificate to be prepaid.

The Trustee, as long as a book-entry system is used for the Certificates, will send notices of prepayment only to the Securities Depository, as the Owner of the Certificates. Any failure of the Securities Depository to advise any of the Participants, or of any participant or any nominee to notify any beneficial owner of the Certificates, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the prepayment of the Certificates called for prepayment.

Section 5.06. Effect of Prepayment. Notice of prepayment having been duly given as aforesaid, and upon funds for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee, on the Prepayment Date designated in such notice, the Certificates (or portions thereof) so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Portion of Basic Rent represented by the Certificates so called for prepayment shall cease to accrue, said Certificates (or portions thereof) shall cease to be entitled to any benefit or security under this Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of the Prepayment Price.

All Certificates prepaid pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed by the Trustee pursuant to **Section 3.11**.

ARTICLE VI

ISSUE OF CERTIFICATES; FUNDS; APPLICATION OF PROCEEDS AND OTHER MONEYS

Section 6.01. Establishment of Funds. There are hereby established the following funds and accounts:

(a) Project Fund; and
(b) Lease Revenue Fund.

Separate subaccounts shall be established for each series of Certificates or as otherwise required by this Declaration of Trust. All funds and accounts established pursuant to this Article shall be held by the Trustee in trust and for the benefit of the Certificate Owners. The money in all of the funds and the accounts shall be applied as hereinafter provided.

Section 6.02. Application of Proceeds of the Series 2021A Certificates and Other Moneys. The Proceeds of the Series 2021A Certificates paid to the Trustee shall be deposited as follows:

(a) in the appropriate subaccounts of the Lease Revenue Fund, any accrued interest with respect to the Series 2021A Certificates ($0.00);

(b) to the lessor under the Prepaid Lease the amount of $_________ in full satisfaction thereof; and

(b) in the appropriate subaccounts of the Project Fund, the remainder of the proceeds of the Series 2021A Certificates ($________________).

Section 6.03. Application of Lease Revenues. Lease Revenues shall be deposited, as received pursuant to the Lease, as follows:

(a) The Basic Rent shall be deposited to the Lease Revenue Fund;

(b) Prepayments of the Principal Portion of Basic Rent (in amounts equal to the applicable Prepayment Price) shall be deposited to the Lease Revenue Fund; and

(c) Payments of Supplemental Rent pursuant to **Section 4.02** of the Lease shall be applied as provided in **Section 4.02** of the Lease.

(d) Payment to the Trustee of excess Net Proceeds as described in **Section 9.01** of the Lease shall be deposited in the Lease Revenue Fund.

Subject to Article IX, undesignated payments of Rent that are insufficient to discharge the full amount then due shall be applied first to the Interest Portion of Basic Rent, next to the Principal Portion of Basic Rent and finally to Supplemental Rent.

Section 6.04. Disbursements from the Project Fund.

(a) Moneys in the Project Fund shall be used to pay for Costs of the Project. Payment shall be made from moneys in the Project Fund upon receipt by the Trustee of a requisition certificate therefor signed by an Authorized Representative of the City, which requisition certificate shall contain the statements, representations and certificates set forth in the form thereof attached hereto as **Exhibit B** and shall be otherwise substantially in such form.

In making disbursements for Costs of the Project, the Trustee shall be entitled to conclusively rely upon each written requisition certificate executed by the Authorized Representative of the City without inquiry or investigation. It is understood that the Trustee shall *not* make any inspections of the Project nor any improvements thereon, make any provision to obtain completion bonds, mechanic's or materialmen's lien releases or otherwise supervise any phase of the acquisition or installation of the Project. The approval of each requisition certificate by the Authorized Representative of the City shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Project Fund have been completed. The Trustee shall make disbursements to pay Costs of the Project for which any such request is made within five Business Days of the receipt of a properly executed certificate with all necessary supporting information.

(b) The Completion Date of the acquisition and installation of the Project and the payment of all Costs of the Project (other than Costs of the Project for which sufficient amounts are retained in the Project Fund) shall be evidenced by the filing with the Trustee of the Completion Certificate pursuant to **Section 5.03** of the Lease. As soon as practicable thereafter any balance remaining in the Project Fund shall be transferred and deposited without further authorization as provided in **Section 5.03** of the Lease.

(c) In the event of the acceleration of all of the Certificates pursuant to **Section 9.02,** any moneys then remaining in the Project Fund shall be transferred and deposited to the credit of the Lease Revenue Fund.

Section 6.05. Application of Moneys in the Lease Revenue Fund. Except as otherwise provided herein, all amounts in the Lease Revenue Fund shall be used and withdrawn by the Trustee solely to pay Basic Rent represented by the Certificates when due and payable (including principal and accrued interest with respect to any Certificates paid prior to maturity pursuant to this Declaration of Trust).

Section 6.06. [Reserved].

Section 6.07. [Reserved].

Section 6.08. Repayment to the City from the Lease Revenue Fund. After payment in full of all Rent Payments through the maximum Lease Term or the earlier purchase of the Trustee's interest in the Leased Property pursuant to **Section 10.01** of the Lease, all amounts remaining in the Funds shall be paid to the City.

Section 6.09. Payments Due on Days Other than Business Days. In any case where the date of maturity of the Principal Portion or Interest Portion of Basic Rent represented by the Certificates, or premium related thereto, or the date fixed for prepayment of any Certificates shall not be a Business Day, then payment of Principal Portion or Interest Portion of Basic Rent represented by the Certificates, or premium related thereto need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for prepayment, and no interest shall accrue for the period after such date.

Section 6.10. Nonpresentment of Certificates. If any Certificate shall not be presented for payment when the Principal Portion of Basic Rent represented by the Certificates becomes due, either at maturity or otherwise, or at the date fixed for prepayment thereof, if funds sufficient to pay such Certificate shall have been made available to the Trustee, all liability of the Trustee and the City to the Owner thereof for the payment of such Certificate shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Certificate, who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature under this Declaration of Trust or on, or with respect to, said Certificate. If any Certificate shall not be presented for payment within one year following the date when such Certificate becomes due, whether by maturity or otherwise, the Trustee shall repay, without liability for interest thereon, to the City the funds theretofore held by the Trustee for payment of such Certificate, and such Certificate shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 6.11. Separate Accounting of Funds Allocable to each Series of Certificates. The Trustee will maintain separate accounts for funds and securities attributable to each series of Certificates in the Funds held by the Trustee hereunder so that the calculations for each series of Certificates can be made separately for such series. Any transfer of funds or securities or earnings thereon from one fund or account to another will be made to the appropriate account or subaccount of the same series of Certificates to which such funds or securities are attributed. If, at any time, a payment is made to any such fund that is less than the amount due and payable to such fund, the amount payable will be credited *pro rata* to each such separate account within such fund, based on the amount owed to each such account.

ARTICLE VII

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for account of the Funds under this Declaration of Trust shall be held by the Trustee in trust and shall be applied only in accordance with this Declaration of Trust and the Lease and until used or applied as herein provided, shall constitute part of the Trust Estate and shall not be subject to any lien other than the lien of this Declaration of Trust. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as provided herein.

Section 7.02. Investment of Moneys. Moneys held in the Funds shall, subject to the requirements of the Arbitrage Instructions and as hereinafter provided, be invested and reinvested by the Trustee, pursuant to written direction of the City, signed by an Authorized Representative of the City, in Investment Securities that mature or are subject to redemption by the holder prior to the date such funds will be needed. In the absence of such instructions, the Trustee is authorized to invest moneys in Investment Securities described in subparagraph (d) of the definition of Investment Securities in **Section 1.01**. The Trustee is specifically authorized to implement its automated cash investment system to assure that cash on hand is invested and to charge its normal cash management fees, which may be deducted from income earned on investments.

The Trustee shall sell and reduce to cash a sufficient amount of such Investment Securities held by the Trustee in any fund hereunder whenever the cash balance in such Fund is insufficient for the purpose of such Fund. Any such Investment Securities shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Fund or Account in which such moneys are originally held, and the interest accruing thereon and any profit realized from such Investment Securities shall be credited to such Fund or Account, and any loss resulting from such Investment Securities shall be charged to such Fund or Account.

For purposes of determining the amount in any Fund or account, the value of any investments shall be computed at the market value thereof, the purchase price thereof or principal amount, whichever is lower. The Funds and accounts shall be valued on February 1 of each year.

The Trustee may, in making or disposing of any investment permitted by this Section, deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or such affiliate is acting as an agent of the Trustee or for any third person or dealing as principal for its own account.

ARTICLE VIII

AMENDMENT OF THE DECLARATION OF TRUST OR THE LEASE

Section 8.01. Amendments Permitted.

(a) This Declaration of Trust, the Lease and the rights and obligations of the City and of the Owners of the Certificates and of the Trustee may be modified or amended from time to time and at any time by an amendment or supplement hereto or thereto which the parties hereto or thereto may enter into when the written consent of the Trustee and the City, if not a party hereto or thereto, and the Owners of a majority in aggregate Principal Portion of Basic Rent Payments represented by the Certificates then Outstanding shall have been filed with the Trustee. No such modification or amendment shall (i) extend the stated maturity of any Certificate, or reduce the amount of principal represented thereby, or extend the time of payment or reduce the amount of any Prepayment Price provided in the Declaration of Trust for the payment of any Certificate, or reduce the rate of interest with respect thereto, or extend the time of payment of interest with respect thereto without the consent of the Owner of each Certificate so affected, (ii) reduce the aforesaid percentage of Certificates the consent of the Owners of which is required to effect any such modification or amendment or, except in connection with the delivery of any Additional Certificates, permit the creation of any lien on the moneys in the Project Fund or the Lease Revenue Fund or deprive the Owners of the trust created by this Declaration of Trust with respect to the moneys in the Project Fund and the Lease Revenue Fund or (iii) create a preference or priority of any Certificate or Certificates over any other Certificate or Certificates without the consent of the Owners of all of the Certificates then Outstanding. Promptly after the execution by the Trustee of any amendment pursuant to this subsection (a), the Trustee shall give Notice by Mail, setting forth in general terms the substance of such amendment to the Owners at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amendment.

(b) Notwithstanding subsection (a), this Declaration of Trust and the Lease and the rights and obligations of the City, of the Trustee and of the Owners of the Certificates may also be modified or amended from time to time and at any time by an agreement which the parties hereto or thereto may enter into without the consent of any Certificate Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the Trustee in this Declaration of Trust, other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Certificates (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the City; provided, however, that no such covenant, agreement, pledge, assignment or surrender shall, in the sole judgment of the Trustee, materially adversely affect the interests of the Trustee or the security of the Owners of the Certificates;

(ii) to add to the covenants and agreements of the City in the Lease, other covenants and agreements thereafter to be observed or to surrender any right or power therein reserved to or conferred upon the Trustee or the City; provided, however, that no such covenant, agreement or surrender shall, in the sole judgment of the Trustee, materially adversely affect the security of the Owners of the Certificates;

(iii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in this Declaration of Trust, the Lease, or in regard to matters or questions arising under this Declaration of Trust, the Lease as the Trustee and the City may deem necessary or desirable and not inconsistent with said agreements, or as may be requested by the City or the Trustee and which shall not, in any such case, in the sole judgment of the Trustee, materially adversely affect the security of the Owners of the Certificates;

(iv) to modify, amend or supplement this Declaration of Trust in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not, in the sole judgment of the Trustee, materially adversely affect the security of the Owners of the Certificates;

(v) to provide for any additional procedures, covenants or agreements necessary to maintain the federal tax status of the Certificates Outstanding;

(vi) to provide for the execution and delivery of Additional Certificates; or

(vii) to make any other change that, in the sole judgment of the Trustee, does not have a materially adverse effect on the security of the Certificate Owners.

Section 8.02. Effect of Amendments. Upon the execution of any amendments hereto, pursuant to this **Article VIII**, this Declaration of Trust shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Declaration of Trust of the Trustee and all Owners of Certificates Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such amendment shall be deemed to be part of the terms and conditions of the Declaration of Trust for any and all purposes.

Section 8.03. Endorsement of Certificates; Preparation of New Certificates. Certificates delivered after the execution of any amendment pursuant to this **Article VIII** may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form determined by the Trustee as to any modification or amendment provided for in such amendment. In that case, upon presentation of a Certificate for such purpose at the payment office of the Trustee, a suitable notation shall be made on such Certificate. If the amendment shall so provide, new Certificates so modified as to conform, in the opinion of the Trustee, to any modification or amendment contained in such amendment, shall be prepared and executed by the Trustee, and upon demand of the Owners of any Certificates then Outstanding shall be exchanged at the payment office of the Trustee, without cost to any Certificate Owner, for Certificates then Outstanding, upon surrender for cancellation of such Certificates in equal aggregate principal amounts of the same maturity, interest rate and tenor.

Section 8.04. Amendment of Particular Certificates. The provisions of this Article shall not prevent any Certificate Owner from accepting any amendment as to the particular Certificates held by him, provided that due notation thereof is made on such Certificates.

Section 8.05. Opinion of Counsel. Anything to the contrary in this **Article VIII** notwithstanding, before the Trustee or the City consent to any modification or amendment of this Declaration of Trust or the Lease, there shall have been delivered to the Trustee an Opinion of Special Counsel to the effect that such amendment (1) is permitted by this Declaration of Trust and the instrument modified or amended (if other than this Declaration of Trust), (2) complies with their terms, (3) will, upon execution and delivery thereof, be valid and binding upon the City in accordance with the terms of the instrument modified or amended, and (4) will not adversely affect the federal tax status of any Certificates Outstanding. In any instance in which the Trustee may be required to determine that a modification or amendment will not materially adversely affect the interest of the Owners of the Certificates, prior to consenting to such modification or amendment, the Trustee shall be entitled to require that there be delivered to it an Opinion of Counsel to the effect that no such materially adverse affect would result from such modification or amendment. The Trustee shall be fully protected and shall incur no liability in relying upon such Opinion of Counsel in making such determination. The Trustee may, but shall not be obligated to enter into any such supplemental Declaration of Trust or Lease which affects the Trustee's own rights, duties or immunities under this Declaration of Trust or Lease or otherwise.

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS OF CERTIFICATES

Section 9.01. Defaults. The occurrence of any of the following events, subject to the provisions of **Section 9.09**, is hereby defined as an "Event of Default":

(a) Default in the due and punctual payment of any Interest Portion of Basic Rent represented by a Certificate; or

(b) Default in the due and punctual payment of the Principal Portion of Basic Rent represented by a Certificate, whether at the stated payment date thereof or the Prepayment Date set therefor in accordance with the terms hereof; or

(c) Any Event of Lease Default.

Section 9.02. Acceleration. Upon the occurrence of an Event of Default, the Trustee may, and upon receipt of a Directive shall, by notice in writing delivered to the City, declare the Principal Portion and Interest Portion of Basic Rent represented by all Certificates Outstanding to the end of the then current Fiscal Year immediately due and payable.

Section 9.03. Other Remedies Upon an Event of Default. Upon the occurrence of an Event of Lease Default or Event of Nonappropriation, the Trustee may exercise any remedies available under the Lease and, to the extent consistent therewith, may sell, lease or manage all or any portion of the Leased Property and apply the net proceeds thereof in accordance with **Section 9.05** and, whether or not it has done so, may pursue any other remedy available to it under the Lease or at law or in equity.

No remedy by the terms of this Declaration of Trust conferred upon or reserved to the Trustee or to the Certificate Owners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Certificate Owners hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default hereunder whether by the Trustee or by the Certificate Owners shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

Section 9.04. Rights of Certificate Owners. If an Event of Default or Event of Nonappropriation shall have occurred and be continuing and if instructed to do so by a Directive and if indemnified as provided in **Section 9.07** and **Section 11.03**, the Trustee shall be obligated to exercise such one or more of the rights and the remedies conferred by this Article as the Trustee, upon the advice of counsel, shall deem to be in the interests of the Certificate Owners; provided that such Directive shall not be otherwise than in accordance with the provisions of law and of this Declaration of Trust, and provided further that the Trustee shall have the right to decline to follow any such Directive if the Trustee in good faith shall determine that the proceedings so directed would involve it in personal liability.

Any other provision herein to the contrary notwithstanding, the Owners of not less than a majority in aggregate principal amount of Certificates then Outstanding shall have the right, at any time, by a Directive, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of this Declaration of Trust, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Declaration of Trust, and provided, further, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability.

Section 9.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited into the Lease Revenue Fund and all moneys in the Lease Revenue Fund shall be applied as follows:

(a) unless the Principal Portions of Basic Rent represented by all the Certificates shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of the Interest Portions of Basic Rent represented by the Certificates in the order of the maturity of the installments of such interest and, to the payment ratably, according to the amount due on such installments, to the persons entitled thereto, without any discrimination or privilege; and

SECOND - To the payment to the persons entitled thereto of the unpaid Principal Portions of Basic Rent represented by any Certificates that shall have become due (other than Principal Portions of Basic Rent represented by Certificates with respect to the payment of which moneys are held pursuant to the provisions of this Declaration of Trust) in the order of such due dates, with interest from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full the Principal Portions of Basic Rent represented by Certificates due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the Certificates.

(b) If the Principal Portions of Basic Rent represented by all Certificates shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the Principal Portions and the Interest Portions of the Basic Rent then due and unpaid upon the Certificates without preference or priority of principal over the interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Certificate over any other Certificate, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege except as to any difference in the respective rates of interest specified respecting the certificates.

(c) If the Principal Portions of the Basic Rent represented by all Certificates shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then subject to the provisions of paragraph (b) of this Section in the event that the Principal Portions of Basic Rent represented by all the Certificates shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provision of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for the application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be a Basic Rent Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any Certificate until such Certificate shall be presented to the Trustee for appropriate endorsement or for cancellation if paid in full.

Whenever the Principal Portion and the Interest Portion of all Certificates have been paid under the provisions of this Section and all fees, expenses and charges of the Trustee have been paid, any balance remaining in the Funds shall be paid to the City.

Section 9.06. Remedies Vested in Trustee. All remedies and rights of action (including the right to file proof of claims) under this Declaration of Trust or under any of the Certificates may be enforced by the Trustee without the possession of any of the Certificates or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Certificates. Any recovery of judgment or other amounts shall be for the equal benefit of the Owners of the Outstanding Certificates.

Section 9.07. Rights and Remedies of Certificate Owners. No Owner of any Certificates shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Lease or this Declaration of Trust, for the execution of any trust thereof, for the appointment of a receiver or to enforce any other remedy thereunder or hereunder, unless (a) an Event of Default or an Event of Nonappropriation has occurred; (b) the Owners shall have made by a Directive a written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) such Certificate Owners have provided to the Trustee indemnification satisfactory to the Trustee; and (d) the Trustee shall thereafter fail or shall refuse to exercise the powers hereinbefore granted or to institute such action suit or proceedings in its, his, her or their name or names. Such notification, request and indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and the trusts of this Declaration of Trust and to any action or cause of action for the enforcement of this Declaration of Trust or for the appointment of a receiver or for any other right or remedy hereunder. No one or more Owners of the Certificates shall have any right in any manner whatsoever to affect, to disturb or to prejudice the lien of this Declaration of Trust by its, his, her or their action or to enforce any right or remedy hereunder except in the manner herein provided and all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Owners of all Certificates then Outstanding. Nothing in this Declaration of Trust contained shall, however, affect or impair the right of any Certificate Owner to enforce the payment of the Principal

Portion of and the Interest Portion of the Basic Rent represented by any Certificate at and after the maturity or earlier mandatory prepayment thereof.

Section 9.08. Termination of Proceedings. If the Trustee shall have proceeded to enforce any right or remedy under the Lease or this Declaration of Trust by the appointment of a receiver, by entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case, the City, the Owners and the Trustee shall be restored to their former respective positions and rights thereunder and hereunder and all rights remedies and powers of the Trustee shall continue as if no such proceeding had been taken.

Section 9.09. Waivers of Defaults. The Trustee shall waive any Event of Default and its consequences and rescind any declaration of maturity of principal upon the written request of the Owners of (a) a majority in aggregate principal amount of all Certificates then Outstanding with respect to which a default in the payment of Principal Portion of Basic Rent represented thereby exists; or (b) a majority in aggregate principal amount of all Certificates then Outstanding in the case of any other default; provided, however, that there shall not be waived (i) any Event of Default respecting the payment of the Principal Portion of Basic Rent represented by any Certificate at its maturity date, or (ii) any Event of Default respecting the payment of the Interest Portion of Basic Rent represented by any Certificate, unless prior to such waiver or rescission, all arrears of principal and interest when due, as the case may be, and all fees, charges and expenses of the Trustee in connection with such default shall have been paid or provided for and, in case any such waiver or rescission or in case any proceeding(s) taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Trustee, the City and the Certificate Owners shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Notices of Defaults. Within 30 days after the occurrence of any default hereunder of which the Trustee is required to take notice or if notice of default has been given as provided in **Section 11.01(f)**, the Trustee shall give written notice thereof to the City and Notice by Mail to the Owners of all Certificates then Outstanding (unless such default has been cured or waived; provided, however, that, except in the case of a default in the payment of the Principal Portion or Interest Portion of Basic Rent Payments represented thereby, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of such Owners). For the purpose of this Section, the term **"default"** means any event which is an "Event of Default" as defined in **Section 9.01**.

ARTICLE X

DEFEASANCE

Section 10.01. Discharge of Declaration of Trust.

(a) When (i) the obligations of the City under the Lease shall have been satisfied in connection with the exercise by the City of its option to purchase the Leased Property in accordance with **Article X** of the Lease by the irrevocable deposit in escrow of cash or Government Obligations (maturing as to principal and interest in such amounts and at such times as are necessary to make any required payments without reinvestment of any earnings thereon) or both cash and such Government Obligations, and (ii) the City shall have delivered to the Trustee, (x) an Opinion of Counsel to the effect that the conditions for such discharge contained herein and in **Section 10.02** have been satisfied or irrevocably provided for and (y) for an advance refunding, an accountant's certificate verifying the sufficiency of cash or Government Obligations or both so deposited for the payment of the Principal Portion and Interest Portion of the Certificates and any applicable Prepayment Price to be paid with respect to the Certificates and (iii) the City shall have deposited sufficient moneys to pay the fees, charges and expenses of the Trustee (or has made provision satisfactory to the Trustee for their payment), thereupon the obligations created by this Declaration of Trust shall cease, determine and become void except for the right of the Certificate Owners and the obligation of the Trustee to apply such moneys and Government Obligations to the payment of the Certificates as herein set forth; provided, however, that all provisions hereof relating to the compensation or indemnification of the Trustee shall survive the satisfaction and discharge of this Declaration of Trust.

(b) After all amounts owing to the Certificate Owners have been paid hereunder and under the Lease and all fees, expenses and charges of the Trustee have been paid, the Trustee shall turn over to the City any surplus in the Lease Revenue Fund and all balances remaining in any other funds or accounts other than moneys and Government Obligations held for the payment of the Certificates at maturity or on prepayment, which moneys and Government Obligations shall continue to be held by the Trustee in trust for the benefit of the Certificate Owners and shall be applied by the Trustee to the payment, when due, of the Principal Portions and any premium and Interest Portions of Basic Rent represented by the Certificates.

Section 10.02. Deposit of Moneys or Securities. If moneys or Government Obligations as hereinabove provided, are deposited with and held by the Trustee or other bank or trust company, the Trustee or other bank or trust company shall within 30 days after such Government Obligations shall have been deposited with it give Notice by Mail, to the Owners at the addresses listed on the registration books kept by the Registrar pursuant to **Section 3.06**, setting forth (i) the maturity date or Prepayment Date, as the case may be, of the Certificates, (ii) a description of the Government Obligations, if any, so held by it, and (iii) that this Declaration of Trust has been released in accordance with the provisions of this Section. Whenever in this Declaration of Trust or the Lease it is provided or permitted that there be deposited with or held in trust by the Trustee or other bank or trust company moneys or Government Obligations in the necessary amount to pay or prepay any Certificates, the money or Government Obligations so to be deposited or held may include money or Government Obligations held by the Trustee in the Funds established pursuant to this Declaration of Trust (exclusive of the Project Fund) the principal of and interest on which when due together with any moneys held by the Trustee or other bank or trust company for such purpose will provide moneys sufficient to pay the Principal Portions and Interest Portions of the Basic Rent represented by the Certificates as same becomes due, except that, in the case of Certificates which are to be prepaid prior to maturity and in respect of which irrevocable notice of such prepayment shall have been given as in **Article V** provided or irrevocable provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount to be deposited or held shall be the Prepayment Price with respect to such Certificates and all unpaid interest to the Prepayment Date.

ARTICLE XI

THE TRUSTEE

Section 11.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to an Event of Default or Event of Nonappropriation, and after the curing of all Events of Default or Events of Nonappropriation that may have occurred, perform only such duties as are specifically set forth in this Declaration of Trust. The Trustee will have no implied duties. The permissive right or power to take any action may not be construed as a duty to take action under any circumstances, and the Trustee will not be liable except in the event of its negligence or willful misconduct. The Trustee shall, during the existence of any Event of Default or Event of Nonappropriation, exercise such of the rights and powers vested in it by this Declaration of Trust, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee will not be obligated to risk its own funds in the administration of the Trust Estate. Notwithstanding any provision herein to the contrary, the Trustee need not take any action under this Declaration of Trust which may involve it in any expense or liability until indemnified to its satisfaction for any expense or liability, including liability related to environmental contamination, it reasonably believes it may incur.

(c) The Trustee is not responsible for any recitals contained in this Declaration of Trust or in the Certificates, or for the recording, filing, rerecording or refiling of the Declaration of Trust or security agreements (excluding the continuation of Uniform Commercial Code financing statements) in connection therewith, or for the sufficiency of the security for the Certificates. The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Declaration of Trust or of the Certificates. The Trustee shall not be accountable for the use or application by the City of any of the Certificates or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Declaration of Trust or the Lease.

(d) The Trustee will not be required to give any bond or surety or report to any court despite any statute, custom or rule to the contrary.

(e) The Trustee may execute any of the duties under this Declaration of Trust by or through agents, attorneys, trustees or receivers and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney, trustee or receiver appointed with due care by it hereunder.

(f) The Trustee will not be required to take notice or be deemed to have notice of any default, or Event of Default or other fact or event under this Declaration of Trust other than the City's failure to pay Basic Rent Payments required by **Section 4.01** of the Lease, unless the Trustee is specifically notified in writing of the default or Event of Default, fact or event by the City or the Owners of not less than 25% of the unpaid Principal Portion of Basic Rent Payments represented by the Certificates then Outstanding.

(g) The Trustee may consult legal counsel, may conclusively rely on the opinion or advice of such legal counsel and will not be liable for any act or omission taken or suffered pursuant to the opinion or advice of such counsel. The fees and expenses of the counsel will be deemed to be a proper expense of the Trustee.

(h) Unless specifically required by the terms of this Declaration of Trust, the Trustee need not take notice of or enforce any other document or relationship, including any contract, settlement, arrangement, plan, assignment, pledge, release, decree or the like, other than the Lease, but its duties will be solely as set out in this Declaration of Trust.

(i) The Trustee may be removed at any time by a Directive or shall resign at any time the Trustee shall cease to be eligible in accordance with subsection (l) of this Section, or shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the property or affairs for the purpose of rehabilitation, conservation or liquidation, and thereupon a successor Trustee shall be appointed by a Directive. Written notice of any removal or resignation pursuant to this subsection (i) shall be given by the Trustee to the City.

(j) The Trustee may at any time resign by giving written notice of such resignation to the City and by giving the Certificate Owners Notice by Mail of such resignation at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**. Upon receiving such notice of resignation, a successor Trustee shall be appointed by a Directive.

(k) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within 45 days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Certificate Owner (on behalf of himself and all other Certificate Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Declaration of Trust shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee held by it as security for the Certificates, including its interest in the Lease, with like effect as if originally named Trustee herein and the duties and obligations of the predecessor Trustee hereunder shall thereafter cease and terminate; but, nevertheless at the request of the City or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Declaration of Trust and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the City shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, such successor Trustee shall cause Notice by Mail of such acceptance to be given to the Owners at the addresses listed on the registration books kept by the Trustee pursuant to **Section 3.06**.

(l) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a state or national trust company or bank having the powers of a trust company and being duly authorized to execute trust powers having its payment office in the State, in good standing in the State, having a combined capital and surplus of at least fifty million dollars ($50,000,000), and subject to supervision and examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (l), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(m) Notwithstanding anything elsewhere in this Declaration of Trust or the Lease contained, before taking any action under this Declaration of Trust, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action, including without limitation liability in connection with environmental contamination, and the cleanup thereof, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(n) The Trustee may elect not to proceed in accordance with the directions of the Owners of the Certificates without incurring any liability to the Certificate Owners if in the opinion of the Trustee such direction may result in environmental or other liability to the Trustee, in its individual capacity, for which the Trustee has not received indemnity from the Certificate Owners, and the Trustee may rely upon an Opinion of Counsel addressed to the Trustee in determining whether any action directed by Certificate Owners may result in such liability.

(o) The Trustee may inform the Certificate Owners of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and, in such event no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not received indemnity pursuant to this Declaration of Trust.

(p) Notwithstanding any other provision of this Declaration of Trust to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses, protection, immunity and indemnification to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Registrar or Paying Agent.

(q) The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with **Section 7.02**.

(r) The Trustee shall not be responsible for the use of any Certificates executed and delivered hereunder.

(s) Any action taken by the Trustee pursuant to and in accordance with this Declaration of Trust upon the request or authority or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates issued in exchange therefor or upon transfer or in place thereof.

(t) The Trustee shall have the right, but shall not be required, to demand, in respect of the execution of any Certificate, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Declaration of Trust, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee as are deemed desirable for the purpose of establishing the right of the City to any such action.

Section 11.02. Merger or Consolidation. Any entity into which the Trustee may be merged or converted or with which it may be consolidated or any entity resulting from any merger, conversion or consolidation to which it shall be a party or any entity to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under **Section 11.01(l)** shall be the successor to such Trustee, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 11.03. Liability of Trustee; Indemnity. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the owner of Certificates with the same rights it would have if it were not Trustee, and, to the extent permitted by law, may act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Certificate Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Certificates then Outstanding.

Before taking any action under this Declaration of Trust (except with respect to acceleration of the Certificates and payment of the Certificates upon such acceleration or any payments of the Certificates when due), the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable fees, costs and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

Section 11.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, ordinance, request, consent, order, certificate, report, opinion, Directive or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Any action taken by the Trustee upon the request, authority, or consent of any person who, at the time of making such request or giving such authority or consent is the Owner of any Certificate, shall be conclusive and binding upon all future Owners of the same Certificate and upon Certificates issued in exchange therefor or upon transfer or in place thereof. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions or the interpretation of the provisions hereof, and the opinion or advice of such counsel may be conclusively relied upon by the Trustee and shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by this Declaration of Trust the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a statement of the Authorized Representative, and such statement shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Declaration of Trust in reliance upon such statement, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 11.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Declaration of Trust shall be retained in its possession until six months after payment in full of all Certificates and discharge of this Declaration of Trust and shall be subject at all reasonable times to the inspection of the City and any Certificate Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 11.06. Compensation of the Trustee. The City shall, from time to time, upon the written request of the Trustee, (a) pay to the Trustee reasonable compensation for its services as agreed to by the City and the Trustee (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and (b) reimburse the Trustee for all reasonable advances, fees, costs and expenditures, including but not limited to, advances to and reasonable fees and expenses of independent appraisers, accountants, consultants, counsel, agents and attorneys or other experts employed by it in the exercise and performance of its powers and duties hereunder. Said compensation is to be paid as Supplemental Rent pursuant to the Lease. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder. In every instance in which this Declaration of Trust or the Lease provides for compensation, reimbursement or indemnification of the Trustee, such provision shall be deemed to provide for, whether or not expressly so stated, the payment of all related fees, costs, charges, advances and expenses of the Trustee (including without limitation, attorneys' fees and expenses), unless the context shall clearly indicate otherwise.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Survival of Provisions. The obligations of the Trustee with respect to matters arising before the termination of this Declaration of Trust shall survive the termination of this Declaration of Trust.

Section 12.02. No Third Party Beneficiaries. No persons other than the City, the Trustee, the Owners of Certificates and the successors and assigns of such persons, shall have any rights whatsoever under this Declaration of Trust.

Section 12.03. Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Declaration of Trust or the Lease to be given or filed with the Trustee or the City if the same shall be duly mailed by registered or certified mail with postage prepaid (except as indicated in (a) below) addressed as follows:

(a) To the Owners of the Certificates if the same shall be duly mailed by first class mail, postage prepaid, addressed to each of the Owners of Certificates at the time Outstanding at his address as shown by the register maintained pursuant to **Section 3.06**.

(b) If to the City:	City of Parkville, Missouri 8880 Clark Avenue Parkville, Missouri 64152 Attention: City Administrator
(c) If to the Trustee:	BOKF, N.A. 2405 Grand Blvd., Suite 840 Kansas City, Missouri 64108 Attn: Corporate Trust Department

Notwithstanding the foregoing, notice to the Trustee shall only be effective upon actual receipt. A duplicate copy of each notice, certificate or other communication given hereunder, or pursuant to the Lease to any of the parties mentioned in this Section shall be given to all other parties mentioned in this Section (other than the Owners of the Certificates unless a copy is required to be furnished to them by other provisions of this Declaration of Trust). The Trustee or the City may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it. Notice to the Trustee shall be effective only upon receipt.

Section 12.04. Waiver of Personal Liability

(a) All obligations or liabilities under this Declaration of Trust on the part of the Trustee are solely obligations or liabilities of the Trustee in its capacity hereunder as a corporate trustee of the Trust Estate. To the extent permitted by law, the City hereby releases each and every director, officer, agent, attorney or employee of the Trustee from any personal or individual liability under this Declaration of Trust. No director, officer, agent, attorney or employee of the Trustee will at any time or under any circumstances be individually or personally liable under this Declaration of Trust for anything done or omitted to be done by the Trustee hereunder.

(b) All obligations or liabilities under this Declaration of Trust on the part of the City are solely obligations or liabilities of the City as a political subdivision. To the extent permitted by law, the Trustee hereby releases each and every official, member, employee or agent of the City from any personal or individual liability under this Declaration of Trust. No official, member, employee or agent of the City will at any time or under any circumstances be individually or personally liable under this Declaration of Trust for anything done or omitted to be done by the City hereunder.

Section 12.05. Electronic Transaction. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

Section 12.06. Declaration of Trust Binding Upon Trustee and Successors. This Declaration of Trust will inure to the benefit of and will be binding upon the Trustee and its successors and assigns, subject to the limitations contained herein.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Declaration of Trust to be executed by their duly authorized officers, all as of the day and year indicated above.

BOKF, N.A.,
as Trustee

By ______________________________________
Name:
Title:

CITY OF PARKVILLE, MISSOURI

By ____

(SEAL)

Name: Nanette Johnston
Title: Mayor

ATTEST:

____

Name: Melissa McChesney
Title: City Clerk

EXHIBIT A

TO DECLARATION OF TRUST

FORM OF CERTIFICATE OF PARTICIPATION

UNITED STATES OF AMERICA
STATE OF MISSOURI

No. _______ **$____________**

CITY OF PARKVILLE, MISSOURI
CERTIFICATE OF PARTICIPATION
SERIES 2021A

Interest Rate	Payment Date	Certificate Date	CUSIP
	_____ 1, 20__	_________ __, 2021	

Registered Owner:

Principal Sum: ____

THIS IS TO CERTIFY that the Registered Owner identified above of this Certificate of Participation (the "Certificate") is the owner of the proportionate interest hereinafter stated in that certain Lease Purchase Agreement dated as of [Document Date], 2021 (the "Lease"), between BOKF, N.A., a state banking corporation organized and existing under the laws of the State of Kansas (the "Trustee"), and the City of Parkville, Missouri, a third-class city and political subdivision of the state of Missouri (the "City"), including payments of Basic Rent to be made thereunder (the "Basic Rent Payments"). The City is authorized to enter into the Lease pursuant to applicable laws, including the constitution and statutes of the State of Missouri and an ordinance of the City. This Certificate is subject to the Declaration of Trust dated as of [Document Date], 2021, between the Trustee and the City, as amended or supplemented from time to time (the "Declaration of Trust"), which is on file at the corporate trust office of the Trustee located in Kansas City, Kansas. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Declaration of Trust.

THE REGISTERED OWNER of this Certificate is entitled to receive, subject to the terms of the Lease and the Declaration of Trust, on the payment date specified above (the "Certificate Payment Date"), or if selected for prepayment, on the Prepayment Date, the principal sum specified above, representing a portion of the Basic Rent Payment designated as principal coming due on the Certificate Payment Date, and to receive the Registered Owner's proportionate share of Basic Rent Payments designated as interest each ________ 1 and _________1, commencing on _______ 1, 2021, to and including the Certificate Payment Date or the Prepayment Date, whichever is earlier. Said proportionate share of the Basic Rent Payments designated as interest is computed on the principal sum specified above from the Dated Date, or the most recent date to which such interest has been paid, at the interest rate specified above on the basis of a 360-day year of twelve 30-day months.

SAID AMOUNTS are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The amounts representing principal and prepayment premium, if any, are payable by check or draft at the payment office of the Trustee upon the presentation and surrender of this Certificate and the amounts representing interest are payable to the person in whose name this Certificate is registered in the register maintained by the Trustee at the close of business on the fifteenth day (whether or not a Business Day) of the calendar month next preceding each interest payment date (a "Record Date") by check or draft mailed to said Registered Owner at their address as it appears in said register or in the case of an amount representing interest to be paid to any Registered Owner of Certificates representing an aggregate amount of principal of $100,000 or more, by electronic transfer to such Registered Owner upon written notice given to the Trustee by such Registered Owner not less than 5 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and number to which such Registered Owner wishes to have such transfer directed.

BASIC RENT PAYMENTS are payable solely from Available Revenues which includes, for any Fiscal Year, any balances of the City from previous Fiscal Years encumbered to pay Rent under the Lease, amounts budgeted or appropriated out of the income and revenue of the City for such Fiscal Year plus any unencumbered balances of the City from previous Fiscal Years that are legally available to pay Rent during such Fiscal Year and all moneys and investments, including earnings thereon, held by the Trustee pursuant to the Declaration of Trust.

NEITHER THE BASIC RENT PAYMENTS NOR ANY OTHER AMOUNTS DUE UNDER THE LEASE CONSTITUTE A DEBT, A GENERAL OBLIGATION OR, EXCEPT FROM AVAILABLE REVENUES, A LIABILITY OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION. THE CITY SHALL NOT BE OBLIGATED TO PAY THE SAME EXCEPT FROM AVAILABLE REVENUES. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF THE BASIC RENT PAYMENTS OR ANY OTHER AMOUNTS DUE UNDER THE LEASE. THE REGISTERED OWNER SHALL NOT HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE TAXING POWER OF THE CITY FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST UNDER THE LEASE REPRESENTED BY THIS CERTIFICATE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE LEASE.

This Certificate is one of a duly authorized series of certificates of participation designated "Certificates of Participation, Series 2021A" (the "Certificates"), issued for the purpose of providing funds to (i) pay a portion of the costs of acquiring and installing the Project, and (ii) pay certain costs connected to the execution and delivery of the Certificates. The Certificates have been executed by the Trustee pursuant to and are governed by the terms of the Declaration of Trust. Copies of the Lease and the Declaration of Trust are on file at the office of the City and at the corporate trust office of the Trustee, and reference to the Lease and the Declaration of Trust and any and all amendments and supplements thereto is made for a description of the pledges and covenants of the City securing the Basic Rent Payments, the nature, extent and manner of enforcement of such pledges and covenants and the rights and the terms and conditions upon which the Certificates are delivered thereunder. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Declaration of Trust.

The Declaration of Trust permits certain amendments or supplements to the Declaration of Trust and the Lease not materially adverse to the security of the Owners to be made without the consent of or notice to the Owners, certain other amendments or supplements thereto to be made with the consent of the

Owners of not less than a majority in aggregate principal amount of the Certificates then outstanding and other amendments or supplements thereto to be made only with the consent of all Owners.

At the option of the City, the Certificates will be subject to prepayment in whole or in part at any time beginning ________ 1, 20____, at a Prepayment Price equal to 100% of the Principal Portion being prepaid, plus the Interest Portion accrued to the Prepayment Date.

At the option of the City, the Certificates will be subject to prepayment, as a whole, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented thereby plus the Interest Portion of Basic Rent accrued to the Prepayment Date, in the event of substantial damage to or destruction or condemnation (other than by the City or any entity controlled by or otherwise affiliated with the City), or as a result of changes in the Constitution of Missouri or legislative or administrative action by the State or the United States, the Lease Agreement becomes unenforceable.

[The Certificates shall be subject to mandatory sinking fund prepayment at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented thereby plus the Interest Portion of Basic Rent accrued to the Prepayment Date, on the dates and in the amounts set forth in the Declaration of Trust.]

In the event any of the Certificates are to be prepaid, notice thereof identifying the Certificates to be prepaid will be given by first class mail, postage prepaid, mailed not less than 30 days prior to the Prepayment Date to each Registered Owner of Certificates to be prepaid. The failure of the Registered Owner of any Certificate to be so redeemed to receive notice of prepayment mailed as herein provided shall not affect or invalidate the prepayment of such Certificate. All Certificates for which notice of prepayment is given will cease to bear interest on the specified Prepayment Date, provided moneys or certain securities for their prepayment are on deposit at the place of payment at that time, shall cease to be entitled to any benefit or security under the Declaration of Trust and shall no longer be deemed to be outstanding under the Declaration of Trust.

This Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the payment office of the Trustee, upon surrender and cancellation of this Certificate together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or his, her or its duly authorized attorney and upon payment of the charges provided in the Declaration of Trust. Upon such transfer a new fully registered Certificate or Certificates of the same maturity and aggregate principal amount will be issued to the transferee. The Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Trustee shall not be affected by any notice to the contrary.

The Certificate are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Certificate are stated to mature or with respect to each form of Certificate, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository or the Trustee as its "FAST" agent and immobilized in its custody. The book-entry system will evidence positions held in the Certificate by the Securities Depository's participants, beneficial ownership of the Certificate in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Board and the Trustee will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting.

Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Certificate by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Board and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Board, the Trustee and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE DECLARATION OF TRUST, THIS GLOBAL CERTIFICATE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Certificates may be delivered in the form of fully registered Certificates in the denomination of $5,000 or any integral multiple thereof, subject to certain limitations and as otherwise provided in the Declaration of Trust. The Certificates, upon surrender thereof at the payment office of the Trustee with a written request for exchange satisfactory to the Trustee duly executed by the Registered Owner or his, her or its duly authorized attorney in writing, may be exchanged for an equal aggregate principal amount of fully registered Certificates of any authorized denomination of the same maturity. No service charge shall be made for any transfer or exchange of Certificates, but the Trustee may require payment of any tax or governmental charge in connection therewith.

THE TRUSTEE has no obligation or liability to the Registered Owners of the Certificates to make payments of principal or interest with respect to the Certificates. The Trustee's sole obligations are to administer, for the benefit of the Registered Owners thereof, the various funds and accounts established under the Declaration of Trust.

THE CITY has certified, recited and declared that all acts, conditions and things required by the constitution and statutes of the State of Missouri and the Lease to exist, to have happened and to have been performed precedent to the delivery of the Lease, exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by an authorized signatory as of the date set forth above.

BOKF, N.A.,
Trustee

By: ______________________________________
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto __________

____

Please Print or Typewrite Name, Address and
Employee Identification Number or Social Security Number of Transferee

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints ____ agent to transfer the within Certificate on the register kept for registration thereof, with full power of substitution in the premises.

Dated: __________________

____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Certificate in every particular.

Signature Guaranteed By:

____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: __________________________________
Title: ________________________________

EXHIBIT B

TO DECLARATION OF TRUST

FORM OF REQUISITION CERTIFICATE
FOR COSTS OF IMPROVEMENTS

Request No. ____ **Date: _______**

CITY OF PARKVILLE, MISSOURI
PROJECT FUND
WRITTEN REQUEST FOR DISBURSEMENT FOR
COSTS OF IMPROVEMENTS

To: BOKF, N.A.
Attention: Corporate Trust Department

Ladies and Gentlemen:

Pursuant to **Section 5.02** of the Lease Purchase Agreement (the "Lease") dated as of [Document Date], 2021, between BOKF, N.A. (the "Trustee") and the City of Parkville, Missouri (the "City"), and **Section 6.04** of the Declaration of Trust (the "Declaration of Trust"), the City hereby requests payment in accordance with this request and said sections of the Lease and the Declaration of Trust, and the City hereby states and certifies that (a) all terms of this request are used with the meanings used in the Lease and the Declaration of Trust, (b) the names of the persons, firms or corporations, if any, to whom the payments requested hereby are due, the amounts to be paid are as set forth on **Attachment I** hereto, (c) the amount hereby requested has been paid or is justly due and is hereby requested to be paid to contractors, subcontractors, materialmen, engineers, architects or other persons (which may include the City) (whose names and addresses are stated on **Attachment I** hereto) who have performed necessary and appropriate work or furnished necessary and appropriate materials in the acquisition and installation of the Project (a brief description of such work and materials and the several amounts so paid or due being set forth on **Attachment I** hereto), (d) no part of the several amounts paid or due, as stated in this certificate has been, is being or will be made the basis for the withdrawal of any moneys in any previous, pending or subsequently filed certificate, (e) the amount remaining to be paid from the Project Fund to pay the remaining Costs of the Project to be paid from the Series 2021A Certificates (as defined in the Declaration of Trust), together with other moneys set aside by the City to pay Costs of the Project, after payment of the amounts requested, will be sufficient to pay the cost of completing the Project in accordance with an estimate of cost of work not yet completed, it being understood that no moneys in the Project Fund may be disbursed to pay Costs of the Project unless after such expenditure the remaining moneys in the Project Fund, together with any other funds available and committed by the City, are sufficient to pay such remaining Costs of the Project to be paid from the Certificates (as defined in the Declaration of Trust), (f) this certificate contains no request for payment on account of any retained percentage which the City is at the date of such certificate entitled to retain, (g) there has not been filed with or served upon the City any notice of any lien, right to a lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the respective amounts stated in said certificate which has not been released or will not be released simultaneously with the payment of such obligation, and (h) invoices, statements, vouchers or bills for the amounts requested and lien waivers for all services or materials furnished by subcontractors, except as to any retainage, related to amounts specified in this certificate are attached hereto.

Pursuant to **Section 5.02** of the Lease and **Section 6.04** of the Declaration of Trust, the City hereby states and certifies that (a) each of the City's representations contained in the Lease is true, correct and not misleading as though made as of the date hereof, and (b) no event exists that constitutes, or with the giving of notice of the passage of time or both would constitute, an Event of Default.

CITY OF PARKVILLE, MISSOURI

By ____
Authorized Representative

ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF PARKVILLE, MISSOURI
PROJECT FUND

SCHEDULE OF PAYMENTS REQUESTED

Payee and Address	Amount	Description

EXHIBIT C

TO DECLARATION OF TRUST

PAYMENT SCHEDULE FOR SERIES 2021A CERTIFICATES

Payment Date	Principal Portion	Interest Rate on Principal Portion Due
	$	%

$2,865,000

City of Parkville, Missouri

Certificates of Participation, Series 2021A

Issue Summary

Table of Contents

$2,865,000

City of Parkville, Missouri

Certificates of Participation, Series 2021A

Issue Summary

Total Issue Sources And Uses

Dated 07/08/2021 | Delivered 07/08/2021

	Phase 1 & Phase 2 Improvements	Takeout of 2020 Lease - Road Capital Maintenance	2020 Lease - Route 9 Improvement GAN Renewal	Issue Summary
Sources Of Funds				
Par Amount of Bonds	$2,645,000.00	$220,000.00	-	$2,865,000.00
Available Grants from MODOT/MARC	1,734,500.00	-	965,000.00	2,699,500.00
Available Funds from City	107,859.44	-	131,345.56	239,205.00
2020 Lease Remaining Capitalized Interest	-	-	14,300.00	14,300.00
Total Sources	**$4,487,359.44**	**$220,000.00**	**$1,110,645.56**	**$5,818,005.00**
Uses Of Funds				
Deposit to Project Construction Fund	4,403,095.00	-	-	4,403,095.00
Deposit to Current Refunding Fund	-	212,417.56	1,110,645.56	1,323,063.12
Costs of Issuance	55,531.15	4,618.85	-	60,150.00
Total Underwriter's Discount (1.000%)	26,450.00	2,200.00	-	28,650.00
Rounding Amount	2,283.29	763.59	-	3,046.88
Total Uses	**$4,487,359.44**	**$220,000.00**	**$1,110,645.56**	**$5,818,005.00**

$2,865,000

City of Parkville, Missouri

Certificates of Participation, Series 2021A

Issue Summary

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/08/2021	-	-	-	-	-
03/01/2022	370,000.00	0.400%	22,900.34	392,900.34	-
09/01/2022	-	-	16,951.25	16,951.25	409,851.59
03/01/2023	155,000.00	0.500%	16,951.25	171,951.25	-
09/01/2023	-	-	16,563.75	16,563.75	188,515.00
03/01/2024	155,000.00	0.600%	16,563.75	171,563.75	-
09/01/2024	-	-	16,098.75	16,098.75	187,662.50
03/01/2025	155,000.00	0.700%	16,098.75	171,098.75	-
09/01/2025	-	-	15,556.25	15,556.25	186,655.00
03/01/2026	155,000.00	0.900%	15,556.25	170,556.25	-
09/01/2026	-	-	14,858.75	14,858.75	185,415.00
03/01/2027	160,000.00	1.050%	14,858.75	174,858.75	-
09/01/2027	-	-	14,018.75	14,018.75	188,877.50
03/01/2028	160,000.00	1.250%	14,018.75	174,018.75	-
09/01/2028	-	-	13,018.75	13,018.75	187,037.50
03/01/2029	160,000.00	1.350%	13,018.75	173,018.75	-
09/01/2029	-	-	11,938.75	11,938.75	184,957.50
03/01/2030	165,000.00	1.450%	11,938.75	176,938.75	-
09/01/2030	-	-	10,742.50	10,742.50	187,681.25
03/01/2031	165,000.00	1.550%	10,742.50	175,742.50	-
09/01/2031	-	-	9,463.75	9,463.75	185,206.25
03/01/2032	170,000.00	1.650%	9,463.75	179,463.75	-
09/01/2032	-	-	8,061.25	8,061.25	187,525.00
03/01/2033	175,000.00	1.700%	8,061.25	183,061.25	-
09/01/2033	-	-	6,573.75	6,573.75	189,635.00
03/01/2034	175,000.00	1.750%	6,573.75	181,573.75	-
09/01/2034	-	-	5,042.50	5,042.50	186,616.25
03/01/2035	180,000.00	1.800%	5,042.50	185,042.50	-
09/01/2035	-	-	3,422.50	3,422.50	188,465.00
03/01/2036	180,000.00	1.850%	3,422.50	183,422.50	-
09/01/2036	-	-	1,757.50	1,757.50	185,180.00
03/01/2037	185,000.00	1.900%	1,757.50	186,757.50	-
09/01/2037	-	-	-	-	186,757.50
Total	$2,865,000.00	-	$351,037.84	$3,216,037.84	-

SIGNIFICANT DATES

Dated Date	7/08/2021
Delivery Date	7/08/2021
First Coupon Date	3/01/2022

Yield Statistics

Bond Year Dollars	$22,449.29
Average Life	7.836 Years
Average Coupon	1.5636923%
Net Interest Cost (NIC)	1.6913132%
True Interest Cost (TIC)	1.6925453%
Bond Yield for Arbitrage Purposes	1.5532657%
All Inclusive Cost (AIC)	1.9919860%

IRS Form 8038

Net Interest Cost	1.5636923%
Weighted Average Maturity	7.836 Years

File | Parkville MO.sf | 2021A COP 4.27.21 | Issue Summary | 5/19/2021 | 2:21 PM

$2,645,000

City of Parkville, Missouri

Refunding and Improvement Certificates of Participation, Series 2021A

Phase 1 & Phase 2 Improvements

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/08/2021	-	-	-	-	-
03/01/2022	150,000.00	0.400%	22,330.78	172,330.78	-
09/01/2022	-	-	16,951.25	16,951.25	189,282.03
03/01/2023	155,000.00	0.500%	16,951.25	171,951.25	-
09/01/2023	-	-	16,563.75	16,563.75	188,515.00
03/01/2024	155,000.00	0.600%	16,563.75	171,563.75	-
09/01/2024	-	-	16,098.75	16,098.75	187,662.50
03/01/2025	155,000.00	0.700%	16,098.75	171,098.75	-
09/01/2025	-	-	15,556.25	15,556.25	186,655.00
03/01/2026	155,000.00	0.900%	15,556.25	170,556.25	-
09/01/2026	-	-	14,858.75	14,858.75	185,415.00
03/01/2027	160,000.00	1.050%	14,858.75	174,858.75	-
09/01/2027	-	-	14,018.75	14,018.75	188,877.50
03/01/2028	160,000.00	1.250%	14,018.75	174,018.75	-
09/01/2028	-	-	13,018.75	13,018.75	187,037.50
03/01/2029	160,000.00	1.350%	13,018.75	173,018.75	-
09/01/2029	-	-	11,938.75	11,938.75	184,957.50
03/01/2030	165,000.00	1.450%	11,938.75	176,938.75	-
09/01/2030	-	-	10,742.50	10,742.50	187,681.25
03/01/2031	165,000.00	1.550%	10,742.50	175,742.50	-
09/01/2031	-	-	9,463.75	9,463.75	185,206.25
03/01/2032	170,000.00	1.650%	9,463.75	179,463.75	-
09/01/2032	-	-	8,061.25	8,061.25	187,525.00
03/01/2033	175,000.00	1.700%	8,061.25	183,061.25	-
09/01/2033	-	-	6,573.75	6,573.75	189,635.00
03/01/2034	175,000.00	1.750%	6,573.75	181,573.75	-
09/01/2034	-	-	5,042.50	5,042.50	186,616.25
03/01/2035	180,000.00	1.800%	5,042.50	185,042.50	-
09/01/2035	-	-	3,422.50	3,422.50	188,465.00
03/01/2036	180,000.00	1.850%	3,422.50	183,422.50	-
09/01/2036	-	-	1,757.50	1,757.50	185,180.00
03/01/2037	185,000.00	1.900%	1,757.50	186,757.50	-
09/01/2037	-	-	-	-	186,757.50
Total	$2,645,000.00	-	$350,468.28	$2,995,468.28	-

SIGNIFICANT DATES

Dated Date	7/08/2021
Delivery Date	7/08/2021
First Coupon Date	3/01/2022

Yield Statistics

Bond Year Dollars	$22,306.90
Average Life	8.434 Years
Average Coupon	1.5711203%
Net Interest Cost (NIC)	1.6896935%
True Interest Cost (TIC)	1.6906882%
Bond Yield for Arbitrage Purposes	1.5532657%
All Inclusive Cost (AIC)	1.9686934%

IRS Form 8038

Net Interest Cost	1.5711203%
Weighted Average Maturity	8.434 Years

File | Parkville MO.sf | 2021A COP 4.27.21 | Phase 1 & Phase 2 Improve | 5/19/2021 | 2:21 PM

$220,000

City of Parkville, Missouri

Refunding and Improvement Certificates of Participation, Series 2021A

Takeout of 2020 Lease - Road Capital Maintenance

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/08/2021	-	-	-	-	-
03/01/2022	220,000.00	0.400%	569.56	220,569.56	-
09/01/2022	-	-	-	-	220,569.56
Total	$220,000.00	-	$569.56	$220,569.56	-

SIGNIFICANT DATES

Dated Date	7/08/2021
Delivery Date	7/08/2021
First Coupon Date	3/01/2022

Yield Statistics

Bond Year Dollars	$142.39
Average Life	0.647 Years
Average Coupon	0.4000031%
Net Interest Cost (NIC)	1.9450675%
True Interest Cost (TIC)	1.9618879%
Bond Yield for Arbitrage Purposes	1.5532657%
All Inclusive Cost (AIC)	5.3340539%

IRS Form 8038

Net Interest Cost	0.4000031%
Weighted Average Maturity	0.647 Years

$0

City of Parkville, Missouri

Refunding and Improvement Certificates of Participation, Series 2021A

2020 Lease - Route 9 Improvement GAN Renewal

DEBT SERVICE SCHEDULE

Date	Coupon
07/08/2021	-
07/15/2021	-
09/01/2021	-
03/01/2022	-
09/01/2022	-
03/01/2023	-
09/01/2023	-
03/01/2024	-
09/01/2024	-
03/01/2025	-
09/01/2025	-
03/01/2026	-
09/01/2026	-
03/01/2027	-
09/01/2027	-
03/01/2028	-
09/01/2028	-
03/01/2029	-
09/01/2029	-
03/01/2030	-
09/01/2030	-
03/01/2031	-
09/01/2031	-
03/01/2032	-
09/01/2032	-
03/01/2033	-
09/01/2033	-
03/01/2034	-
09/01/2034	-
03/01/2035	-
09/01/2035	-
03/01/2036	-
09/01/2036	-
03/01/2037	-
09/01/2037	-

SIGNIFICANT DATES

Dated Date	7/08/2021
Delivery Date	7/08/2021
First Coupon Date	3/01/2022

Yield Statistics

Bond Year Dollars	-
Average Life	-
Average Coupon	-
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	-
Bond Yield for Arbitrage Purposes	1.5532657%
All Inclusive Cost (AIC)	-

IRS Form 8038

Net Interest Cost	-
Weighted Average Maturity	-

Disclaimer

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CITY OF PARKVILLE, MISSOURI

Policy Title:	Debt Management Policy		
Policy Number:	100-05	**Category**:	Board
Effective Date:	September 16, 2014 Resolution No. 09-01-14	**Updates**:	

INTRODUCTION

The issuance of debt is a strategy for financing major capital expenditures that otherwise might not be achievable with pay-as-you-go financing. Determining the method and timing for financing is subject to numerous considerations. For the purpose of this policy, debt financing includes general obligation bonds, special assessment bonds, revenue bonds, temporary notes, lease/purchase agreements including certificates of participation, and other City obligations permitted to be issued or incurred under Missouri law.

The Debt Management Policy sets forth guidelines for the financing of capital expenditures. It is the objective of the policies that (1) the City obtain financing only when necessary, (2) the process for identifying the timing and amount of debt or other financing be as efficient as possible, (3) the most favorable interest rate and other related costs be obtained, and (4) when appropriate, future financial flexibility be maintained.

The cost of financing through the issuance of debt is also affected by the strength of the City's financial position. Bond ratings and investor's bids are influenced by the City's debt management policies, as well as, the overall financial policies of the City. The City's debt policies are intended to encourage conservative debt management while maintaining the flexibility to use the various financing mechanisms that are available to the City.

POLICIES

1. General Policies

a. To enhance creditworthiness and prudent financial management, the City is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to capital planning will be demonstrated through adoption and periodic adjustment of the Parkville Master Plan and the annual adoption of a Capital Improvement Program (CIP) identifying the benefits, costs, and method of funding each capital improvement planned for the succeeding five years.

b. Long-term borrowing shall be limited to capital equipment and capital improvements that cannot be financed from current revenues. Long-term debt shall not be used for ongoing operating and maintenance expenditures.

c. In general, long-term financing will only be considered under the following circumstances:

   i. When the project/equipment is included in the City's CIP and is in conformance with the Parkville Master Plan.

   ii. When the project/equipment is not included in the City's CIP but it is an urgent need or it is a project/equipment mandated immediately by state or federal requirements, or it is a desirable project/equipment for which grant money has been offered and the matching funds are not readily available from other sources.

   iii. When the project is the result of growth-related activities within the community that require unanticipated and unplanned infrastructure or capital improvements by the City.

   iv. When there are designated revenues sufficient to service debt, whether from project revenues, other specified and reserved resources, or infrastructure cost sharing revenues.

d. Any capital improvement projects or capital equipment financed through debt should be financed for a period not to exceed the expected useful life of the project or equipment.

e. Total debt outstanding, including overlapping debt, will be considered when planning additional debt issuance.

f. Financing requirements will be reviewed annually. The timing for financing will be based upon the City's need for funds, market conditions and debt management policies.

g. The City seeks to maintain the highest possible credit ratings for all categories of short- and long-term general obligation and revenue debt that can be achieved without compromising the delivery of basic City services and the achievement of adopted City policy objectives. The City recognizes that external economic, natural, or other events may from time to time affect the creditworthiness of its debt. Nevertheless, the City is committed to ensuring that actions within its control are prudent.

h. In general, the City will issue general obligation debt through a competitive bidding process. Bids will be awarded on a true interest cost basis (TIC), provided other bidding requirements are satisfied. Issuance of other City debt will be by competitive bidding process or negotiated sale depending on the nature of the debt being issued. Factors to be considered in determining the form of sale include, but are not limited to, the complexity of the issue; the need for specialized expertise; maximizing savings in time or money; or circumstances in which market conditions or City credit are unusually volatile or uncertain. The underwriter(s) for a negotiated sale will be selected through a competitive request for proposals process that considers criteria such as experience, capacity, expertise, and price.

i. The primary responsibility for administering this policy rests with the City Administrator, who shall be assisted by other City staff. The primary responsibility for adopting, and for periodically reviewing and as needed amending, this policy rests with the Board of Aldermen upon recommendation from the Finance Committee.

2. Evaluation Criteria

The following criteria will be used to evaluate pay-as-you-go versus debt financing in funding capital improvements and equipment:

a. Factors which favor pay-as-you-go financing include the following:

   i. Current revenues and fund balances are available.

   ii. Phasing-in of projects is feasible.

   iii. Additional debt levels would adversely affect the City's credit rating.

   iv. Market conditions are unfavorable or suggest difficulties in marketing new debt.

b. Factors which favor debt financing include the following:

   i. Revenues available for debt issues are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating, which can be maintained;

   ii. Market conditions present favorable interest rates and demand for City debt financing.

   iii. A project is mandated by state or federal government and current revenues or fund balances are insufficient to pay project costs.

   iv. A project is immediately required to meet or relieve capacity needs.

   v. The life of the project or asset financed is five years or longer.

   vi. The life of the project or asset is less than five years, but short-term financing that does not exceed the useful life of the project or asset is feasible.

   vii. Cost savings can be achieved by completing improvements as a single large project rather than as a multi-year series of pay-as-you-go smaller projects.

c. The City shall use an objective analytical approach to determine whether it can afford to assume new general obligation bonds beyond what it retires each year. Generally this process will evaluate debt levels compared to key demographic data such as debt per capita, debt as a percentage of taxable value, debt service payments as a percent of current revenues and expenditures, and the overlapping debt of all local taxing jurisdictions. The process shall also examine the direct costs and benefits of any proposed expenditures.

d. For eligible projects, the City should consider a Fewson Fund loan as an alternative to traditional debt financing in order to eliminate or reduce financing costs. Fewson Fund loans should be evaluated based on the criteria outlined in the Fewson Fund Policy, adopted by Resolution No. 12-01-13.

e. For the City to issue new revenue bonds, projected annual revenues shall exceed projected debt payments to a level that will ensure prudent coverage provisions based on type of revenues and market conditions.

f. The City shall exercise caution with the issuance of tax increment financing bonds, special assessment bonds, or other debt instruments for economic development purposes. In general, the following conditions will apply:

   i. Economic development debt financing will only be considered for public improvements that accommodate growth and development with a direct economic impact.

   ii. The City should avoid use of debt financing for speculative projects.

   iii. The applicant must demonstrate that future city property and/or sales taxes will equal or exceed the value of the debt financing incentive during the term of debt issue. The City reserves the right to perform an independent cost-benefit analysis, at the applicant's cost, to verify (1) the project's return on investment for the City and (2) feasibility and capacity of the development to generate revenues adequate to cover annual debt service.

   iv. The applicant must receive approval for a preliminary or final development plan before or in conjunction with the Board of Aldermen's consideration of economic development debt financing. The City desires to confirm that the proposed development is consistent with the Parkville Master Plan and all applicable development standards and regulations before conferring economic development incentives.

   v. The applicant may be required to enter into a development agreement with the City as a condition of debt financing. The development agreement will address the standards and conditions unique to each project such as, but not limited to, collateral to secure the City's debt financing risk and milestones that must be met by the applicant before debt is issued.

3. Administration and Financing

a. All payments of general obligation bonds and revenue bonds shall be from a segregated debt service fund established for that purpose. The fund balance plus anticipated revenues will be maintained at a level equal to or greater than the total principal and interest payable from that Fund for the upcoming semi-annual debt service payment.

b. All general obligation and revenue bond proceeds shall be invested separate from the City's consolidated cash pool unless otherwise specified by the bond legislation. Investments will be consistent with those authorized by state law and the City's applicable investment policies in order to maintain safety and liquidity of the funds.

c. The City will retain external bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all State constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status. The bond counsel retained must have comprehensive municipal debt experience and a thorough understanding of Missouri law as it relates to the issuance of municipal debt.

d. The City will retain an external independent financial advisor to be selected through a competitive request for proposals process. The financial advisor shall not have a relationship with any underwriters. The major criteria in the selection process for a financial advisor will be comprehensive municipal debt experience, experience with diverse financial structuring and pricing of municipal securities, as well as overall cost of services.

4. Debt Limitations

a. Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, the type of debt being issued, and the nature and type of repayment source. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to rapidly recapture its debt capacity for future use.

b. The Missouri Constitution permits a city, by vote of two-thirds of the voting electorate, to incur general obligation indebtedness for city purposes not to exceed 10% of the assessed value of taxable tangible property. The City may issue additional debt not to exceed 10% of assessed valuation (20% total) for street and sewer improvements, or purchasing or constructing water or electric utility plants. The City's total general obligation indebtedness should not exceed 80% of the limit prescribed by State law.

c. The City does not have a prescribed limit for per capita general obligation bond principal. In evaluating opportunities to issue debt, the City will maintain per capita debt levels at rates reflective of infrastructure needs, population growth, bond rating standards, and other relevant factors.

d. The City will not issue short term tax anticipation debt.

5. Refunding of Debt

a. Periodic reviews of all outstanding debts will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to modernize covenants essential to operations and management.

b. City staff and the financial advisor shall monitor the municipal bond market for opportunities to obtain interest cost savings by refunding outstanding debt. As a general rule, current refundings will be undertaken only if there is a present value savings, and advanced refundings will be undertaken only if the present value savings, after refinancing costs, exceed 3% of the refunded debt service.

c. Refunding issues that produce net present value savings of less than the targeted amount may be considered on a case-by-case basis. Refunding issues with negative savings will not be considered unless there is a compelling public policy objective.

6. Conduit Financings

a. The City may sponsor conduit financings in the form of Chapter 100 Industrial Revenue Bonds for those economic activities that have a general public purpose and are consistent with the City's overall service and policy objectives as determined by the Board of Aldermen. All conduit financings must insulate the City completely from any credit risk or exposure and must first be approved by the Finance Committee before being submitted to the Board of Aldermen for consideration. The City will retain the right to approve the underwriter and bond counsel, require compliance with disclosure and arbitrage requirements, and establish minimum ratings or credit worthiness acceptable for conduit debt. Credit enhancements, such as insurance or letters of credit, may be required for certain issues.

7. Post Issue Management

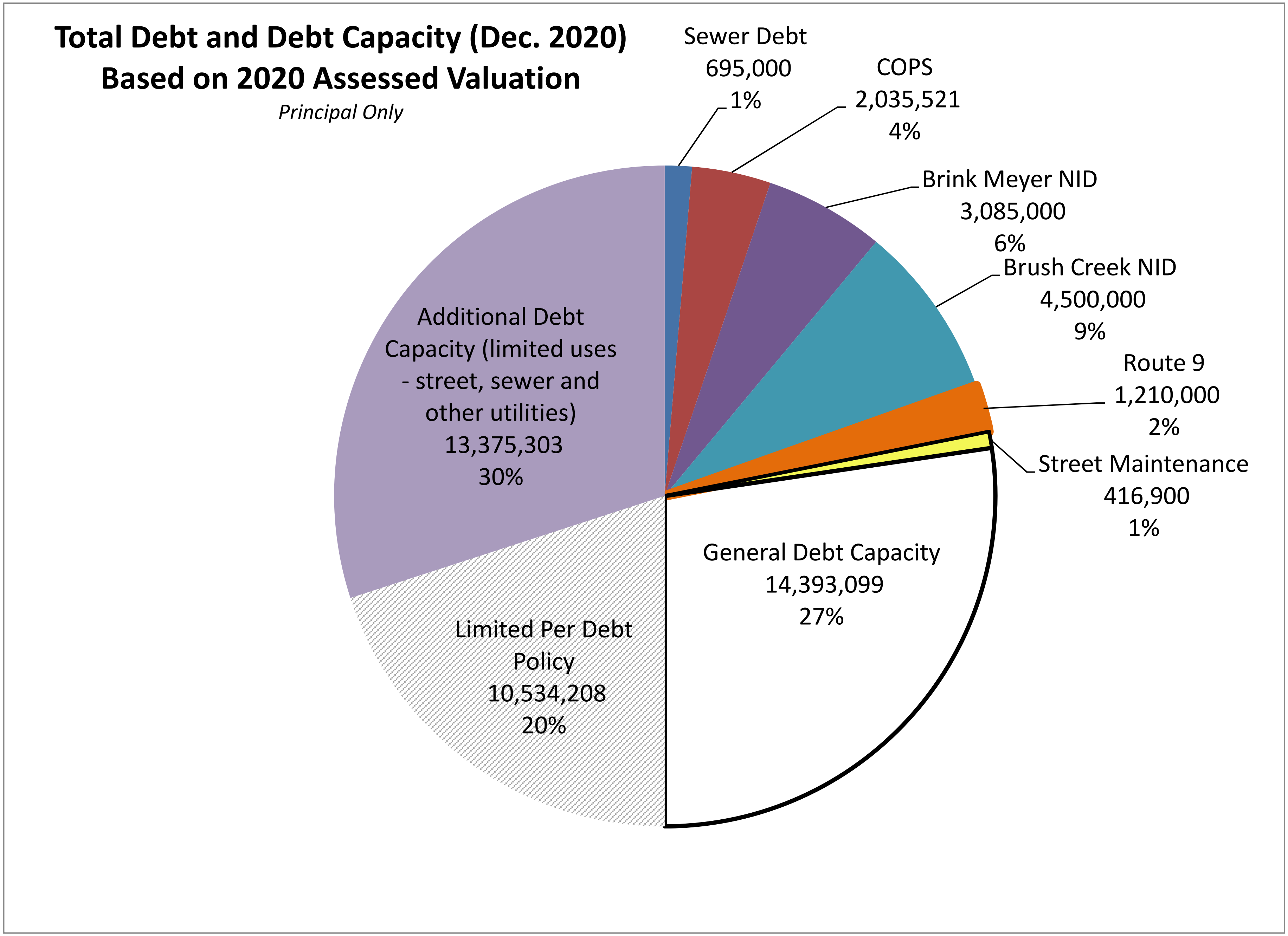
a. The City will establish procedures for ensuring the City is compliant with tax-exempt financing rules and regulations.

b. Federal arbitrage legislation is intended to discourage governmental entities from issuing tax-exempt obligations unnecessarily. In compliance with the spirit of this legislation, the City will issue obligations only when it appears the proceeds will be utilized in a timely fashion. Because of the complexity of arbitrage regulations and the severity of non-compliance penalties, the City will engage outside consultants when arbitrage related questions arise and to calculate potential arbitrage liability.

c. The City is committed to meeting secondary disclosure requirements on a timely and comprehensive basis. The City is committed to full and complete primary and secondary financial disclosure and to cooperating fully with rating agencies, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share clear, comprehensible, and accurate financial information.

d. Official statements accompanying debt issues, audited financial statements, and continuing disclosure statements will meet (at a minimum), the standards articulated by the Government Accounting Standards Board (GASB), the National Federation of Municipal Analysts, the Securities and Exchange Commission (SEC), and Generally Accepted Accounting principles (GAAP).

e. The City shall take care to stay in compliance with all continuing disclosure agreements entered into in connection with issuance of debt. The City should thoroughly understand its obligations to gather and keep current the required information. The City will post the year-end financial report along with any other required information to the Electronic Municipal Market Access (EMMA) site maintained by the Municipal Securities Rulemaking Board (MSRB) within the time agreed to in the disclosure agreement. If a material event occurs as identified by the agreement, the City will file a notice to EMMA within 10 business days.


Total Debt and Debt Capacity (Dec. 2020)
Based on 2020 Assessed Valuation
Principal Only
Sewer Debt
695,000
1%
COPS
2,035,521
4%
Brink Meyer NID
3,085,000
6%
Brush Creek NID
4,500,000
9%
Route 9
1,210,000
2%
Street Maintenance
416,900
1%
General Debt Capacity
14,393,099
27%
Limited Per Debt
Policy
10,534,208
20%
Additional Debt
Capacity (limited uses
- street, sewer and
other utilities)
13,375,303
30%

CITY OF PARKVILLE
Policy Report

Date: May 20, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a small construction agreement with Lester Buildings to construct a shelter building in Watkins Park (Public Works)

BACKGROUND:
In November 2016, the Board of Aldermen adopted the Parks Master Plan. Although the primary focus was improvements to English Landing and Platte Landing parks, the study did address the need to upgrade the neighborhood parks, including Adams and Watkins parks located near Main Street.

The 2020 Capital Improvements Program (CIP) included funding available for improvements to Adams and Watkins parks. Based on additional discussions associated with this project, there was a desire to gain input from the residents who would utilize the parks and their amenities. Through a public engagement process that started in July 2020, Vireo drafted master plans for both neighborhood parks. They were reviewed by the Community Land and Recreation Board (CLARB) and adopted by the Board of Aldermen on November 3, 2020.

Watkins Park contains a vast green space that will remain. In the first phase, the parking lot will be relocated closer to the road, fencing will be used to better define the park, a small playground will be added, a loop trail will be installed around the perimeter and a shelter house will be relocated closer to the proposed parking area. The ultimate master plan will include upgrades to the playground area, upgraded shelter, resurfacing of the basketball courts and enhancements to the stream corridor.

One of the key components to the first phase of the Watkins Park is the construction of a new shelter. Staff worked directly with Lester Buildings on the design. Lester Buildings has been involved with several of the construction of shelters in the park. The design of the proposed shelter will be in line with the other park shelter buildings.

Lester Buildings provided a project cost of $19,900 for the design and construction of the Watkins Park Shelter Building.

BUDGET IMPACT:
The 2021 CIP includes $50,000 for improvements to Watkins Park. The City received $26,000 from Platte County through their Park Outreach Grant Program to assist with funding the improvements. The total budget available for this project is $75,000.

ALTERNATIVES:

1. Approve a construction agreement with Lester Buildings for the construction of Watkins Park Shelter Building.
2. Provide feedback to staff related to Watkins Park.
3. Postpone this item.

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with Lester Buildings for the Watkins Park Shelter Building.

POLICY:

The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:

I move to recommend that the Board of Aldermen approve a construction agreement with Lester Buildings for the Watkins Park Shelter Building in the amount of $19,900.

ATTACHMENTS:

1. Draft Agreement

SMALL CONSTRUCTION SERVICES AGREEMENT

THIS SERVICE AGREEMENT, entered into on this **1st day of June, 2021** by and between the CITY OF PARKVILLE, MISSOURI ("City") and **LESTER BUILDINGS**, ("Contractor").

WHEREAS, the City seeks to hire Contractor to provide certain construction services as described in Exhibit "A" to this Agreement (the "Construction Services"); and

WHEREAS, the City has budgeted funds to acquire the services necessary to complete the Construction Services; and

WHEREAS, Contractor has the necessary staff and qualifications to provide the Construction Services to the City.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and agreements set forth herein, the parties mutually agree as follows:

I. SCOPE OF SERVICES

A. The term "Construction Services" when used in this Agreement shall mean any and all labor, material, equipment, insurance, surety bonds or other thing of value that may be required by this Agreement including its exhibits.
B. The City agrees to retain Contractor and Contractor agrees to perform and complete the Construction Services described in the **Exhibit "A"** – Scope of Work, attached hereto and incorporated by reference.
C. Service Provider represents it has all necessary skills, personnel, financial capacity, licenses, permits, knowledge, and certifications required to perform the Services described herein.

II. COMPENSATION

A. As consideration for providing the Construction Services, the City shall pay Contractor as set forth in **Exhibit "A".**
B. Contractor shall submit its invoices to the City either at completion of the Project, or on such milestone or other interim terms as set forth on **Exhibit "A"**. Contractor's final invoice shall be accompanied by Waivers and Releases of Claim on the forms attached as **Exhibit "B-2"** to this Agreement, executed by Contractor any all subcontractors with contract values of $5,000 or more, and notarized. If partial payments are authorized on **Exhibit "A",** then Contractor shall submit partial waivers on the form attached as **Exhibit "B-1."** The City agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the City. In the event of a dispute, and prior to the invoice's due date, City shall pay the undisputed portion of the invoice and notify Contractor of the nature of the dispute regarding the balance.
C. Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Agreement unless permission to destroy them is granted by the City.

III. SCHEDULE

A. Time is of the essence in performance of this Agreement.
B. Unless otherwise directed by the City, Contractor shall commence performance of the Construction Services upon execution of this Agreement.
C. Services shall be completed within the schedule set forth on **Exhibit "A"**.
D. Neither the City nor the Contractor shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party.
E. If **Exhibit "A"** contains a provision for Liquidated Damages, it shall be because the parties have agreed that late completion of the Construction Services by Contractor would cause irreparable harm to the City, which harm is difficult to quantify; and that the parties have agreed that the amount stated in Exhibit "A" for Liquidated Damages is a fair approximation of the daily costs that the City would incur for late Substantial Completion of the work.

IV. CHANGES

A. The City reserves the right issue Changes, both additive and deductive, to the Scope of Work at the City's discretion. Contractor shall advise the City of additional costs and time delays, if any, resulting from such Changes, before Contractor performs the Changes. No adjustment to the Contract Time or Contract Price will be permitted unless Contractor has advised the City of the potential impact prior to commencing work on the Change, and the City either issues a Change Order which is agreed to by the parties, or the City directs the Contractor to proceed.
B. Contractor shall provide Construction Services under this Agreement only upon written request of the City and only to the extent defined and required by the City. Any additional services or materials provided by the Contractor without the City's prior written consent shall be at the Contractor's own risk, cost, and expense, and Contractor shall not make a claim for compensation from the City for such work.

V. INDEMNIFICATION

A. Contractor shall indemnify and hold harmless the City and its departments, elected officials, officers, employees and agents, from and against all liability, suits, actions, proceedings, judgments, claims, losses, damages, and injuries (including attorneys' fees and other expenses of litigation, arbitration, mediation or appeal), which in whole or in part arise out of or have been connected with Contractor's negligence, error, omission, recklessness, or wrongful or criminal conduct in the performance of Construction Services, including performance by Contractor's employees and agents; or arising from any claim for libel, slander, defamation, copyright infringement, invasion of privacy, piracy and/or plagiarism related to any materials related to materials furnished by Contractor in the course of performance of the work, except to the extent that such claims arise from materials created or supplied by the City.
B. Contractor's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Contractor whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

VI. INSURANCE

A. Contractor shall secure and maintain, at its expense, through the duration of this Agreement insurance as set forth on **Exhibit "C."**

VII. ASSIGNMENT OF AND RESPONSIBILITY FOR PERSONNEL

A. Contractor's assignment of personnel to perform the Services shall be subject to the City's oversight and general guidance. The City reserves the right to request qualifications and/or reject service from any and all employees of the Contractor.

B. Unless otherwise stated in **Exhibit "A"**, Contractor shall be represented by a Superintendent or Foreman authorized to give and receive all instruction and notices from and to the City at all times while performing Construction Services, and shall have on site a person who is fluent in all languages necessary to communicate instructions regarding the work and information regarding medical emergencies with Contractor's employees and subcontractors.

C. All of the Construction Services required hereunder will be performed by the Contractor or under Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement including, but not limited to, indemnification, insurance and warranties.

E. Contractor and all subcontractors with a contract value of $5,000 or more shall execute affidavits on the form attached as **Exhibit "D"**, attesting to their compliance with RSMo. § 285.530.5 concerning compliance with Missouri's Worker Eligibility requirements.

F. Contractor and all subcontractors must require all on-site employees to complete the ten-hour construction training program required under Section 292.675 RSMo. unless they have previously completed the program and have documentation of having done so. Contractor shall execute the affidavit attached as **Exhibit "E"**, attesting that it has provided OSHA safety training for its on-site employees. Contractor will forfeit a penalty to the City of $2,500 plus an additional $100 for each employee employed by Contractor or any subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. See Section 292.675 RSMo.

G. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

VIII. WARRANTY

A. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Scope of Work documents require or permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Scope of Work documents and will be free from defects, except for those inherent in the quality of the Work the Scope of Work documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the work not executed by the Contractor or its subcontractors or suppliers, improper or insufficient maintenance or improper operation. If required by the Owner, the

Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's warranties required by the Agreement (express and implied) shall remain in full force and effect even if a material or equipment item is required by the Owner to be manufactured by a specific entity, and no other equivalent product manufactured by any other entity is acceptable.

B. The Contractor's warranty in Section IX.A. shall not be construed to replace, change or otherwise limit any statutory or common law warranty rights of the Owner, or any other Contract requirements.

IX. OWNERSHIP OF WORK PRODUCT

Contractor agrees that any documents, materials and/or work products produced in whole or in part by or through it under this Agreement, any intellectual property rights of Contractor therein (collectively the "Works") are intended to be owned by the City. Accordingly, Contractor hereby assigns and agrees to assign to the City all of it right title and interest in and to such Works.

X. RELATIONSHIP OF THE PARTIES

A. Contractor represents that it is an independent contractor and that no personnel performing any of the Construction Services shall be employees of or have any contractual relationship with the City.

XI. NOTICES

A. All notices required by this Agreement shall be in writing, and unless otherwise directed by this Agreement, shall be sent to the addresses as set forth in this Section:

B. Notices sent by Contractor shall be sent to:

City of Parkville
Attn: Alysen Abel, Public Works Director
8880 Clark Ave.
Parkville, MO 64152

C. Notices sent by the City shall be sent to:

SherGain LLC
Attn: Harold Sherwood
Independent Lester Building Systems Dealer
12615 NW 145Th St.
Platte City, MO 64079

XII. CORRECTION OF WORK

The Contractor shall promptly correct work rejected by the City or failing to conform to the requirements of the Agreement, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for services and expenses of a designer made necessary thereby, shall be at the

Contractor's expense. If the Contractor fails to correct nonconforming Work within ten (10) days after receipt of written notice from the City, the City may correct it at Contractor's expense.

XIII. TERM AND TERMINATION

A. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties.

B. Notwithstanding anything to the contrary in this Agreement or exhibit, the City reserves the right and may elect to terminate this Agreement at any time, with or without cause, by giving at least ten (10) days' written notice to the Contractor. The City shall compensate Contractor for the Construction Services that have been completed to the City's satisfaction as of the date of termination. Contractor shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

C. The City may terminate the Agreement for cause if the Contractor

1. refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials, equipment, services or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. or its Subcontractors or Sub-subcontractors causes a work stoppage due to any strike, picket, boycott or participates in any voluntary or involuntary cessation of Work; or
5. otherwise is guilty of substantial breach of a provision of the Agreement.

When any of the above reasons exist, the City may without prejudice to any other rights or remedies of the City and after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice, terminate the Agreement and may, subject to any prior rights of the surety, if any:

1. Exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
2. Direct the work of subcontractors; and
3. Finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work.

When the Owner terminates the Agreement for one of the reasons stated in Section XIV. A., the Contractor shall not be entitled to receive further payment until the Work is finished.

If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for the services and expenses of a designer, and legal, consultant and testing fees made necessary thereby, and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor or its surety, if any, shall pay the difference to the City upon demand. The obligation for payment, if any, shall survive termination of the Agreement.

XIV. RESOLUTION OF DISPUTES

A. Should the Contractor believe that it is entitled to any relief due to errors, omissions or defects in the Plans or Specifications, or as a result of any act or omission of an independent contractor designer in connection with the Project, the City shall cooperate with the Contractor by permitting the Contractor to pursue legal action against the designer in the name of the City at Contractor's sole risk and expense as the City would otherwise have against such designer. The City shall pay to Contractor such sums as may be recovered from the designer on behalf of Contractor. Other than this duty of cooperation and remittance, the City shall have no liability or obligation to Contractor for any act, error, omission, negligence or breach of duty by a designer.

B. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.

C. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the City Public Works Director as to such matter or other action on which the dispute is based. A decision of the City Public Works Director (where appropriate) under GC-7 above; notice of dispute, and direct negotiation, shall be conditions precedent to further action.

D. Arbitration of disputes.

1. Claims, except those waived as provided for elsewhere in this Agreement, which have not been resolved by the procedures described above, shall be decided by arbitration which, unless the parties mutually agree otherwise, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect at the time of the arbitration. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association.
2. A demand for arbitration may be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations.
3. An arbitration pursuant to this Section may be joined with an arbitration involving common issues of law or fact between the City or Contractor and any person or entity with whom the City or Contractor has a contractual obligation to arbitrate disputes which does not prohibit consolidation or joinder. No other arbitration arising out of or relating to the Contract shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to the Contract or not a party to an agreement with the City Contractor, except by written consent containing a specific reference to the Agreement signed by the City and Contractor and any other person or entities sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to the Agreement shall be

specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4. Claims and Timely Assertion of Claims. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
5. Judgment on Final Award. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

XV. MISCELLANEOUS PROVISIONS

A. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.

B. Assignability. Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto. Provided, however, that the claims for money by Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

C. Media Announcements. Contractor shall not be authorized to make statements to the media or otherwise on behalf of the City without express direction and consent of the City

D. Compliance with Local Laws. Contractor shall comply with all applicable laws, ordinances, and codes of the State of Missouri and local governments, and shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

E. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

i. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, or sex. Service Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, religion, or sex. Such action shall include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

ii. Contractor will, in all solicitation or advertisements for employees placed by or on behalf of Professional, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, religion, or sex.

iii. Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

F. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, shall have any personal financial interest, direct or indirect, in this Agreement, and Contractor shall take appropriate steps to assure compliance.

G. Interest of Contractor and Employees. Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

H. Entire Agreement. This Agreement represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals, or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the City and Contractor, and attached hereto.

I. Severability. If any part, term or provision of this Agreement, or any attachments or amendments hereto, is declared invalid, void, or enforceable, all remaining parts, terms, and provisions shall remain in full force and effect.

J. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision of breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

K. Third Parties. The Services to be performed by the Contractor are intended solely for the benefit for the City. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CITY OF PARKVILLE, MISSOURI

By: ____________________________

Nanette K. Johnston, Mayor

ATTEST:

____

Melissa McChesney, City Clerk

LESTER BUILDINGS

By: ____________________________

Harold Sherwood

Shergain LLC, Independent Lester Building Systems Dealer

Exhibit A

Scope of Work and Pricing

Watkins Park Shelter

Lester Structural System: Uni-Frame Embedded
Width: 16'-0" Length: 24'-0" Clear Height: 8'-0"

Building Code: IBC-2018
End Use: Assembly - Park Shelter Risk Class: General Use
Ground Snow Load (psf): 20.1 UniForm Roof Snow Load (psf): 15.8
Roof Dead Load (psf): 4 Truss Bottom Chord Load (psf): 5
Design Bottom Chord Braces for Ceiling Load: Yes

Design Wind Speed (mph): 115 Ultimate
Warranted Wind Speed (mph): 90.9
Exposure Category: C

*See Attached Proposal

Project Total: $19,900

Term of Agreement: Completed by August 31, 2021

Detailed Building Specifications for City Of Parkville MO, 8880 Clark Avenue, Parkville, MO 64152

Building Location

SherGain LLC, Independent Lester Buildings System Dealer, proposes to deliver, furnish and erect to industry standards the described building to the following location: City Of Parkville MO, 8880 Clark Avenue, Parkville, MO 64152.

Building Description

Lester Structural System: Uni-Frame Embedded
Width: 16'-0" Length: 24'-0" Clear Height: 8'-0"

Building Code: IBC-2018
End Use: Assembly - Park Shelter
Risk Class: General Use
Ground Snow Load (psf): 20.1
UniForm Roof Snow Load (psf): 15.8
Roof Dead Load (psf): 4
Truss Bottom Chord Load (psf): 5
Design Bottom Chord Braces for Ceiling Load: Yes

Design Wind Speed (mph): 115 Ultimate
Warranted Wind Speed (mph): 90.9
Exposure Category: C

Basic Construction Specifications

Lester Uni-Frame Embedded System: See Drawings.

Roof and Roof Accessories	
Material: Uni-Rib 28ga - AZ50 SMP	Insulation: None
Sheathing: None	Fasteners: Colored Screws
Top Chord Slope: 4 / 12	Overhangs: S1: 1'-0"; S2: 1'-0"; E1: 1'-0"; E2: 1'-0"
Bottom Chord Slope: 0 / 12	Annex or Dormers: None
Additional:	

Exterior Walls			
EW1	EW2	SW1	SW2
Panel Material: Uni-Rib 28ga - AZ50 SMP	Panel Material: Uni-Rib 28ga - AZ50 SMP	Panel Material: Uni-Rib 28ga - AZ50 SMP	Panel Material: Uni-Rib 28ga - AZ50 SMP
Fasteners: Colored Screws	Fasteners: Colored Screws	Fasteners: Colored Screws	Fasteners: Colored Screws
Sheathing: None	Sheathing: None	Sheathing: None	Sheathing: None
Insulation: None	Insulation: None	Insulation: None	Insulation: None
Wainscot Material: None	Wainscot Material: None	Wainscot Material: None	Wainscot Material: None
Wainscot Insulation: None	Wainscot Insulation: None	Wainscot Insulation: None	Wainscot Insulation: None
Gable Material: None	Gable Material: None	Eave Material: None	Eave Material: None
Additional: **All six laminated posts are wrapped with steel**			

Interior Walls/Partition Wall/Ceiling

EW1	EW2	SW1	SW2	Ceiling
Material: None	Material: None	Material: None	Material: None	Material: Uni-Rib 29ga-G90 SMP
Insulation: None	Insulation: None	Insulation: None	Insulation: None	Insulation: None
Additional:				
Exterior and interior finishes require "surface mounted" electrical and plumbing fixtures and connections. Any holes cut into the final finish material will require a labor and material surcharge. Consult your salesperson for an estimate.				

Porches

Refer to floor plan and or elevation drawings for additional information.

ID	Width	Height	Slope	Drop	Roof Finish	Eave Finish	Over Hang	Angle Block	Y Br.	Gutter	D.S.

Additional:

Partitions

ID	Location from E1	Effective Length	Partition Framing	Girt Spacing	Sheathing Facing E1	Sheathing Facing E2
None						

Openings Schedule

Refer to floor plan and or elevation drawings, AJ Door and Windows Product Bulletin, and Openings Schedule Report for additional information.

ID	Quantity	Type / Model / Size
A	2	Clear Opening - Custom / Custom Size (Specify)
B	4	Clear Opening - Custom / Custom Size (Specify)

Additional:

Accessory Schedule

Refer to Accessory Product Bulletins for additional information.

ID	Quantity	Type / Model / Size
A	1	Ridgecap - Metal / Ridgecap - Metal / Ridgecap - Vented

Additional:

Additional Accessories

Gutters:	S1:	Gutter - F.B.O.
	S2:	Gutter - F.B.O.
Downspouts:	S1:	0
	S2:	0
Snow Retention Trim:	S1:	No
	S2:	No
Additional:		

Building Color Schedule

Roof Colors

Roof:	**Non-Cfg Shingles**:	**Cupola Roof**:	

Building Color Schedule			
Evergreen	N/A	N/A	
Eave Trim: Evergreen	**Rake**: Evergreen	**Cupola Body**: N/A	
Gutter: N/A	**Ridge Cap**: Evergreen	**Cupola Base**: N/A	
	Ridge Vent: N/A		
Wall Colors			
Exterior Walls: Snow White	**Wainscot**: N/A	**Ceiling Liner**: Bone White	**Porch Roof**: N/A
Gable: N/A	**Eave Finish**: N/A	**Wall Liner**: N/A	**Porch Column Covers**: N/A
Gable Louver: N/A	**Accent**: N/A		**Porch Vblock**: N/A
Insulated Wall Batten: N/A	**DownSpout**: N/A	**Partition:** N/A	**Porch Ceiling or Soffit**: N/A
	Soffit: Snow White		
Opening & Trim Colors			
Base Trim: Evergreen	**Overhead Door Panel**: N/A	**Signature Sldg. Door Field**: N/A	**Dutch Dr. Insert**: N/A
Corner: Evergreen	**Overhead Door Jamb**: N/A	**Signature Sldg Trim**: N/A	**Dutch Dr. Frame**: N/A
Sldg. Door Panel: N/A	**Walk Door**: N/A	**Signature Sldg Jamb**: N/A	**Horse Stall**: N/A
Sldg. Door Verticals: N/A	**Walk Door Trim**: N/A	**Signature Sldg Window**: N/A	**Mansard Roof**: N/A
Sldg. Door Jamb: N/A	**Window**: N/A	**Signature Sldg Track Cover**: N/A	**Mansard Fascia**: N/A
Sliding Door Track: N/A	**Window Trim**: N/A	**Large Door Panel**: N/A	**Mansard Soffit**: N/A
Sliding Door Bottom Girt: N/A	**Shutters**: N/A	**Large Door Trim**: N/A	**Clear Opening Trim**: Snow White
			Curtain Opening Trim: N/A

Additional: City is tp provide any fill to elevate the site and I will prepare the correct elevation, provide crush and run gravel to back fill the holes and elevate the site for concrete base.

Inclusions/Exclusions		
Item	**Includes**	**Excludes**
Site preparation		x
Fill and preparation needed for concrete grade heights-crush run provided by city		x
Lester building material package	x	
Labor	x	
Delivery	x	
Builders risk insurance	x	
General liability and workmans' comp.	x	
Signed engineered drawings	x	
Architectural stamp	x	

Local building permits	x	
Concrete and placement of concrete		
Jobsite electricity		
Final exterior landscaping - grading		x
Electrical hook-up of overhead doors		x
Interior finishing-steel ceiling included		x
Dumpster & portable restroom	x	
Complete construction project debris removal	x	
Tax- sales tax exempt	x	

Exclusions Note
All items not specifically listed above or noted elsewhere are excluded from this proposal. The investment proposal assumes building site is prepared and level, with no underground obstructions, has easy and obtainable Tractor/Trailer access and has no other features that can inhibit efficient construction performance. Any delays or additional costs resulting from owner(s) or owner(s) agents negligence to or failure to comply with any part of this proposal, or have not completed site preparation prior to start of construction will be charged extra material and labor according to Change Order Procedures and Schedules.

Work Authorization
No holds are applied to this project. It will be fully processed, produced, and delivered as scheduled.

Total Building Investment	$19,900.00

Note: This investment proposal is based on Lester Improv Project R62A-15205-01-00, and the Price File QP032521 that expires on May 10, 2021.

This is a price and specifications proposal. The terms and conditions of a construction contract will be defined and signed in a contract document.

Authorized this ________ day of _________________________, 20____

By (Buyer Signature) ____

Printed Name: ____

By (SherGain LLC)____________________________________

Printed Name: ____

This proposal was prepared for you by SherGain LLC, Independent Lester Building Systems Dealer.

2021 Projects

Division	Type	New or Replacement	Name	Project Description	Funding Source	2021 Budget	Funds Spent	Remaining Funds to Be Spent	Status / Projected Quarter
Admin/IT	Equipment	Replacement	Computer Replacement Cycle	Continue cycle to replace 25% of office computers each year in order to maintain a four-year replacement cycle for software, hardware, operating systems, and warranties.	100% General Fund	$ 6,000		$ 6,000	
Admin	Project	Project	Building Safety Upgrades	Install bulletproof glass panels on the 2nd floor enclosure	100% General Fund	$ 16,000		$ 16,000	
Admin	Project	Replacement	City Hall Building Repairs	Repairs include internal painting Phase 2	100% General Fund	$ 30,000		$ 30,000	
Admin	Project	New	Court Copier	New Copier for the Municipal Court	100% General Fund	$ 4,000		$ 4,000	
Admin	Project	New	Court Software Upodate	ShowMe Court software purchase, mandated by the State.	100% General Fund	$ 15,000		$ 15,000	
					TOTAL ADMIN/IT/Court	**$ 71,000**	**$ -**	**$ 71,000**	
CD	Project	New	Bell Road PSP Plan	Develop a prelimninary plan for the improvements to Bell Road.	100% General Fund	$ 10,000	**$ -**	$ 10,000	4th Quarter
CD	Project	New	Master Plan Update	The Parkville Master Plan was adopted in 2009, and is recommended to be updated every 10 years. Project includes a consultant team conducting an extensive public engagement process, and updating the current plan's vision, community goals and objectives, SWOT analysis, data, maps and future land use projections.	100% General Fund	$ 60,000	$ 33,212	$ 26,788	2nd Quarter
					TOTAL COMMUNITY DEVELOPMENT	**$ 70,000**	**$ 33,212**	**$ 36,788**	

Police	Equipment	Replacement	Battery/Radio Replacement	Replace existing Police portable radios and Police mobile radios over next five years	100% General Fund	$ 20,000		$ 20,000	
Police	Equipment	Replacement	Patrol Vehicle	Two AWD Police Vehicle including emergency equipment, video, radio, etc.	100% General Fund	$ 81,798		$ 81,798	
Police	Equipment	Replacement	In-Car Video Systems	Replace existing in-car video system with updated system. Will be on a five-year maintenance cycle to match warranty pending wear and tear.	100% General Fund	$ 4,136		$ 4,136	
Police	Project	New	PD Substation Design	Design of the PD Substation on the West side of Parkville	100% General Fund	$ 10,000		$ 10,000	
					TOTAL POLICE	**$ 115,934**	**$ -**	**$ 115,934**	
PW	Project	New	Entryway Monument Prelim Plan	Design of the monument signs at the entrances to Parkville on the east and west sides of Hwy 45.	100% General Fund	$ 10,000	$ -	$ 10,000	4th Quarter
PW	Project	New	Public Parking Lot Lease/Purchase	Lease/purchase payment for a public parking lot. The lease/payment will continue for 25 Years, for the use of the public parking lot for 99 years.	100% General Fund	$ 22,041		$ 22,041	
					TOTAL PW	**$ 32,041**	**$ -**	**$ 32,041**	
Streets	Project	Replacement	Storm Sewer Evaluation and Repair	Review the condition of the existing public storm sewers. Repairs will be made based on findings.	100% General Fund	$ 35,000	$ -	$ 35,000	3rd Quarter
					TOTAL STREETS	**$ 35,000**	**$ -**	**$ 35,000**	
					TOTAL GENERAL FUND	**$ 323,975**	**$ 33,212**	**$ 290,763**	

Sewer	Project	Replacement	FF Hwy Pump Station	Upgrades to the FF Hwy Pump Station	100% Sewer Fund	$ 140,000	$ -	$ 140,000	3rd Quarter
Sewer	Equipment	Replacement	CCTV	Program to clean and televise a portion of the 15,000 feet per year of the City's sewers.	100% Sewer Fund	$ 60,300	$ -	$ 60,300	2nd Quarter
Sewer	Equipment	Replacement	DO Meter	Replacement DO Meter Unit.	100% Sewer Fund	$ 20,500	$ -	$ 20,500	2nd Quarter
Sewer	Equipment	Replacement	Mixer	Replacement of Mixer.	100% Sewer Fund	$ 12,000	$ -	$ 12,000	2nd Quarter
Sewer	Project	New	Clarifier Floor	Replacement of Clarifier Floor.	100% Sewer Fund	$ 54,000	$ -	$ 54,000	4th Quarter
Sewer	Project	New	UV Bulbs/sleeves/ballasts	Replacement of UV Bulbs/sleeves/ballasts.	100% Sewer Fund	$ 14,000	$ -	$ 14,000	2nd Quarter
Sewer	Equipment	Replacement	Clarifier Drive	Rebuild two clarifier drives at WWTP.	100% Sewer Fund	$ 16,000	$ -	$ 16,000	4th Quarter
Sewer	Equipment	New	Ongoing Sanitary Sewer Repairs	Periodic projects to rebuild sewer pipes, using the CIP process.	100% Sewer Fund	$ 240,000	$ -	$ 240,000	3rd Quarter
Sewer	Project	New	Zero Turn Mower	Replacement of Zero Turn Mower.	100% Sewer Fund	$ 17,000	$ 14,628	$ 2,372	**COMPLETED**
					TOTAL SEWER	**$ 573,800**	**$ 14,628**	**$ 559,172**	
Transportation	Maintenance	New	2" Asphalt Mill and Overlay	Contractor to mill and overlay existing asphalt streets in the City that have become deteriorated.	100% Transportation Fund	$ 250,000	$ -	$ 250,000	3rd Quarter
Transportation	Maintenance	New	Curb & Sidewalk Repair	Repair defective sections of curb and sidewalk due to general deterioration.	100% Transportation Fund	$ 50,000	$ -	$ 50,000	2nd Quarter
Transportation	Maintenance	New	Snow Box Attachment	Purchase of snow box attachment to assist with plowing snow in the downtown and small parking areas.	100% Transportation Fund	$ 5,000	$ -	$ 5,000	2022
Transportation	Maintenance	New	Crack Sealing	Crack sealing of existing street in the City. Includes rental of crack sealing machine and crack seal material.	100% Transportation Fund	$ 10,000	$ -	$ 10,000	4th Quarter
Transportation	Maintenance	New	Street Striping	Needed to re-paint areas on the pavement such as centerlines and stop bars for traffic safety.	100% Transportation Fund	$ 10,000	$ -	$ 10,000	3rd Quarter
					TOTAL TRANSPORTATION	**$ 325,000**	**$ -**	**$ 325,000**	

Project Fund	Project	Replacement	Route 9 Future Phases	Major Street Reconstruction	Project Funds/CID	$ 185,503		$ 185,503	
Project Fund	Project	Replacement	Route 9: Hwy 45 to Lakeview Dr	Major Street Reconstruction	MoDot Cost Share	$ 3,575,000	$ -	$ 3,575,000	2022
Project Fund	Project	Replacement	Route 9 Hwy 9-6th St Intersection	Major Street Reconstruction	Projects Fund/MoDot /Chapter 100	$ 762,175	$ -	$ 762,175	3rd Quarter
					TOTAL PROJECTS FUND	**$ 4,522,678**	**$ -**	**$ 4,522,678**	
Parks Sales Tax	Project	New	PLP Ballfields	The engineering of baseball fields and multipurpose fields.	100% Parks Sales Tax	$ 800,000	$ -	$ 800,000	4th Quarter
Parks Sales Tax	Project	New	Grading for Ballfields	Grading for the proposed ballfields in Platte Landing Park.	100% Parks Sales Tax	$ 150,000	$ 52,050	$ 97,950	**COMPLETED**
Parks Sales Tax	Project	Replacement	Trail Grading Equipment	Purchase of trail grading equipment to assist with regular trail grading maintenance.	100% Parks Sales Tax	$ 5,000	$ -	$ 5,000	2nd Quarter
Parks Sales Tax	Project	Replacement	Watkins Park Improvements	Design and construction of shelter, parking and playground in Watkins Park.	100% Parks Sales Tax	$ 50,000	$ 2,043	$ 47,958	3rd Quarter
Parks Sales Tax	Project	Replacement	Wetlands Educational Area	Outdoor classroom space and kiosks for wetland education.	100% Parks Sales Tax	$ 15,000	$ -	$ 15,000	4th Quarter
Parks Sales Tax	Project	New	ELP Playground Update	Replacement of playground equipment in English Landing Park.	100% Parks Sales Tax	$ 25,000	$ -	$ 25,000	2nd Quarter
Parks Sales Tax	Project	Replacement	Entry Signs for PLP/ELP	The design and purchase of new entry signs to ELP and PLP	100% Parks Sales Tax	$ 100,000	$ -	$ 100,000	3rd Quarter
Parks Sales Tax	Project	New	JD 6-Series Tractor	Replacement of tractor in fleet for mowing of parks.	100% Parks Sales Tax	$ 55,000	$ -	$ 55,000	3rd Quarter
Parks Sales Tax	Project	Replacement	Roundabout Makeover	The design and construction of new landscaping for the roundabout on the south side of Busch Drive.	100% Parks Sales Tax	$ 30,000	$ -	$ 30,000	2nd Quarter
					TOTAL PARKS SALES TAX FUND	**$ 1,230,000**	**$ 54,093**	**$ 1,175,908**	

			GRAND TOTAL	**$ 6,975,453**	**$ 101,933**	**$ 6,873,520**	

Projected expenditures per Quarter				
1st Quarter Actual	**2nd Actual**	**3rd Actual**	**4th Projected**	**2022 Projected**
$ 101,933				

CITY OF PARKVILLE
Policy Report

Date: May 19, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Parkville Old Towne Market Community Improvement District request for restrooms downtown

BACKGROUND:
Downtown Parkville does not currently have public restrooms available. There was a former agreement with the American Legion for the use of their restrooms for the public and the City would pay them $100 per month for this service. When the hours of the American Legion reduced and the arrangement was no longer beneficial, some of the local businesses stepped up to offer their restrooms to the public.

Main Street Parkville Association (MSPA) and the Parkville Old Towne Market Community Improvement District (POTMCID) requested that the City consider constructing a public restroom in downtown. POTMCID sent the City a letter offering a 50% match grant, up to $35,000, for the construction of the public restroom facility. The letter is included as Attachment 1.

In 1999, there was a train derailment in downtown Parkville that impacted two buildings. The buildings were demolished and the area was cleaned up. Since that time, the City acquired the property located at 1 S. Main Street.

Staff met with a representative of MSPA to review the vacant lot south of Bentley Guitar for the proposed restroom facility. There is an existing sanitary sewer that runs in that general area. Based on the location of the existing utilities, a site plan was developed with the restroom facility. The proposal includes an area for sidewalk, greenspace and seating for visitors to downtown. The proposed site plan is included as Attachment 2.

BUDGET IMPACT:
The 2021 budget does not include funding for this project. If the Finance Committee and the Board of Aldermen are interested in pursuing this proposal, staff can incorporate funding in the 2022 Capital Improvement Program for this project. The initial estimates indicate that the restroom building will cost $70,000. POTMCID has committed to funding the project at 50% up to $35,000.

ALTERNATIVES:
1. Direct staff to pursue design for the downtown restroom facility.
2. Provide direction to staff related to the downtown restroom facility.
3. Postpone this item.

STAFF RECOMMENDATION:
Staff recommends programming funding in the 2022 budget for the construction of a restroom in downtown Parkville.

POLICY:
The Purchasing Policy, Resolution No. 17-016, requires Board of Aldermen approval for all purchases above $10,000 upon recommendation of the Finance Committee.

SUGGESTED MOTION:
No motion is necessary, as this is a non-action item.

ATTACHMENTS:
1. POTMCID Restroom Support Letter
2. Downtown Restroom Site Plan

PARKVILLE OLD TOWNE MARKET
COMMUNITY IMPROVEMENT DISTRICT
173 ENGLISH LANDING DRIVE
PARKVILLE, MISSOURI
parkvilleotmcid@gmail.com

April 27, 2021

Mayor Nan Johnston
City of Parkville
8880 Clark Avenue
Parkville, Missouri 64152

Mayor Johnston,

At the Parkville Old Towne Market Community Improvement District (POTMCID) Board Meeting on April 8, 2021, the Board of Directors discussed the need for public restrooms for Downtown Parkville. Main Street Parkville Association (MSPA) has identified the need for public restrooms as a priority for downtown businesses and customers.

As a result of the POTMCID discussion, the Board of Directors passed the resolution below to support the building of public restrooms on the property at 1 Main Street, which is owned by the City of Parkville:

> *The Parkville Old Towne Market Community Improvement District supports the construction of a public restroom facility at 1 Main Street by the City of Parkville with an offer to provide up to 50% of the construction costs not to exceed $35,000 (based on an estimated construction cost of $70,000) and contingent upon the City of Parkville's funding for the project.*

Dave Williams, Board Member, also offered to personally donate $5,000 to the project.

The POTMCID Board is recommending a temporary solution to help remedy the business owners' concerns until the public restrooms are built.

The POTMCID has always encouraged retail businesses and restaurants to provide their customers access to their restrooms. However, most do not allow access to the public. Currently, LaBotega/Antique Mall allows access to the public as a service to downtown patrons. LaBottega is listed as a public restroom on the Visitors Guide.

At one time, the City of Parkville provided a $200/month to American Legion Post #318 to provide their restrooms for public use. That arrangement ended when the Post changed its business hours. As a temporary solution, Tony Todd, Manager of the River Park Pub and Saloon, has offered to open the restrooms at the Pub as public restrooms in an arrangement similar to the one with the American Legion. He is asking the City pay $300 per month to the Pub for additional expenses for cleaning/maintenance. The restrooms at the Pub are easily accessed without having to enter the restaurant areas.

POTMCID Board looks forward to addressing this issue with you, the Board of Aldermen and City staff.

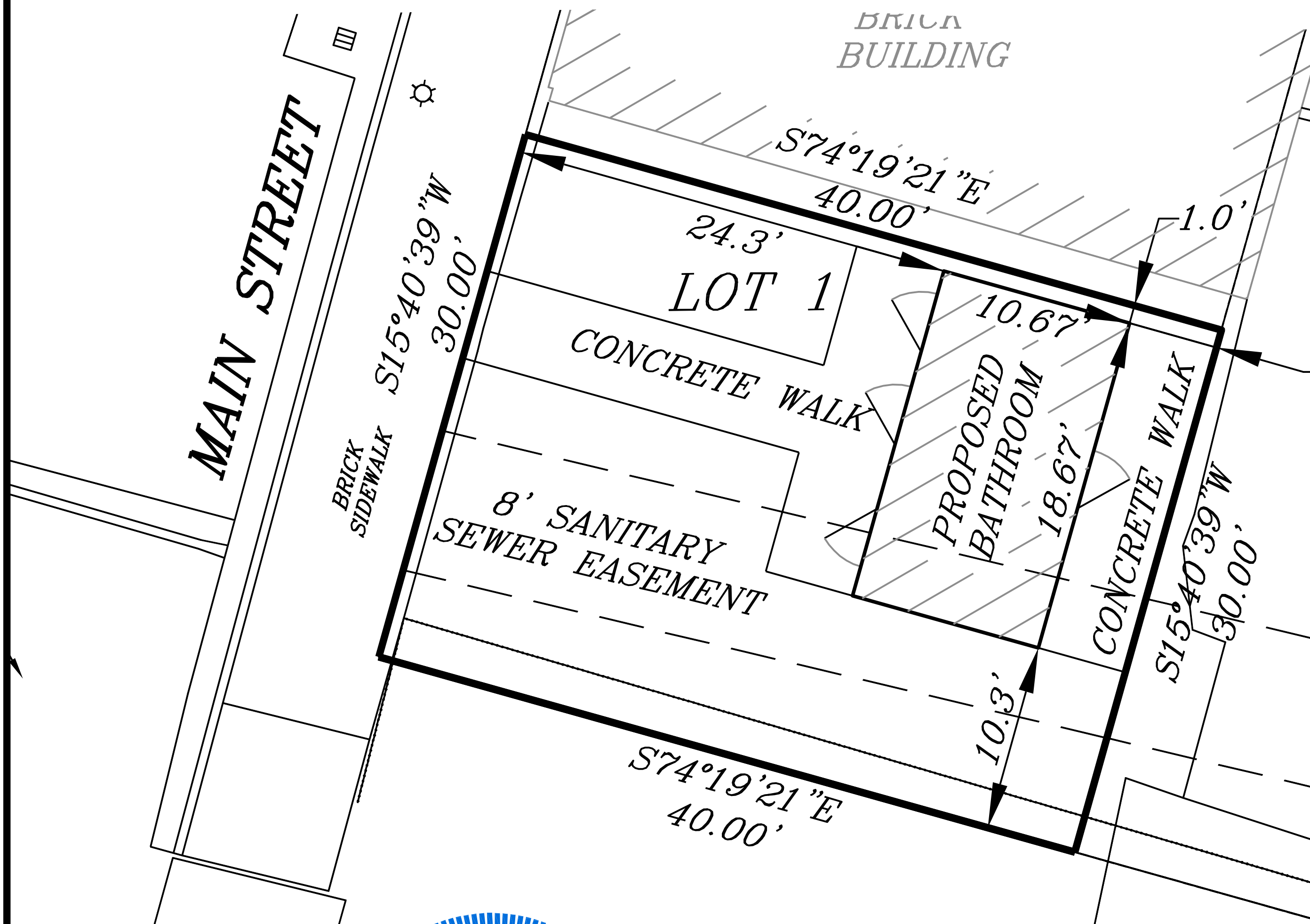
Sincerely,

Carol Kuhns, District Manager

cc: Tom Hutsler, Chair, POTMCID
Parkville Board of Aldermen
Joe Parente, City Administrator
Kelly Putnam. Executive Director, Main Street Parkville Association

PROPERTY DESCRIPTION

CONTAINING 1,200 SQUARE FEET
THE SOUTH 30 FEET OF LOT 1, BLOCK 3, PARKVILLE, A SUBDIVISION IN THE CITY OF PARKVILLE, PLATTE COUNTY, MISSOUR



SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS EASEMENT EXHIBIT AND THE INFORMATION SHOWN HEREON WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION

STATE OF MISSOURI ROBERT G. YOUNG NUMBER PLS-2007000089 PROFESSIONAL LAND SURVEYOR

ROBERT G. YOUNG, PLS-2007000089 — 04/15/2021 DATE

REVISED – 08/12/2016 – REVISED EASEMENT LABEL – R.G.Y.

GRAPHIC SCALE

10 0 5 10

(IN FEET)
1 inch = 10 ft.

R.L. Buford & Associates, LLC
LAND SURVEYING – DEVELOPMENT CONSULTANTS
R.L. BUFORD & ASSOCIATES, LLC – MO CERT. OF AUTHORITY LICENSE NO. LS-2010031977
P.O. BOX 14069, PARKVILLE, MO. 64152 (816) 741-6152

FOR	SEC.-TWP.-RGE.	COUNTY	JOB NO.
BRIAN MERTZ		PLATTE	P-21109
	DATE	FIELD BOOK	PAGE
	04/15/2021	LOOSE LEAF	LOOSE LEAF
SITE PLAN			DRAWN BY R.G.Y.