BOARD OF ALDERMEN
Regular Meeting Agenda
CITY OF PARKVILLE, MISSOURI
Tuesday, June 1, 2021 7:00 PM
City Hall Board Room

Next numbers: Bill No. 3124 / Ord. No. 3071

1. **CALL TO ORDER**
   A. Roll Call
   B. Pledge of Allegiance

2. **CITIZEN INPUT**

3. **CONSENT AGENDA**
   A. Approve the minutes for the May 18, 2021, regular meeting
   B. Appoint Chris Cline to the Tax Increment Financing Commission through May 2024
   C. Appoint Kara Ramirez as an alternate to the Board of Zoning Adjustment
   D. Approve a retail liquor by the drink picnic license for the Association for Women Lawyers Foundation for the Women on the Move 5K Run/Walk event on August 28, 2021
   E. Approve a retail liquor by the drink picnic license for the American Legion for the July 4th Celebration on July 4, 2021
   F. Approve a small construction agreement with Shergain LLC to construct a shelter building in Watkins Park
   G. Approve accounts payable from May 14, 2021 to May 27, 2021

   Please Note: All matters listed under "Consent Agenda" are considered to be routine by the Board of Aldermen and will be enacted upon under one motion without discussion. Any member of the Board of Aldermen may be allowed to request an item be pulled from the Consent Agenda for consideration under the regular agenda if debate and a separate motion are desired. Any member of the Board of Aldermen may be allowed to question or comment on an item on the Consent Agenda without a separate motion under the regular agenda. Items not removed from the Consent Agenda will stand approved upon motion made by any alderman, followed by a second and a voice vote to "Approve the consent agenda and recommended motions for each item as presented."

4. **ACTION AGENDA**
   A. Approve a construction agreement with Gunter Construction for improvements to Route 9 from Highway 45 to Lakeview Drive (Public Works)
   B. Approve the first reading of an ordinance to authorize the City to enter into a lease purchase agreement with BOFK, N.A., to approve 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 to approve certain other documents and the taking of certain actions necessary to deliver the Certificates of Participation (Administration)

5. **STAFF UPDATES ON ACTIVITIES**

Posted Date & Time: 5/28/21; 2:13 p.m. By: MM

6. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

7. ADJOURN

General Agenda Notes:
The agenda closed at noon on May 27, 2021. With the exception of emergencies or other urgent matters, any item requested after the agenda was closed will be placed on the next Board meeting agenda. The deadline to submit your name for Citizen Input is noon on June 1, 2021.

1. CALL TO ORDER

A regular meeting of the Board of Aldermen was convened at 7:01 p.m. on May 18, 2021 and was called to order by Mayor Nanette K. Johnston. City Clerk Melissa McChesney called the roll as follows:

Present:
Ward 1 Alderman Tina Welch
Ward 1 Alderman Philip Wassmer
Ward 2 Alderman Dave Rittman
Ward 2 Alderman Brian T. Whitley
Ward 3 Alderman Robert Lock
Ward 3 Alderman Douglas Wylie
Ward 4 Alderman Marc Sportsman
Ward 4 Alderman Greg Plumb

Absent:
None

A quorum of the Board of Aldermen was present.

The following staff was also present:
Joe Parente, City Administrator
Kevin Chrisman, Police Chief
Alysen Abel, Public Works Director
Stephen Lachky, Community Development Director
Matthew Chapman, Finance/Human Resources Director
Chris Ashley, Public Works Project Manager *(via videoconference)*
Jeffery Rhodes, Assistant to the City Administrator
Chris Williams, City Attorney

Mayor Johnston led the Board in the Pledge of Allegiance to the Flag of the United States of America.

2. CITIZEN INPUT

A. **Proclaim May 2021 as Older Americans Month**

Mayor Johnston presented the proclamation to Platte County Senior Fund Executive Director Debra Gwin.

B. **Proclaim May 16-22, 2021, as National Public Works Week**

Mayor Johnston presented the proclamation to Public Works Director Alysen Abel.

C. **Recognize Octavious Soriano for his Eagle Scout project at the Sullivan Nature Sanctuary**

Mayor Johnston recognized Octavious Soriano from Boy Scout Troop 261 who completed his Eagle Scout project at the Sullivan Nature Sanctuary.

3. CONSENT AGENDA

A. Approve the minutes for the May 4, 2021, regular meeting

B. Approve the minutes for the May 4, 2021, work session

C. Receive and file the April Municipal Court report

D. Receive and file the financial report for the month ending April 30, 2021

E. Receive and file the crime statistics for January through March 2021

F. Receive and file the April sewer report

G. Receive and file the 2020-2021 Annual Snow Report

H. Reappoint Linda Arnold and Adam Zink to the Community Land and Recreation Board through May 2024

I. Reappoint Michael Lee to the Planning and Zoning Commission through May 2025

J. Reappoint Jerry Felker to the Industrial Development Authority through May 2024

K. Appoint Corky McCaffrey to the Board of Zoning Adjustment through May 2026

L. Appoint Matt Koch to the Tax Increment Financing Commission through May 2023

M. Approve accounts payable from April 30 to May 13, 2021

N. Reappoint Kathy Leibrand to the Planning and Zoning Commission through May 2025

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE THE CONSENT AGENDA AND RECOMMENDED MOTIONS, AS PRESENTED.**

RESULT: MOTION PASSED 8-0.

4. NON-ACTION AGENDA

A. **Presentation from Parkville Nature Sanctuary intern Allison Howel**

Allison Howel, Park Hill South student, provided a summary of her work at the Parkville Nature Sanctuary; presentation attached as Exhibit A.

B. **Presentation from Mid-America Regional Council of the Missouri Riverbed Degradation Study**

Public Works Director Alysen Abel introduced Tom Jacobs, Mid-America Regional Council, who provided an overview of the results of the Missouri Riverbed Degradation Study.

5. ACTION AGENDA

A. **Approve the second reading of an ordinance to authorize a ballot question to impose a local use tax on out-of-state purchases *(postponed from May 4, 2021 meeting)***

Mayor Johnston stated that the first reading was presented on April 20 and the second reading was postponed on May 4. City Administrator Joe Parente said that the Missouri Legislature passed Senate Bill 153; summary attached as Exhibit B. He said that the bill would reduce the cable franchise fee to 2.5 percent, which would be decreased incrementally each year beginning in 2023; did not require cities that had previously passed the use tax to go back to the voters again; and removed the reference to $2,000 in the original language. Parente noted that if the ballot question was pushed to the November election, the ordinance would have to be submitted to the Platte County Board of Elections by August 24. Because Senate Bill 153 would become effective August 28, the City would be required to petition the Platte County Circuit Court to approve the new language as part of the ballot. City Attorney Chris Williams said that a provision in the election laws allowed cities a two week window to petition the court to provide late notice to the election authority that the ballot language needed to be changed and courts were generally to the petitions receptive.

Discussion focused on concerns that the ballot language was confusing and Parente responded that it would be explained in the educational campaign. The consensus of the Board was to include clarification in the ballot language, if possible.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **POSTPONE BILL NO. 3121 AND DIRECT STAFF TO PREPARE AN ORDINANCE TO PLACE THE ISSUE ON THE NOVEMBER 2, 2021, ELECTION.**

RESULT: MOTION PASSED 8-0.

B. **<u>Approve the second reading of an ordinance to amend Parkville Municipal Code Section 142.010 and add a new Chapter 154 establishing the Diversity and Inclusion Commission</u>**

Mayor Johnston stated the first reading was presented on May 4. No additional information was provided.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE BILL NO. 3122, AN ORDINANCE AMENDING PARKVILLE MUNICIPAL CODE SECTION 142.010 AND ADDING A NEW CHAPTER 154 ESTABLISHING THE DIVERSITY AND INCLUSION COMMISSION,** ON SECOND READING TO BECOME ORDINANCE NO. 3070.

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, ROBERT LOCK, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

C. **<u>Approve Resolution No. 21-005 supporting the Planning and Zoning Commission's adoption of the Parkville 2040 Master Plan as the official public policy and comprehensive plan for the City</u>**

Community Development Director Stephen Lachky said that it was recommended that master plans be updated once every ten years. The City approved an agreement with Confluence who led the project.

Chris Cline, Confluence, provided an overview of the Parkville 2040 Master Plan; presentation attached as Exhibit C. Jane Mead and Marshall Allen provided overviews of the various sections of the plan.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **APPROVE RESOLUTION NO. 21-005 SUPPORTING THE PLANNING AND ZONING COMMISSION'S ADOPTION OF THE PARKVILLE 2040 MASTER PLAN AS THE OFFICIAL PUBLIC POLICY AND COMPREHENSIVE PLAN FOR THE CITY.**

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, ROBERT LOCK, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

D. **Approve the first reading of an ordinance to implement a six percent rate increase for the sewer utility**

Public Works Director Alysen Abel stated that the sewer allocation study was updated in 2021 and the second reading of the ordinance for a six percent sewer rate increase failed on April 6 by a vote of 4-5. A work session to discuss options for the sewer utility was held on May 4. Staff proposed a six percent increase and the public hearing would be held on July 6, following the required 30-day public comment period.

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO APPROVE BILL NO. 3123, AN ORDINANCE **AMENDING SECTION 703.040 OF THE PARKVILLE MUNICIPAL CODE IMPLEMENTING A SIX PERCENT INCREASE TO THE SEWER BASE CHARGE, SEWER USAGE CHARGE AND SURCHARGE FOR CUSTOMERS OF THE PARKVILLE SEWER SYSTEM,** ON FIRST READING AND POSTPONE THE SECOND READING TO JULY 6, 2021.

RESULT: MOTION PASSED 8-0.

6. STAFF UPDATES ON ACTIVITIES

City Administrator Joe Parente introduced Assistant to the City Administrator Jeff Rhodes.

7. MAYOR, BOARD OF ALDERMEN & COMMITTEE REPORTS & MISCELLANEOUS ITEMS

Alderman Whitley thanked Public Works Director Alysen Abel for her communication on sewer main breaks in Riss Lake on May 9. Abel noted that a long-term fix was being implemented.

8. EXECUTIVE SESSION

A. **Attorney-client matters pursuant to RSMo 610.021(1)**

ACTION: IT WAS MOVED BY ALDERMAN SPORTSMAN AND SECONDED BY ALDERMAN RITTMAN TO **ENTER INTO EXECUTIVE SESSION TO DISCUSS ATTORNEY-CLIENT MATTERS PURSUANT TO RSMO 610.021(1).**

RESULT: MOTION PASSED 8-0.

AYES: TINA WELCH, PHILIP WASSMER, DAVE RITTMAN, BRIAN T. WHITLEY, ROBERT LOCK, DOUGLAS WYLIE, MARC SPORTSMAN, GREG PLUMB

NOES: NONE

ABSTAIN: NONE

The Board entered the executive session at 9:22 p.m. At 10:03 p.m., the Board reconvened in open session.

Clerks Note: The minutes from the executive session are on file with the City Clerk.

9. ADJOURN

Mayor Johnston declared the meeting adjourned at 10:03 p.m.

The minutes for May 18, 2021, having been read and considered by the Board of Aldermen, and having been found to be correct as written, were approved on this the 1st day of June 2021.

Submitted by:

____
City Clerk Melissa McChesney

ITEM 3.B.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 19, 2021

Prepared By:
Melissa McChesney, City Clerk

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Appoint Chris Cline to the Tax Increment Financing Commission through May 2024

BACKGROUND:
Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Tax Increment Financing (TIF) Commission was created by Ordinance No. 1314 in July 1992 and amended by Ordinance No. 1924 in December 2000 to expand the number of members to 11.

The TIF Commission consists of 11 members, six of which are appointed by the Mayor with the consent of the Board of Aldermen. The remaining membership includes: 2 appointments by the Park Hill School District, two appointments by the chief elected officer of Platte County with consent of the governing body of Platte County and one member appointed by the affected taxing districts (other than the school district and the City) which levy ad valorem taxes with the area selected for a redevelopment project or area.

Mayor Johnston confirmed that Chris Cline would like to be appointed. Chris Cline previously served on the TIF Commission, but resigned in October 2019. This term will be through May 2024.

BUDGET IMPACT:
There is no impact to the budget.

ALTERNATIVES:
1. Approve the Mayor's nomination.
2. Reject the Mayor’s nomination and request an alternative nomination.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:
Appointments are not reviewed by the Finance Committee.

STAFF RECOMMENDATION:
Staff does not make recommendations on appointments.

POLICY:
Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:
I move to appoint Chris Cline to the Tax Increment Financing Commission through May 2024.

ATTACHMENTS:
None

ITEM 3.C.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 26, 2021

Prepared By:
Melissa McChesney, City Clerk

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Appoint Kara Ramirez as an alternate to the Board of Zoning Adjustment

BACKGROUND:
Parkville Municipal Code Section 110.140 states the Mayor, with the consent of the Board of Aldermen, shall make appointments to City commissions, committees and boards. The Board of Zoning Adjustment (BZA) was created under the provisions of RSMo Chapter 89. The most recent iteration of the Board of Zoning Adjustment was created by Ordinance No. 2566 in January 2011.

Kara Ramirez submitted an application and resume to Mayor Johnston and confirmed she would be interested in serving as one of the three alternates on the BZA. The alternates serve in the absence, abstention or the disqualification of the regular members.

BUDGET IMPACT:
There is no impact to the budget.

ALTERNATIVES:
1. Accept the Mayor's nomination.
2. Reject the Mayor's nomination and request an alternative nomination.
3. Postpone action.

FINANCE COMMITTEE RECOMMENDATION:
Appointments are not reviewed by the Finance Committee.

STAFF RECOMMENDATION:
Staff does not make recommendations on appointments.

POLICY:
Parkville Municipal Code Section 110.140 states the Mayor, with consent and approval of the Board of Aldermen, shall make appointments to City commissions, committees and boards.

SUGGESTED MOTION:
I move to appoint Kara Ramirez as an alternate to the Board of Zoning Adjustment.

ATTACHMENTS:
1. Application

2. Resume

Parkville
Missouri

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

Application for Appointed Boards, Commissions and Committees

Select the boards, commissions and committees in which you are interested in serving as a member:

___	Planning & Zoning Commission	✔	Board of Zoning Adjustment
___	Ethics Commission	___	Community Land & Recreation Board
___	Industrial Development Authority	___	Tax Increment Financing Commission (TIF)

Name: Kara Ramirez E-mail: kramirez1234@hotmail.com

Home Address (required): 14050 Trail Creek Ct

Mailing Address (if different than above): ___

Are you a resident of the City of Parkville? ✔ Yes ___ No Applicants must be residents of Parkville.

Phone (day): 2819055138 Phone (evening): ___ Email: kramirez1234@hotmail.com

Current Employer: Red Lobster Seafood Company Title: Vice President of Operaitons

How did you learn about Parkville boards and commissions?

[ ] Internet [✔] Community Group/Organization [ ] Mayor/Alderman [ ] Other

Why are you interested in serving on a Parkville board?
Interested in becoming more active in the community.

Have you ever served on a Parkville board? ___ Yes ✔ No

If yes, which ones? ___ Dates Served: ___

Do you belong to any community organizations or professional groups?

___

Return to: Parkville City Hall
8880 Clark Avenue
Parkville, Missouri 64153

Please submit a resume or short biography with your application.

****

I declare that all statements in this application are true and correct to the best of my knowledge. I further declare that if I am appointed, I will serve fairly, impartially, and to the best of my ability. I acknowledge that information contained in this application is public record and may be subject to public inspection pursuant to Missouri Sunshine Laws.

I read and understand the above statement:

Applicant Signature: Kara Ram Date: 5/15/21

Appointments to boards, committees and commissions are approved annually by the Board of Aldermen the first meeting in May and terms vary depending on the board/commission. Applications are accepted throughout the year by the City Clerk. Appointments are made by the Mayor with the consent of the Board of Aldermen.

Kara Ramirez

14050 Trail Creek Ct
Parkville, Missouri, 64152, United States
281-905-5138
Kramirez1234@hotmail.com

Professional: Experience:

RED LOBSTER SEAFOOD COMPANY LLC, PARKVILLE, MISSOURI

Vice President of Operations, November 2015- present

- Responsible for more than $350 million in sales annually
- Scope of responsibility included overseeing operations in approximately 88 restaurants throughout multiple states, 10 Director of Operations

DARDEN RESTAURANTS INC, PARKVILLE, MISSOURI

Senior Vice President, July 2013- November 2015

- Responsible for more than $900 million in sales annually
- Scope of responsibility included overseeing operations in approximately 200 restaurants throughout multiple states, 3 Regional Vice Presidents, 21 Directors of Operations, and support staff
- Led organization through sale of brand from publicly held Darden to private equity firm Golder Gate Capital

Regional Vice President, June 2012- July 2013

- Responsible for more than $215 million in sales annually
- Scope of responsibility included overseeing operations in approximately 60 restaurants throughout multiple states
- Served as a mentor and assisted in onboarding peers both internal/external Darden
- Organized Community Involvement Event at the KC Food Bank involving 6 brands and more than 200 participants
- Received RVP "People Developer of the Year Award" 2013

Director of Operations, June 2008- May 2012

- Maintain a culture of hospitality, service, and operations excellence
- Oversaw operations of 9 restaurants and $30 million in sales annually
- Received multiple awards for top company performance including Darden Leadership Award, Top Regional Guest Experience Award, and Operations Excellence
- Developed a Women's Leadership Session to help create a culture that embraces diversity and inclusion while elevating women leaders

General Manager, April 2005- June 2008

- Review financial statements, reports, etc. to measure productivity and goal achievement in an effort to determine cost reduction needs and program improvement.
- Received multiple top awards from Darden including, Team Excellence Award, Diamond Club, Darden Award, Endeavor Award, and Top Guest Experience Award
- Establish and implement departmental policies, goals, objectives, and procedures, conferring with Director of Operations as necessary.

Restaurant Manager, July 1997- April 2005

Liberty School District, Liberty, Missouri

Student internship, December 2002- May 2003

- Responsible to write HTML code for web page interaction
- Produce Java programming that would allow database interaction
- Responsible for creating, designing, and upkeep of school web site and database management

Education:

Park University, Parkville, Missouri

Masters of Business Administration- Finance, May 2018

- GPA 4.0

Park University, Parkville, Missouri

Bachelor of Arts- Computer Based Information Systems, May 2002

- The Dean's List Academic Achievement
- Graduated Cum Laude

Garden City Community College, Garden City, Kansas

Associate of Science, May 2000

- Awarded Academic Scholarship
- Awarded Athletic Volleyball Scholarship

Current Participant in the Kellogg Executive Leadership Program, Northwestern University, Chicago, Ill

Skills:

Volunteer on the Women's Food Service Forum Success Talks Committee

Serve as a Member on the UMKC Hospitality Board

ITEM 3.D.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 27, 2021

Prepared By:
Melissa McChesney, City Clerk

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Approve a retail liquor by the drink picnic license for the Association for Women Lawyers Foundation for the Women on the Move 5K Run/Walk event on August 28, 2021

BACKGROUND:
The Association for Women Lawyers of Greater Kansas City Foundation is a non-profit organization that will be providing liquor at the Women on the Move 5K Run/Walk event on August 28, 2021. In order for a non-profit organization to sell intoxicating liquor at an event (picnic, bazaar, fair or similar gathering), the State of Missouri requires an approval letter from the City for a retail by the drink picnic license for up to seven days.

Following approval of the picnic license, the City Clerk will provide the Association for Women Lawyers Foundation the City's approval letter which the organization will then submit to the Missouri Division of Alcohol and Tobacco Control. A copy of the City's approval letter will be on file in the City Clerk's Office.

BUDGET IMPACT:
There is no fee associated with a picnic license and therefore there is no impact to the budget.

ALTERNATIVES:
1. Approve the picnic license for the Association for Women Lawyers Foundation.
2. Deny the picnic license.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:
Staff recommends approving a retail liquor by the drink picnic license for the Association for Women Lawyers Foundation for the Women on the Move 5K Run/Walk event on August 28, 2021.

POLICY:
RSMo 311.482 and Parkville Municipal Code Section 600.070(8) authorize the sale of liquor by the drink at retail for consumption on premises limited non-profit organizations.

SUGGESTED MOTION:

I move to approve a retail liquor by the drink picnic license for the Association for Women Lawyers Foundation for the Women on the Move 5K Run/Walk event on August 28, 2021.

ATTACHMENTS:

1. Request Letter

THE PERKIN LAW FIRM, LC
Phone: 816-225-0323 Fax: 913-948-8991
12701 Metcalf Ave ~ Suite 204A ~ Overland Park, Kansas 66213

May 26, 2021

Board of Alderman
City of Parkville
8880 Clark Avenue
Parkville, MO

Dear Board of Alderman,

The Association for Women Lawyers Foundation (AWLF) is planning to host a 5k to be held at English Landing Park on Saturday, August 28, 2021 (last scheduled date 8/29/20 was cancelled due to the Covid-19 pandemic). Runners will start arriving at 8:00 a.m. and the race will begin at 9:00 a.m.

The Association of Women Lawyers of Greater Kansas City Foundation is proud to host our 5th Annual "Women on the Move 5K Run/Walk" at English Landing Park along the beautiful riverfront in Parkville, Missouri. We are encouraging members of the legal community (women, men and children welcome) to support AWLF's mission: to support and assist women in the legal profession and women in general.

We are requesting permission from the City of Parkville to obtain a temporary retail liquor by the drink/ picnic license from the State of Missouri. See the map and diagram attached for location of where liquor will be served. Event staff will monitor the festival and will ensure the notification of the Parkville Police Department. Thank you for your support of this event.

Sincerely,

Erica N. Perkin

Co-Chair of Women on the Move 5K

EP@PerkinLawKC.com www.PERKINLAWKC.com

English Landing Park

English Landing Park is a 68-acre facility with several amenities, including three miles of walking trails, a large playground area, a boat ramp, picnic shelters, sand volleyball court and a disc golf course. The park, with its scenic walking trails that closely parallel the winding Missouri River, is like none other in the metro [redacted]night.

Distances Around Perimeter:
Outer Trail: 2.7 miles
Inner Trail: 1 mile

ITEM 3.E.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 28, 2021

Prepared By:
Melissa McChesney, City Clerk

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Approve a retail liquor by the drink picnic license for the American Legion for the July 4th Celebration on July 4, 2021

BACKGROUND:
The Association for Women Lawyers of Greater Kansas City Foundation is a non-profit organization that will be providing liquor at the Women on the Move 5K Run/Walk event on August 28, 2021. In order for a non-profit organization to sell intoxicating liquor at an event (picnic, bazaar, fair or similar gathering), the State of Missouri requires an approval letter from the City for a retail by the drink picnic license for up to seven days.

Following approval of the picnic license, the City Clerk will provide the Association for Women Lawyers Foundation the City's approval letter which the organization will then submit to the Missouri Division of Alcohol and Tobacco Control. A copy of the City's approval letter will be on file in the City Clerk's Office.

BUDGET IMPACT:
There is no fee associated with a picnic license and therefore there is no impact to the budget.

ALTERNATIVES:
1. Approve the picnic license for the Association for Women Lawyers Foundation.
2. Deny the picnic license.
3. Postpone the item.

FINANCE COMMITTEE RECOMMENDATION:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:
Staff recommends approving a retail liquor by the drink picnic license for the Association for Women Lawyers Foundation for the Women on the Move 5K Run/Walk event on August 28, 2021.

POLICY:
RSMo 311.482 and Parkville Municipal Code Section 600.070(8) authorize the sale of liquor by the drink at retail for consumption on premises limited non-profit organizations.

SUGGESTED MOTION:

I move to approve a retail liquor by the drink picnic license for the Association for Women Lawyers Foundation for the Women on the Move 5K Run/Walk event on August 28, 2021.

ATTACHMENTS:

1. Request Letter

5/21/21

Melissa McChesney
City of Parkville,
Alderman Meeting
mmcchesney@parkvillemo.gov

The Parkville American Legion is requesting permission to have a Beer Garden on the ball field 1 on July 4th. This is like what we have done on two previous occasions. The attached pic shows the beer garden layout that we used previously.

The beer garden area would be setup on Saturday July 3rd. We plan to sell beer on July 4th from 4:00pm until 9:30 pm. We plan to sell bud light and Michelob Ultra in cans.

We will be renting two portable toilets for the event.

Please add this item to the June 1st alderman meeting agenda.

Thanks,

Rich Connelly
Commander of the Sons of the American Legion
Parkville Post 318

Cell – 816-746-9975
Email – operations151@gmail.com

ITEM 3.F.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 25, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a small construction agreement with Shergain LLC to construct a shelter building in Watkins Park

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.

Shergain LLC will provide the Lester building for a total project cost of $19,900, which includes the design and construction of the 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 Shergain LLC for the construction of Watkins Park shelter building.
2. Provide feedback to staff related to Watkins Park.
3. Postpone this item.

FINANCE COMMITTEE RECOMMENDATION:

At the meeting on May 24, 2021, the Finance Committee, by a vote of 5-0, recommended that the Board of Aldermen approve a construction agreement with Shergain/Lester Buildings for the Watkins Park shelter building in the amount of $19,900.

STAFF RECOMMENDATION:

Staff recommends the approval of the construction agreement with Shergain LLC 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 Shergain LLC for the Watkins Park shelter building in the amount of $19,900.

ATTACHMENTS:

1. Agreement
2. Shelter Drawings

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 **SHERGAIN, LLC**, (“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

SHERGAIN LLC

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: ____

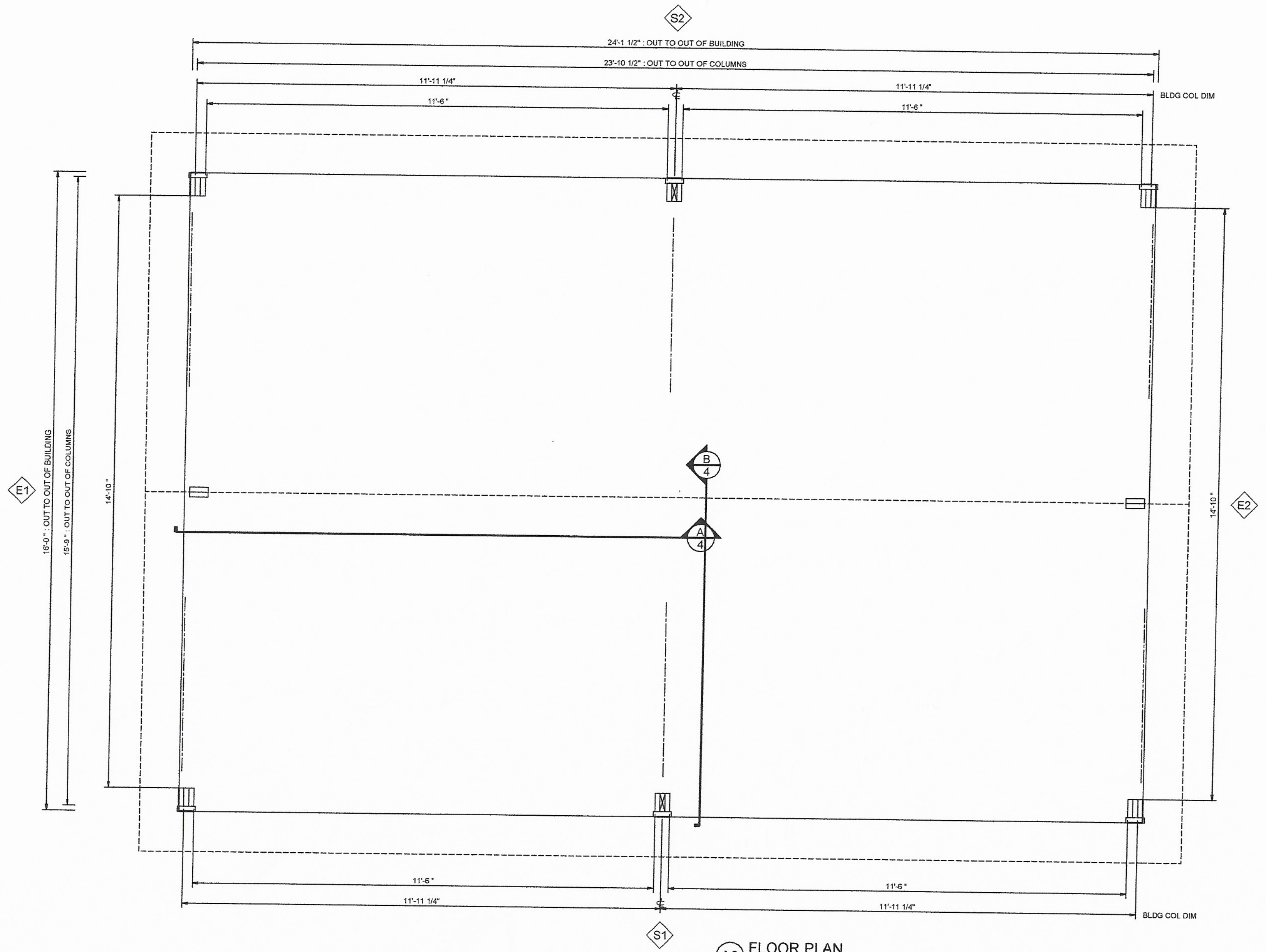
This proposal was prepared for you by SherGain LLC, Independent Lester Building Systems Dealer.

Summary of proposal to erect 16' x 24' x8' Park Shelter

Building specifications:	16' x 24' x 8', 4/12 pitch
	12" overhangs sides and end walls
	Steel ceiling-G-90 with access to attic
	All six posts are steel wrapped
	28 gauge steel-80,000 plus tensile strength
	Ridge cap vented
	Gutter prepped
	Sealed 2018 IBC Code plans provided

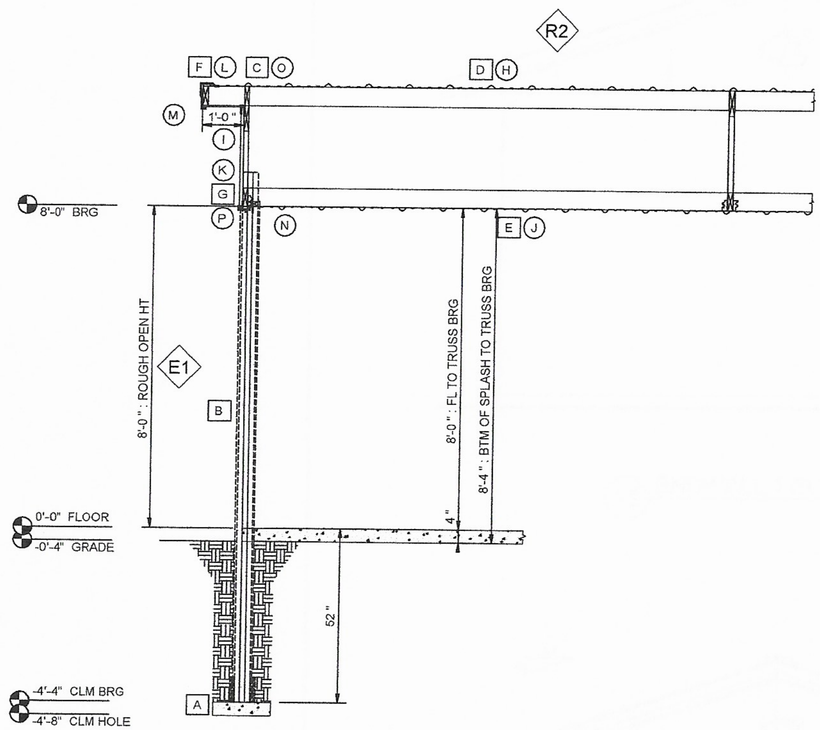
Warranty: (see warranty document) Lifetime Structural, 50 year posts, 40 year paint, one workmanship, 5 year roof leak

Concrete specifications:	18' x 26' pad with 12" x 12" monolith edges
	½" rebar 24" OC, base gravel packed
	Cut and sealed
	4,000# mix concrete
	Floor sloped to prevent puddling under shelter

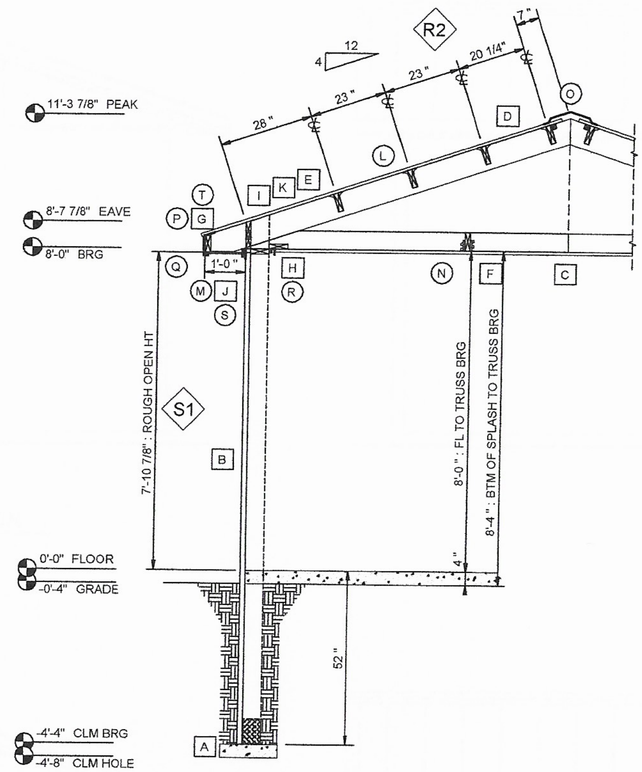


A3 FLOOR PLAN

LESTER BUILDINGS	DEALER INFO.	CUSTOMER INFO.	BUILDING DESCRIPTION	Customer Approval	Bldg Direction	PROJ: R62A-15205-01-00
	SherGain LLC 12615 NW 145TH St Platte City, MO 64079-9623	City Of Parkville MO 8880 Clark Avenue Parkville, MO 64152	16'-0" x 24'-1" x 8'-0" Uni-Frame Embedded QP032521	(Initials) DATE:	(Mark North)	PROPOSAL DRAWINGS ONLY Not Intended for Construction Purposes The information presented in this drawing is based on a preliminary design using the input provided. The final design is subject to Lester Engineering review. * NOT TO SCALE *



A4 ENDWALL E1 SECTION
9'-0" FROM S2



B4 SIDEWALL S1 SECTION
13'-0" FROM E1

A4 - ENDWALL E1 SCHEDULE

ID	LOCATION	DESCRIPTION	DETAILS
A	FOOTING	17" DIA X 4" THK - PRECAST	EF201
B	COLUMN	f6FE666 - ANCHOR: BLOCK	EF211
C	TRUSS	1-PLY 16'-0" DGABLE TRUSS 2X? TC / 2X? BC	FF300
D	RIDGE PURLIN	2X6/2X2 LESTER NO.1	IG246, GA122
E	BTM CHD BRACE	2X6 SPF NO.2	GA178, GA176
F	RAKE BOARD	2X6 LESTER NO.2	IG235
G	CLG PERM BLKG	2X4 LESTER NO.2	IG334, IG336
H	R2 FINISH	UNI-RIB 28GA - AZ50 SMP	JF044
I	R2 SOFFIT	3/8" VENTED SOFFIT	IF642
J	CLG FINISH	UNI-RIB 29GA-G90 SMP	NF500
K	E1 FINISH	UNI-RIB 28GA - AZ50 SMP	MF044
L	RAKE TRIM	#820 RAKE AND CORNER	JF330
M	RAKE TRIM	#672 FASCIA WITH STIFFENER	JF153
N	LINER TRIM	#250 J TRIM	NF499
O	SOFFIT	#142 FJS 3/8THR SOFFIT	MF724
P	CLEAR OPNG TRIM	#312 BTM CLSR	?

B4 - SIDEWALL S1 SCHEDULE

ID	LOCATION	DESCRIPTION	DETAILS
A	FOOTING	17" DIA X 4" THK - PRECAST	EF201
B	COLUMN	f6FS666 - ANCHOR: BLOCK	EF211
C	TRUSS	1-PLY 16'-0" TRUSS 2X8 TC / 2X6 BC	-
D	RIDGE PURLIN	2X6/2X2 LESTER NO.1	GA122, IG246
E	PURLIN	2X6 LESTER NO.1	GA122, IG246
F	BTM CHD BRACE	2X6 SPF NO.2	GA176
	DESIGN DEAD LOAD: 5 PSF - SPACING: 1 @ 66; 1 @ 60; 1 @ 66		
G	FASCIA NAILER	2X6BEV DFL NO.2	IF222
H	CLG PERM BLKG	2X6 LESTER NO.2	IF052
I	EAVE NAILER	2X6BEV DFL NO.2	IF130, IF223
J	LINER TOP FILLER	2X6 LESTER NO.2	IF052
K	SOFFIT NAILER	2X6 LESTER NO.2	FF437
L	R2 FINISH	UNI-RIB 28GA - AZ50 SMP	JF044
M	R2 SOFFIT	3/8" VENTED SOFFIT	IF642
N	CLG FINISH	UNI-RIB 29GA-G90 SMP	NF500
O	RIDGE TRIM	#152 VENTED RIDGECAP	OA050
P	EAVE TRIM	#865 EAVE PREP-GUTTER	JF166
Q	EAVE TRIM	#670 FASCIA 4 1/2" LEG	JF153
R	LINER TRIM	#250 J TRIM	NF499
S	SOFFIT	#142 FJS 3/8THR SOFFIT	MF724
T	CLEAR OPNG TRIM	#146 REVERSE F	?

LESTER BUILDINGS	DEALER INFO.	CUSTOMER INFO.	BUILDING DESCRIPTION	Customer Approval	Bldg Direction	
	SherGain LLC 12615 NW 145TH St Platte City, MO 64079-9623	City Of Parkville MO 8880 Clark Avenue Parkville, MO 64152	16'-0" x 24'-1" x 8'-0" Uni-Frame Embedded QP032521	(Initials) DATE:	(Mark North)	PROJ: R62A-15205-01-00 PROPOSAL DRAWINGS ONLY Not Intended for Construction Purposes The information presented in this drawing is based on a preliminary design using the input provided. The final design is subject to Lester Engineering review. * NOT TO SCALE *

LESTER BUILDINGS

DEALER INFO.	CUSTOMER INFO.	BUILDING DESCRIPTION	Customer Approval	
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LESTER BUILDINGS

LIMITED WARRANTY

Lester Building Systems, LLC

Lester Building Systems, LLC ("LESTER") provides the limited warranties and statement of limited warranties described in this Limited Warranty to the Owner ("OWNER") and subject to the terms, conditions and limitations set forth below. The warranty protection herein, is based on the design parameters specified for this project, as follows:

Owner: City Of Parkville MO		Building Code: IBC-2018
Structure: Uni-Frame Embedded 16'-0" x 24'-0" x 8'-0"		Allowable Roof Snow Load: 15.8 psf
End Use Code: Park Shelter		Allowable Roof Dead Load: 4 psf
Improv #: R62A-15205-01-00		Allowable Ceiling Load: 5 psf
Project Number:	Order Date:	Allowable Wind Load: 90.9 mph; Exp.: C

Structural Design - Lifetime

LESTER warrants that the building designed by LESTER will not experience an occurrence of structural failure* due to structural design, due to weather conditions, such as wind, ice and snow, so long as Allowable Loads noted above have not been exceeded. The foregoing warranty is limited to fifty (50) years with respect to the OWNER which is not a natural person.

** Loss of load-carrying capacity of a component or member within a structure or of the structure itself. Structural failure is initiated when the material in a structure is stressed to its strength limit, thus causing fracture or excessive deformations.*

Preservative-Treated Lumber - 50 Years

Preservative-treated lumber, including preservative-treated structural columns, are warranted by the original wood preservative supplier against failure due to fungal decay and termite infestation for a period of fifty (50) years from the date of purchase.

Steel Panel Paint System

The painted roofing and/or siding product, Lester Uni-Rib™ and/or Lester Eclipse Roof System®, is warranted by the original paint manufacturer per the following schedule:

Sherwin-Williams Paint System	Film Integrity[1] Checking, cracking & loss of adhesion (peeling)	Chalk ASTM D-4214-98 Method AD659 rating standard	Fade[2] ASTM D-2244-02 Hunter delta-E units rating standard	Red Rust[3] Not to exceed 1/2" accumulation or more
WeatherXL™ Siliconized Polyester	**40 Years**	**30 Years** Roof: not to exceed 6 rating Walls: not to exceed 8 rating	**30 Years** Roof: not to exceed 7 units of color Walls: not to exceed 5 units of color	**10 Years** (G90) **N/A** (AZ50)
Fluropon® PVDF	**35 Years**	**30 Years** Roof and walls: not to exceed 8 rating	**30 Years** Roof and Walls: not to exceed 5 rating	**5 Years** (G60) **N/A** (AZ50)

1. Excludes micro-fracturing which may occur during proper steel panel fabrication or failure due to substrate corrosion.
2. Color changes may not be uniform on surfaces that are not equally exposed to the sun.
3. Applies to non-vertical installations and normal outdoor atmospheric conditions, including acid rain. The Red Rust warranty applies only to products with a galvanized substrate and is not applicable (N/A) to products with a Galvalume® substrate.

Rev. 06/2020

TERMS AND CONDITIONS

1. To Whom Applicable. This Warranty is applicable only to the OWNER and may not be assigned or transferred by OWNER.

2. Effective Date. This Warranty is conditioned upon and shall not become effective until OWNER's installing Lester builder/dealer receives all amounts due by OWNER.

3. Automatic Voiding of Warranty. This Warranty becomes null and void upon OWNER's failure to comply with any term of the contract between OWNER and the installing Lester builder/dealer.

4. Claims Procedure. LESTER's obligations under this Warranty shall not arise unless LESTER receives in writing, OWNER's complaint which sets forth OWNER's claim of failure, within sixty (60) days of the date OWNER first becomes aware of such claimed failure, and in no event, later than the expiration of the applicable warranty period. LESTER shall be given a reasonable opportunity to investigate claims made by OWNER. Notification to a LESTER dealer is not considered notification to LESTER, and LESTER will not be liable for any costs of repair, or replacement, which is not authorized in writing by LESTER. Upon LESTER's determination that a claim by the OWNER is valid, LESTER shall determine whether correction of the defect or failure shall be by repair or by the furnishing of replacement materials. Title to any defective material replaced by LESTER pursuant to this warranty shall transfer to LESTER at the time of replacement.

5. Exclusions. The warranties expressed herein do not apply to: (a) materials installed in areas subject at any time to exposure to corrosive or aggressive conditions such as airborne abrasives, spray of water, fallout or exposure to fumes, vapor or solid emanations containing acids, alkalis or compounds of mercury or other chemicals, ash or fumes or cement dust; (b) failures arising out of any damage which may occur while stored at the building project site; (c) deterioration caused by condensates or corrosive fumes generated or released inside the building, or failure to remove construction debris or other accumulations of other foreign substances or material from LESTER's materials; (d) failures caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion, acts of war, radiation, defects in any part of the building or adjacent structures not constructed by LESTER, or defects in materials or workmanship supplied by LESTER resulting from the installation, use or attachment to the building structure of components such as vents, flashing, signs, fascia, skylights, snow retention devices or any other such materials, accessories or machinery, which are not reflected in the design plans and specifications for the building structure provided by LESTER or which is the result of work which is not performed by LESTER; (e) products which are not manufactured by LESTER, including without limitation, equipment, motors and minor hardware (door and window latches, hooks, etc.), regardless of whether same are furnished or installed by LESTER; provided, however, LESTER passes on to OWNER the transferable warranty which LESTER received from the manufacturer, if any, a copy of such warranties may be obtained from Lester by requesting same in writing; (f) used materials, or materials repaired or replaced under this Warranty except to the extent of the remainder of the warranty period; (g) failure caused by any paints or coatings applied to the materials provided by LESTER which were not applied by or approved in writing by LESTER; (h) failure of masonry foundations and floors due to settling caused by others' failure to properly fill the area or prepare the substrate prior to the installation of those elements; (i) normal shrinkage cracks in masonry materials; to normal wear and tear on concrete floors due to excessive traffic areas, frequent power washing or feed acidity, or any other such excessive exposure or treatment; (j) damage or defect caused by abuse, modifications not executed by LESTER, improper or insufficient building maintenance, failure to address issues such as but not limited to water intrusion, improper operation or normal wear and tear under normal usage; (k) buildings designed with large openings that utilize sliding, sectional overhead, hydraulic or other doors that are left open during severe weather (wind) conditions; (l) damage caused by inadequate ventilation of the building; (m) variables beyond LESTER's control, such as excessive population of animals, inadequate building management of any kind, power failures, improper electrical wiring or equipment failures that may cause damage to the building. The OWNER hereby acknowledges that the total well-being of any animals housed in the building is dependent upon the OWNER's source of electrical power and/or the OWNER's ability to manually ventilate the building during periods of power or equipment failures. LESTER disclaims any liability for losses resulting from conditions which are beyond its control.

6. Limitations. The following limitations apply to the coverage of this Warranty: (a) loss under this Warranty shall be limited to the original purchase price of the defective product subject to OWNER's claim, and shall be further limited as provided herein; (b) metal covered structures are not warranted to be leak-free, particularly leakage caused by extreme weather conditions involving wind, storm or rain which is not normal for the area in which the building is erected; (c) unpainted galvanized or Galvalume® siding or roofing sheets are not warranted to be or remain perfectly uniform in appearance (d) flashings to existing structures, or around silos are not warranted to be leak free; (e) LESTER does not warrant that components or accessory items such as windows and doors shall be free of condensation caused by high humidity inside the building or temperature differentials between the interior and exterior of the building; (f) LESTER does not warrant any part, product or material to meet local, municipal, or state ordinances, codes, laws or regulations; (g) "oil canning" (visible waviness in the flat areas of metal wall and roofing panels) is an inherent quality of flat metal and is not a cause for rejection of or replacement of steel panels and/or steel trim components.

7. Exclusive Warranty. THE FOREGOING SETS FORTH THE ONLY GUARANTEES OR WARRANTIES APPLICABLE TO THE WORK OR MATERIALS PROVIDED BY LESTER AND SAID WARRANTIES ARE GIVEN EXPRESSLY AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARE DISCLAIMED BY LESTER. The OWNER agrees that oral statements about the building and the components thereof made by LESTER's dealers or representatives, or statements contained in LESTER's or other third parties general advertising, pamphlets, brochures or other advertising material, do not constitute warranties and that acquisition of the building and components thereof was not made in reliance upon them.

8. Owner's Remedies. Except where such disclaimers and exclusions are specifically prohibited by applicable law, THE OWNER ACKNOWLEDGES THAT ITS SOLE AND EXCLUSIVE REMEDY AGAINST LESTER SHALL BE LIMITED TO THE APPLICABLE WARRANTIES SET FORTH HEREIN AND NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO THE RECOVERY OF PROFITS, LOST SALES, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR INJURY TO PERSON OR PROPERTY, OR ANY OTHER LOSS) SHALL BE AVAILABLE TO THE OWNER OR ANY OTHER PERSONS OR ENTITIES, WHETHER BY DIRECT ACTION, FOR CONTRIBUTION OR INDEMNITY, OR OTHERWISE. This exclusive remedy shall not be deemed to have failed its essential purpose as long as LESTER is willing and able to carry out the terms of the Warranty as set forth herein. Some states do not allow limitations on how long an implied warranty lasts or do not allow limitation on incidental or consequential damages, so the foregoing limitations may not apply to you. This warranty provides you with specific legal rights and you may have other rights which vary from state to state.

9. Choice of Law. The construction and interpretation of this Limited Warranty shall be governed by the law of the State of Minnesota.

Rev. 06/2020

LESTER BUILDINGS

Authorized Lester Building Systems Dealer

April 21, 2021

City Of Parkville MO
8880 Clark Avenue
Parkville, MO 64152
Day Phone: 816-587-2593
tbarnard@parkvillemo.gov

Dear City Of Parkville MO,

Thank you for the opportunity to provide you with a quotation for a Lester Building. For your review, please see the enclosed proposal, which is based on our understanding of your building requirements up to this point.

As you review it, please be assured that we understand new building projects always come with many decisions and a fair amount of stress! Our goal is to help make those decisions easier and reduce your stress with what we feel is our industry's most responsive and collaborative buying experience.

Some other important factors set us apart and help us offer long-term customer satisfaction. For instance, the renowned quality and engineering standards of Lester Buildings means you get the most value from your investment. In fact, with a solid reputation going back to 1947, Lester Buildings feature:

- Unmatched design flexibility to meet your unique needs
- Fast, cost-effective construction
- Strong, straight and true structures, with excellent curb appeal
- An industry-leading Lifetime Structural Design warranty

Of course, we do our own part by providing full-service project planning and construction services. We do so with one goal in mind: to complete your project just as you envisioned it, in the agreed-upon time frame.

Our team here at SherGain LLC stands ready to work with you and we look forward to your comments and questions.

Thanks again and, as always, feel free to contact me anytime at 816-830-1562 or shergain@fairpopint.net.

Respectfully Submitted,

Harold Hornwood

SherGain LLC
12615 NW 145TH St
Platte City, MO, 64079-9623
Independent Lester Building Systems Dealer

enc.

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
Ground Snow Load (psf): 20.1
Roof Dead Load (psf): 4
Design Bottom Chord Braces for Ceiling Load: Yes

Risk Class: General Use
UniForm Roof Snow Load (psf): 15.8
Truss Bottom Chord Load (psf): 5

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

Concrete Specifications 18' x26' pad, monolith edge 12" x 12" around entire pad, 4000# mix, ½" rebar 24" OC, cut and sealed-floor to slope so water does not puddle under shelter
Additional:
City is tp provide any fill to elevate the site, crush and run gravel to back fill the holes and base for concrete.

Inclusions/Exclusions		
Item	**Includes**	**Excludes**
Site preparation		x
Fill and preparation needed for concrete grade heights		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	x	
Jobsite electricity	x	
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	$20,900.00

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 21 day of april, 2021

By (Buyer Signature) ______________________

Printed Name: ______________________

By (SherGain LLC) Harold Sherwood

Printed Name: Harold Sherwood

This proposal was prepared for you by SherGain LLC, Independent Lester Building Systems Dealer.

ITEM 3.G.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 25, 2021

Prepared By:
Matthew Chapman, Finance/HR Director

Reviewed By:
Joe Parente, City Administrator

ISSUE:
Approve accounts payable from May 14, 2021 to May 27, 2021

BACKGROUND:
Attached are the statements of approved payments, per the City's Purchasing Policy, for the period from May 14, 2021 to May 27, 2021. All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of City funds.

The information under budget impact and suggested motion will be completed and an updated policy report and accounts payable report will be distributed prior to the meeting.

BUDGET IMPACT:

Accounts Payable	$344,480.04
Insurance Payments	$71,118.96
1st of the Month	
EFT Payments	
Processing Fees	
Payroll	$62,931.67
TOTAL:	$478,530.67

ALTERNATIVES:
1. Approve the release of funds.
2. Deny the release of funds and provide further direction to City Administration.
3. Deny any portion of the release of funds and provide further direction to City Administration.

FINANCE COMMITTEE RECOMMENDATION:
The item was not presented to the Finance Committee, but is being taken directly to the Board of Aldermen for consideration.

STAFF RECOMMENDATION:
Staff recommends the release of funds as summarized in the attached statements.

POLICY:
All disbursements must be reviewed and approved by the Board of Aldermen prior to the release of

City funds.

SUGGESTED MOTION:
I move to appropriate $478,530.67 of City funds to pay salaries and accounts.

ATTACHMENTS:
1. AP Report

PACKET: 07233 Regular Payments 6/1/21

VENDOR SET: 01 **** CHECK LISTING ****

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00002	A & M Printing							
	I-70081	Print sewer plans	R	6/01/2021		55.50CR	042611	55.50
00016	Above & Beyond							
	I-19031	Spirit Fountain	R	6/01/2021		27.90CR	042612	27.90
02576	Aquaazul							
	I-19314	UV bulbs ballast & Sleeves	R	6/01/2021		5,560.04CR	042613	5,560.04
02816	Baker Tilly Municipal Advisors, LLC							
	I-BT1821541	Sewer allocation	R	6/01/2021		6,460.00CR	042614	6,460.00
00020	Ball Power & Equipment							
	I-74364	New belts for mowers	R	6/01/2021		146.98CR	042615	146.98
02531	City Wide Maintenance							
	I-32001015210	June Janitorial services	R	6/01/2021		450.00CR	042616	450.00
00156	Dave's Foreign Car Repair LLC							
	I-0144110	Oill change V602 PD	R	6/01/2021		45.00CR	042617	
	I-0144130	Oil change V600 PD	R	6/01/2021		45.00CR	042617	
	I-0144188	Tires, plugs, trans V605 PD	R	6/01/2021		720.68CR	042617	810.68
02889	Ethan McMillen							
	I-Training reimb	Training reimb - PD	R	6/01/2021		51.46CR	042618	51.46
00052	Glen & Jim's Complete Auto							
	I-157102	Sewer truck repair	R	6/01/2021		25.50CR	042619	
	I-158854	Inspector truck repair	R	6/01/2021		26.73CR	042619	52.23
00496	Gunter Pest Management, Inc.							
	I-76298	May pest control	R	6/01/2021		55.00CR	042620	55.00
00055	H&H Septic Service, Inc.							
	I-021221P	Sewer repair-5609 Meadow Lake	R	6/01/2021		2,175.00CR	042621	
	I-50163	Sewer repair-Deer Run&MeadowLa	R	6/01/2021		800.00CR	042621	
	I-50164	8007 Timbercrest Way	R	6/01/2021		250.00CR	042621	3,225.00
02131	Heritage Tractor, Inc.							
	I-11113081	Mower parts	R	6/01/2021		337.22CR	042622	337.22
00501	Hinckley Springs							
	I-6913039051321	3 cs drinking water	R	6/01/2021		18.92CR	042623	18.92

PACKET: 07233 Regular Payments 6/1/21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
02928	Jim Horton							
	I-Event Refund	Event cancellation refund	R	6/01/2021		130.00CR	042624	130.00
01097	Lippert Mechanical Service Corp							
	I-SI2077452	HVAC Maintenance 5/1-7/31/21	R	6/01/2021		645.83CR	042625	645.83
02917	Lloyd Harold LLC							
	I-11464	Pump lifting equipment	R	6/01/2021		193.25CR	042626	193.25
00084	McConnell & Associates Co							
	I-2105-038169	Green marking flags-line locat	R	6/01/2021		32.00CR	042627	32.00
02632	MEI Total Elevator Solutions							
	I-896579	Quarterly Elevator Maint	R	6/01/2021		130.80CR	042628	130.80
02766	Messengers Lawn & Landscape							
	I-21047	Old Parkville Cemetery mowing	R	6/01/2021		377.00CR	042629	377.00
02228	Metro Rolloff Container Services LLC							
	I-17293	PLP restroom vault pump	R	6/01/2021		500.00CR	042630	
	I-17607	Restroom rental, cleaning	R	6/01/2021		200.00CR	042630	
	I-17608	restroom rental, cleaning	R	6/01/2021		385.00CR	042630	
	I-17609	Restroom rental, cleaning	R	6/01/2021		200.00CR	042630	1,285.00
01879	Midwest Public Risk							
	I-PL20210518.60	FY 21-22 Property & Liability	R	6/01/2021		140,556.84CR	042631	
	I-WC20210518.38	FY 21-22 Worker's Compensation	R	6/01/2021		128,354.04CR	042631	268,910.88
00159	Missouri American Water							
	I-Due 6/2-6/8	Water	R	6/01/2021		746.30CR	042632	746.30
VOID	VOID CHECK		V	6/01/2021			042633	**VOID**
02927	Northland Handyman KC, LLC							
	I-227	Pocket Park flower box repair	R	6/01/2021		381.21CR	042634	381.21
02135	Occupational Health Centers of the Southwest, PC							
	I-1013138782	Pre-Emp drug screen-Rhodes	R	6/01/2021		67.00CR	042635	67.00
02243	Pest Management Supply							
	I-0239631	Mosquito spray	R	6/01/2021		290.48CR	042636	290.48

PACKET: 07233 Regular Payments 6/1/21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
01701	Platte County Citizen							
	I-41957	Legal Public Hearing - PZ21-19	R	6/01/2021		34.00CR	042637	
	I-41958	Legal Public Hearing - PZ21-17	R	6/01/2021		29.75CR	042637	63.75
00107	Platte Rental & Supply							
	I-78183-1	Weed trimmer string	R	6/01/2021		31.97CR	042638	
	I-78291-1	Compressor, jackhammer rental	R	6/01/2021		126.00CR	042638	157.97
02591	ProServ							
	I-227072	Small Admin copier 4/18-5/17	R	6/01/2021		8.19CR	042639	8.19
02916	Renaissance Infrastructure Consulting							
	I-21-0262	Pocket Park Design	R	6/01/2021		2,355.00CR	042640	2,355.00
00154	T-Ray Specialties Inc.							
	I-41007	Restroom supplies	R	6/01/2021		162.54CR	042641	162.54
00838	The Work Zone, Inc.							
	I-58863	ELP Open Hour sign	R	6/01/2021		23.25CR	042642	23.25
01099	Toshiba							
	I-5523035	Court Copier 4/7-5/6/21	R	6/01/2021		25.59CR	042643	25.59
02409	UniFirst Corporation							
	I-226 0659636	Mat cleaning & rental	R	6/01/2021		111.00CR	042644	
	I-226 0661251	Mat cleaning & rental	R	6/01/2021		112.67CR	042644	223.67
01573	Urban Tree Specialists							
	I-20763	Cottonwood removal	R	6/01/2021		3,500.00CR	042645	3,500.00
02411	Victor L. Phillips Co.							
	I-PS0042219-1	Fuel sensor-Backhoe	R	6/01/2021		37.40CR	042646	37.40
02438	Vireo							
	I-P17128.4-9	Riverfront signage	R	6/01/2021		1,100.00CR	042647	
	I-P17128.4C-2	Riverfront Signage	R	6/01/2021		2,400.00CR	042647	3,500.00
00153	Westlake Ace Hardware							
	I-2498462 4/21	Apr 21 Stmnt	R	6/01/2021		449.87CR	042648	449.87
VOID	VOID CHECK		V	6/01/2021			042649	**VOID**

PACKET: 07233 Regular Payments 6/1/21
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

PACKET: 07233 Regular Payments 6/1/21

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01614	KCPL / EVERGY							
	I-Due 5/18	Electricity	D	6/01/2021		21,923.41CR	000772	
	I-Due May 17-18	Electricity	D	6/01/2021		107.09CR	000772	22,030.50

* * TOTALS * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	37	0.00	300,947.91	300,947.91
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	22,030.50	22,030.50
VOID CHECKS:	2	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	40	0.00	322,978.41	322,978.41

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 07233 Regular Payments 6/1/21
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : AP Pooled Cash Regular AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	6/2021	279,006.67CR
30	6/2021	15,329.27CR
40	6/2021	22,736.01CR
41	6/2021	5,855.00CR
80	6/2021	51.46CR
ALL		322,978.41CR

PACKET: 07230 Federal Withholdings - 5/21/21

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00044	Park Bank							
	I-T1 202105204340	Federal Withholding	D	5/21/2021		8,359.87CR	000763	
	I-T3 202105204340	FICA W/H	D	5/21/2021		10,650.88CR	000763	
	I-T4 202105204340	Medicare W/H	D	5/21/2021		2,490.88CR	000763	21,501.63

** TOTALS **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	0	0.00	0.00	0.00
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	0.00	21,501.63	21,501.63
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	1	0.00	21,501.63	21,501.63

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 07230 Federal Withholdings - 5/21/21
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	5/2021	21,248.80CR
30	5/2021	252.83CR
ALL		21,501.63CR

PACKET: 07231 EOM Benefits - May 2021

VENDOR SET: 01 **** CHECK LISTING ****

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00005	AFLAC							
	I-AFP202105064339	AFLAC PRETAX	R	5/26/2021		29.80CR	042606	
	I-AFP202105204340	AFLAC PRETAX	R	5/26/2021		29.80CR	042606	59.60
01807	City of Parkville/Flex Plan							
	I-FLX202105064339	Flex Plan	R	5/26/2021		877.47CR	042607	
	I-FLX202105204340	Flex Plan	R	5/26/2021		877.47CR	042607	1,754.94
Guardi	Guardian Life Insurance Company							
	I-GRD202105064339	Voluntary Insurance	R	5/26/2021		155.86CR	042608	
	I-GRD202105204340	Voluntary Insurance	R	5/26/2021		155.86CR	042608	311.72
00137	Kansas City Life Insuranc							
	I-ADD202105064339	ADD on KC Life Bill	R	5/26/2021		11.15CR	042609	
	I-ADD202105204340	ADD on KC Life Bill	R	5/26/2021		11.15CR	042609	
	I-LIF202105064339	BC/BS Life Insurance	R	5/26/2021		174.06CR	042609	
	I-LIF202105204340	BC/BS Life Insurance	R	5/26/2021		174.06CR	042609	
	I-LTD202105064339	Long Term Disability	R	5/26/2021		151.70CR	042609	
	I-LTD202105204340	Long Term Disability	R	5/26/2021		151.70CR	042609	673.82
02109	Kansas Payment Center							
	I-GB2202105064339	B Pardew - Garnishment 2	R	5/26/2021		149.08CR	042610	
	I-GB2202105204340	B Pardew - Garnishment 2	R	5/26/2021		149.08CR	042610	
	I-GBP202105064339	B Pardew - Garnishment	R	5/26/2021		100.62CR	042610	
	I-GBP202105204340	B Pardew - Garnishment	R	5/26/2021		100.62CR	042610	499.40

PACKET: 07231 EOM Benefits - May 2021
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01711	BCBSKC							
	I-BCC202105064339	BCBS Insurance	D	5/26/2021		499.88CR	000768	
	I-BCC202105204340	BCBS Insurance	D	5/26/2021		499.88CR	000768	
	I-BCE202105064339	BCKSKC Insurance	D	5/26/2021		1,112.30CR	000768	
	I-BCE202105204340	BCKSKC Insurance	D	5/26/2021		1,112.30CR	000768	
	I-BCF202105064339	BCBS Insurance	D	5/26/2021		786.50CR	000768	
	I-BCF202105204340	BCBS Insurance	D	5/26/2021		786.50CR	000768	
	I-BCS202105064339	BCBS Insurance	D	5/26/2021		1,596.00CR	000768	
	I-BCS202105204340	BCBS Insurance	D	5/26/2021		1,596.00CR	000768	
	I-BVC202105064339	Vision w/h	D	5/26/2021		17.74CR	000768	
	I-BVC202105204340	Vision w/h	D	5/26/2021		17.74CR	000768	
	I-BVE202105064339	Vision w/h	D	5/26/2021		33.60CR	000768	
	I-BVE202105204340	Vision w/h	D	5/26/2021		33.60CR	000768	
	I-BVF202105064339	Vision w/h	D	5/26/2021		117.53CR	000768	
	I-BVF202105204340	Vision w/h	D	5/26/2021		117.53CR	000768	
	I-BVS202105064339	Vision w/h	D	5/26/2021		43.15CR	000768	
	I-BVS202105204340	Vision w/h	D	5/26/2021		43.15CR	000768	
	I-DNC202105064339	BCBS Dental Insurance	D	5/26/2021		205.00CR	000768	
	I-DNC202105204340	BCBS Dental Insurance	D	5/26/2021		205.00CR	000768	
	I-DNF202105064339	BCBS Dental Insurance	D	5/26/2021		586.00CR	000768	
	I-DNF202105204340	BCBS Dental Insurance	D	5/26/2021		586.00CR	000768	
	I-DNP202105064339	DENTAL PRETAX	D	5/26/2021		246.40CR	000768	
	I-DNP202105204340	DENTAL PRETAX	D	5/26/2021		246.40CR	000768	
	I-DNS202105064339	Delta Dental Insurance	D	5/26/2021		154.25CR	000768	
	I-DNS202105204340	Delta Dental Insurance	D	5/26/2021		154.25CR	000768	
	I-HDC202105064339	BCBS Insurance	D	5/26/2021		414.55CR	000768	
	I-HDC202105204340	BCBS Insurance	D	5/26/2021		414.55CR	000768	
	I-HDE202105064339	BCBS Insurance	D	5/26/2021		827.04CR	000768	
	I-HDE202105204340	BCBS Insurance	D	5/26/2021		827.04CR	000768	
	I-HDF202105064339	Health Insurance	D	5/26/2021		731.24CR	000768	
	I-HDF202105204340	Health Insurance	D	5/26/2021		731.24CR	000768	
	I-HSE202105064339	BCBS Insurance	D	5/26/2021		565.32CR	000768	
	I-HSE202105204340	BCBS Insurance	D	5/26/2021		565.32CR	000768	
	I-HSF202105064339	BCBS Insurance	D	5/26/2021		1,999.20CR	000768	
	I-HSF202105204340	BCBS Insurance	D	5/26/2021		1,999.20CR	000768	
	I-HSS202105064339	BCBS Insurance	D	5/26/2021		450.25CR	000768	
	I-HSS202105204340	BCBS Insurance	D	5/26/2021		450.25CR	000768	
	I-S3F202105064339	BCBS Insurance	D	5/26/2021		647.89CR	000768	
	I-S3F202105204340	BCBS Insurance	D	5/26/2021		647.89CR	000768	
	I-SPC202105064339	BCBS Insurance	D	5/26/2021		1,834.12CR	000768	
	I-SPC202105204340	BCBS Insurance	D	5/26/2021		1,834.12CR	000768	
	I-SPE202105064339	BCBS Insurance	D	5/26/2021		204.14CR	000768	
	I-SPE202105204340	BCBS Insurance	D	5/26/2021		204.14CR	000768	
	I-SPF202105064339	BCBS Insurance	D	5/26/2021		2,888.32CR	000768	
	I-SPF202105204340	BCBS Insurance	D	5/26/2021		2,888.32CR	000768	
	I-SPS202105064339	BCBS Insurance	D	5/26/2021		975.68CR	000768	
	I-SPS202105204340	BCBS Insurance	D	5/26/2021		975.68CR	000768	33,872.20

PACKET: 07231 EOM Benefits - May 2021

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
01730	LAGERS							
	I-CSR202105034338	LAGERS RETIREMENT	D	5/26/2021		240.00CR	000769	
	I-CSR202105064339	LAGERS RETIREMENT	D	5/26/2021		7,752.44CR	000769	
	I-CSR202105204340	LAGERS RETIREMENT	D	5/26/2021		7,634.24CR	000769	
	I-R%P202105034338	City/PD Ret Contribution	D	5/26/2021		177.00CR	000769	
	I-R%P202105064339	City/PD Ret Contribution	D	5/26/2021		5,259.19CR	000769	
	I-R%P202105204340	City/PD Ret Contribution	D	5/26/2021		5,590.41CR	000769	26,653.28
02517	NueSynergy, Inc							
	I-HSU202105064339	HSA Contribution	D	5/26/2021		624.84CR	000770	
	I-HSU202105204340	HSA Contribution	D	5/26/2021		624.84CR	000770	1,249.68
00136	State of Missouri							
	I-T2 202105064339	State Withholdings	D	5/26/2021		2,978.66CR	000771	
	I-T2 202105204340	State Withholdings	D	5/26/2021		3,065.66CR	000771	6,044.32

** TOTALS **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	5	0.00	3,299.48	3,299.48
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	0.00	67,819.48	67,819.48
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	9	0.00	71,118.96	71,118.96

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 07231 EOM Benefits - May 2021

VENDOR SET: 01 *** DRAFT/OTHER LISTING ***

BANK : PY Pooled Cash PY Related AP

VENDOR	NAME / I.D.	DESC	ITEM TYPE	PAID DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
10	5/2021	70,487.63CR
30	5/2021	631.33CR
ALL		71,118.96CR

ITEM 4.A.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 25, 2021

Prepared By:
Alysen Abel, Public Works Director

Reviewed By:
Melissa McChesney, City Clerk

ISSUE:
Approve a construction agreement with Gunter Construction for improvements to Route 9 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 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 $195,795. 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 $350,000 in 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.

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.

FINANCE COMMITTEE RECOMMENDATION:
At the meeting on May 24, 2021, the Finance Committee, by a vote of 5-0, recommended 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.

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 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. 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]

(Agreement 2 of 2)

ITEM 4.B.
For 6/1/2021
Board of Aldermen Meeting

CITY OF PARKVILLE
Policy Report

Date: May 25, 2021

Prepared By:
Joe Parente, City Administrator

Reviewed By:
Rick McConnell Bond Counsel

ISSUE:
Approve the first reading of an ordinance to authorize the City to enter into a lease purchase agreement with BOFK, N.A., to approve 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 to approve 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, and prepay the prior lease purchase with Central Bank. The proposed financing/refinancing is $2,965,000, and includes $2,745,000 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 $4,503,095 available for the remaining project costs. This will cover the low construction bid of $4,153,096 and a combination contingency and construction inspection fund of $350,000. The contingency/construction fund fund will mostly be utilized to pay for construction inspection and material testing, with a reserve for change orders. Staff has had discussions with GBA concerning the potential for change orders related to this project and has reserved funds based on this discussion. It has also examined alternatives for the payment of change orders above the reserve amount, should they occur.

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 $195,795. 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.

BUDGET IMPACT:

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 $195,795. 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 $350,000 in funds for construction inspection, material testing, and contingency funds for change orders. Should the final costs for these items exceed this amount, the City would be required to appropriate additional funds for any overage.

ALTERNATIVES:

1. Approve the first reading of an 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.

FINANCE COMMITTEE RECOMMENDATION:

At the May 24, 2021 meeting of the Finance Committee, the Finance Committee voted 5-0 to recommend approval to the Board of Aldermen to adopt the Ordinance.

STAFF RECOMMENDATION:

Staff recommends adopting 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.

POLICY:

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

SUGGESTED MOTION:

I move approve Bill No. 3124, an ordinance authorizing the City 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 with BOKF, N.A. 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, on first reading and postpone the second reading to June 15, 2021.

ATTACHMENTS:

1. Ordinance
2. Certificates of Participation, Series 2021A
3. Preliminary Official Statement
4. Debt Management Policy
5. Debt Service Charts (2021 Budget)
6. Declaration of Trust
7. Lease Purchase Agreement
8. Tax Compliance Agreement
9. Notice of Sale

BILL NO. 3124 **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 $3,100,000 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 $3,100,000.
(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 15TH DAY OF JUNE 2021.

____
Mayor

(SEAL)

ATTEST:

____
City Clerk

$2,985,000

City of Parkville, Missouri

Certificates of Participation, Series 2021A

Issue Summary

Table of Contents

$2,985,000

City of Parkville, Missouri

Certificates of Participation, Series 2021A

Issue Summary

Total Issue Sources And Uses

Dated 07/01/2021 | Delivered 07/01/2021

	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	$2,765,000.00	$220,000.00	-	$2,985,000.00
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	**$4,607,359.44**	**$220,000.00**	**$1,110,645.56**	**$5,938,005.00**
Uses Of Funds				
Deposit to Project Construction Fund	4,503,095.00	-	-	4,503,095.00
Deposit to Current Refunding Fund	-	212,417.56	1,110,645.56	1,323,063.12
Costs of Issuance	74,242.80	5,907.20	-	80,150.00
Total Underwriter's Discount (1.000%)	27,650.00	2,200.00	-	29,850.00
Rounding Amount	2,371.64	(524.76)	-	1,846.88
Total Uses	**$4,607,359.44**	**$220,000.00**	**$1,110,645.56**	**$5,938,005.00**

$2,985,000

City of Parkville, Missouri

Certificates of Participation, Series 2021A

Issue Summary

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/01/2021	-	-	-	-	-
03/01/2022	375,000.00	0.400%	24,656.67	399,656.67	-
09/01/2022	-	-	17,742.50	17,742.50	417,399.17
03/01/2023	160,000.00	0.500%	17,742.50	177,742.50	-
09/01/2023	-	-	17,342.50	17,342.50	195,085.00
03/01/2024	160,000.00	0.600%	17,342.50	177,342.50	-
09/01/2024	-	-	16,862.50	16,862.50	194,205.00
03/01/2025	165,000.00	0.700%	16,862.50	181,862.50	-
09/01/2025	-	-	16,285.00	16,285.00	198,147.50
03/01/2026	165,000.00	0.900%	16,285.00	181,285.00	-
09/01/2026	-	-	15,542.50	15,542.50	196,827.50
03/01/2027	165,000.00	1.050%	15,542.50	180,542.50	-
09/01/2027	-	-	14,676.25	14,676.25	195,218.75
03/01/2028	165,000.00	1.250%	14,676.25	179,676.25	-
09/01/2028	-	-	13,645.00	13,645.00	193,321.25
03/01/2029	170,000.00	1.350%	13,645.00	183,645.00	-
09/01/2029	-	-	12,497.50	12,497.50	196,142.50
03/01/2030	170,000.00	1.450%	12,497.50	182,497.50	-
09/01/2030	-	-	11,265.00	11,265.00	193,762.50
03/01/2031	175,000.00	1.550%	11,265.00	186,265.00	-
09/01/2031	-	-	9,908.75	9,908.75	196,173.75
03/01/2032	180,000.00	1.650%	9,908.75	189,908.75	-
09/01/2032	-	-	8,423.75	8,423.75	198,332.50
03/01/2033	180,000.00	1.700%	8,423.75	188,423.75	-
09/01/2033	-	-	6,893.75	6,893.75	195,317.50
03/01/2034	185,000.00	1.750%	6,893.75	191,893.75	-
09/01/2034	-	-	5,275.00	5,275.00	197,168.75
03/01/2035	185,000.00	1.800%	5,275.00	190,275.00	-
09/01/2035	-	-	3,610.00	3,610.00	193,885.00
03/01/2036	190,000.00	1.850%	3,610.00	193,610.00	-
09/01/2036	-	-	1,852.50	1,852.50	195,462.50
03/01/2037	195,000.00	1.900%	1,852.50	196,852.50	-
09/01/2037	-	-	-	-	196,852.50
Total	$2,985,000.00	-	$368,301.67	$3,353,301.67	-

SIGNIFICANT DATES

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

Yield Statistics

Bond Year Dollars	$23,555.00
Average Life	7.891 Years
Average Coupon	1.5635817%
Net Interest Cost (NIC)	1.6903064%
True Interest Cost (TIC)	1.6914336%
Bond Yield for Arbitrage Purposes	1.5531213%
All Inclusive Cost (AIC)	2.0734262%

IRS Form 8038

Net Interest Cost	1.5635817%
Weighted Average Maturity	7.891 Years

$2,765,000

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
07/01/2021	-	-	-	-	-
03/01/2022	155,000.00	0.400%	24,070.00	179,070.00	-
09/01/2022	-	-	17,742.50	17,742.50	196,812.50
03/01/2023	160,000.00	0.500%	17,742.50	177,742.50	-
09/01/2023	-	-	17,342.50	17,342.50	195,085.00
03/01/2024	160,000.00	0.600%	17,342.50	177,342.50	-
09/01/2024	-	-	16,862.50	16,862.50	194,205.00
03/01/2025	165,000.00	0.700%	16,862.50	181,862.50	-
09/01/2025	-	-	16,285.00	16,285.00	198,147.50
03/01/2026	165,000.00	0.900%	16,285.00	181,285.00	-
09/01/2026	-	-	15,542.50	15,542.50	196,827.50
03/01/2027	165,000.00	1.050%	15,542.50	180,542.50	-
09/01/2027	-	-	14,676.25	14,676.25	195,218.75
03/01/2028	165,000.00	1.250%	14,676.25	179,676.25	-
09/01/2028	-	-	13,645.00	13,645.00	193,321.25
03/01/2029	170,000.00	1.350%	13,645.00	183,645.00	-
09/01/2029	-	-	12,497.50	12,497.50	196,142.50
03/01/2030	170,000.00	1.450%	12,497.50	182,497.50	-
09/01/2030	-	-	11,265.00	11,265.00	193,762.50
03/01/2031	175,000.00	1.550%	11,265.00	186,265.00	-
09/01/2031	-	-	9,908.75	9,908.75	196,173.75
03/01/2032	180,000.00	1.650%	9,908.75	189,908.75	-
09/01/2032	-	-	8,423.75	8,423.75	198,332.50
03/01/2033	180,000.00	1.700%	8,423.75	188,423.75	-
09/01/2033	-	-	6,893.75	6,893.75	195,317.50
03/01/2034	185,000.00	1.750%	6,893.75	191,893.75	-
09/01/2034	-	-	5,275.00	5,275.00	197,168.75
03/01/2035	185,000.00	1.800%	5,275.00	190,275.00	-
09/01/2035	-	-	3,610.00	3,610.00	193,885.00
03/01/2036	190,000.00	1.850%	3,610.00	193,610.00	-
09/01/2036	-	-	1,852.50	1,852.50	195,462.50
03/01/2037	195,000.00	1.900%	1,852.50	196,852.50	-
09/01/2037	-	-	-	-	196,852.50
Total	$2,765,000.00	-	$367,715.00	$3,132,715.00	-

195,794.69

SIGNIFICANT DATES

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

Yield Statistics

Bond Year Dollars........ $23,408.33
Average Life........ 8.466 Years
Average Coupon........ 1.5708722%

Net Interest Cost (NIC)........ 1.6889925%
True Interest Cost (TIC)........ 1.6899127%
Bond Yield for Arbitrage Purposes........ 1.5531213%
All Inclusive Cost (AIC)........ 2.0456301%

IRS Form 8038

Net Interest Cost........ 1.5708722%
Weighted Average Maturity........ 8.466 Years

File | Parkville MO.sf | 2021A COP 4.27.21 | Phase 1 & Phase 2 Improve | 5/26/2021 | 1:55 PM

bakertilly MUNICIPAL ADVISORS

$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
07/01/2021	-	-	-	-	-
03/01/2022	220,000.00	0.400%	586.67	220,586.67	-
09/01/2022	-	-	-	-	220,586.67
Total	$220,000.00	-	$586.67	$220,586.67	-

SIGNIFICANT DATES

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

Yield Statistics

Bond Year Dollars.......... $146.67
Average Life.......... 0.667 Years
Average Coupon.......... 0.4000023%

Net Interest Cost (NIC).......... 1.9000023%
True Interest Cost (TIC).......... 1.9161410%
Bond Yield for Arbitrage Purposes.......... 1.5531213%
All Inclusive Cost (AIC).......... 6.1233984%

IRS Form 8038

Net Interest Cost.......... 0.4000023%
Weighted Average Maturity.......... 0.667 Years

Disclaimer

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities.

This Preliminary Official Statement and the information contained herein are subject to completion and amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor may there be any sale of these securities in any jurisdictions in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED JUNE ____, 2021

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

NEW ISSUE
BOOK ENTRY ONLY

S&P RATING: ___
(applied for)

*In the opinion of Armstrong Teasdale LLP, Special Tax Counsel, under existing law and assuming, among other matters, continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Interest Portion of Basic Rent (the "Interest Portion") paid by the City under the Lease (defined herein) and distributed to the owners of the Series 2021A Certificates (including any original issue discount properly allocable to an owner of the Series 2021A Certificates) is excludable from gross income for federal and Missouri income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The Series 2021A Certificates have been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. See "**TAX MATTERS**" in this Official Statement.*

OFFICIAL STATEMENT

$2,985,000*
CITY OF PARKVILLE, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2021A

Dated: Date of Delivery

Due: March 1, as shown on the inside cover page

The Series 2021A Certificates represent undivided, proportionate interests in Basic Rent (the **"Basic Rent"**) to be paid by the City of Parkville, Missouri (the **"City"**), and are being delivered pursuant to an Declaration of Trust dated as of July 1, 2021 (the **"Declaration"**), executed by BOKF, N.A., Kansas City, Missouri, as trustee (the **"Trustee"**). The Basic Rent payments are payable by the City under an annually renewable Lease Purchase Agreement dated as of July 1, 2021 (the **"Lease"**) between the City and the Trustee.

The Series 2021A Certificates will be delivered in fully registered form without coupons in the denomination of $5,000 or any integral multiple thereof, and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (**"DTC"**). Individual purchases of interests in the Series 2021A Certificates will be made in book-entry form only. Purchasers of such interests (the **"Beneficial Owners"**) will not receive certificates representing their interests in the Series 2021A Certificates. So long as Cede & Co., as nominee of DTC, is the owner of the Series 2021A Certificates, references herein to the owners or registered owners mean Cede & Co., as aforesaid, and do not mean the Beneficial Owners of the Series 2021A Certificates.

Principal and interest distributable with respect to the Series 2021A Certificates are payable by the Trustee. So long as DTC or its nominee, Cede & Co., is the owner, such payments will be made directly to such owner. Upon receipt of payments of principal and interest, DTC will in turn remit such principal and interest to DTC's participants for subsequent disbursement to the Beneficial Owners of the Series 2021A Certificates. Principal and prepayment premium, if any, will be payable annually on March 1, beginning on March 1, 2022. Interest will be payable semiannually on March 1 and September 1, beginning on March 1, 2022, by check or draft mailed (or by wire transfer in certain circumstances described herein) to the persons who are the registered owners of the Certificates as of the close of business on the 15th day of the month preceding the applicable interest payment date.

The Series 2021A Certificates will be payable solely from the Basic Rent under the Lease and certain money held by the Trustee under the Declaration. See the caption "**SECURITY FOR THE CERTIFICATES**" herein. The City will agree to pay the total Basic Rent due under the Lease for each fiscal year, but only if the governing body of the City annually appropriates sufficient money specifically designated to pay the Basic Rent coming due during each succeeding fiscal year. **The obligation to make payments will not create a general obligation or other indebtedness of the City within the meaning of any constitutional or statutory debt limitation or restriction. The delivery of the Series 2021A Certificates will not obligate the City to levy any form of taxation therefore or to make any appropriation for their payment in any year subsequent to a year in which the Lease is in effect.**

The Series 2021A Certificates are subject to prepayment prior to their stated payment dates under certain conditions. See the caption **"THE SERIES 2021A CERTIFICATES — Prepayment Provisions"** herein.

The Series 2021A Certificates are subject to certain risks. Prospective purchasers of the Series 2021A Certificates should be able to evaluate the risks and merits of an investment in the Series 2021A Certificates before considering a purchase of the Series 2021A Certificates. See **"RISK FACTORS AND INVESTMENT CONSIDERATIONS"** herein.

The Series 2021A Certificates are offered when, as and if delivered and received by the Underwriter, subject to the approval of legality by Armstrong Teasdale LLP, Kansas City, Missouri, Special Tax Counsel, and certain other conditions. It is expected that the Series 2021A Certificates will be available for delivery through The Depository Trust Company in New York, New York, on or about July __, 2021.

Bids for the Series 2021A Certificates will be received until ___:___ a.m., CST, on June ___, 2021 as described the Notice of Sale for the Series 2021A Certificates.

The date of this Official Statement is June __, 2021.

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* Preliminary, subject to change.

$2,985,000*
CITY OF PARKVILLE, MISSOURI
CERTIFICATES OF PARTICIPATION
SERIES 2021A

MATURITY SCHEDULE*

Serial Certificates

Due March 1	Principal Amount	Interest Rate	Price
2022	$375,000		
2023	160,000		
2024	160,000		
2025	165,000		
2026	165,000		
2027	165,000		
2028	165,000		
2029	170,000		
2030	170,000		
2031	175,000		
2032	180,000		
2033	180,000		
2034	185,000		
2035	185,000		
2036	190,000		
2037	195,000		

* Preliminary, subject to change.

City of Parkville, Missouri

8880 Clark Avenue
Parkville, Missouri 64152
816-741-7676

CITY OFFICIALS

<u>City Council</u>
Nan Johnston – Mayor
Philip Wassmer, Alderman
Tina Welch, Alderman
Douglas Wylie, Alderman
Robert Lock, Alderman
Brian T. Whitley, Alderman
Dave Rittman, Alderman
Marc Sportsman, Alderman
Greg Plumb, Alderman

<u>Administrative Officials</u>
Joe Parente – City Administrator
Matthew Chapman – Finance and Human Resources Director
Melissa McChesney, City Clerk

CERTIFIED PUBLIC ACCOUNTANTS

Cochran Head Vick & Co., P.C.
Kansas City, Missouri

SPECIAL TAX COUNSEL

Armstrong Teasdale LLP
Kansas City, Missouri

MUNICIPAL ADVISOR

Baker Tilly Municipal Advisors, LLC
Saint Paul, Minnesota & Kansas City, Missouri

UNDERWRITER

[to be determined]

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2021A CERTIFICATES AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE SERIES 2021A CERTIFICATES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE DECLARATION BEEN QUALIFIED UNDER THE TRUST DECLARATION ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS.

The Underwriter and Municipal Advisor have reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but neither the Underwriter nor the Municipal Advisor guarantee the accuracy or completeness of that information.

No dealer, broker, salesperson or other person has been authorized by the City, the Underwriter, or the Municipal Advisor to give any information or to make any representation with respect to the Series 2021A Certificates offered hereby other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Series 2021A Certificates offered hereby by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from the City and from other sources believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter or the Municipal Advisor. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "anticipate," "projected," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THESE FUTURE RISKS AND UNCERTAINTIES INCLUDE THOSE DISCUSSED IN THE "RISK FACTORS" SECTION OF THIS OFFICIAL STATEMENT. NEITHER THE CITY NOR ANY OTHER PARTY PLANS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES UPON WHICH SUCH STATEMENTS ARE BASED OCCUR.

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OFFICIAL STATEMENT

$2,985,000*
CERTIFICATES OF PARTICIPATION
CITY OF PARKVILLE, MISSOURI
SERIES 2021A

INTRODUCTION

This introduction is only a brief description and summary of certain information contained in this Official Statement and is qualified in its entirety by reference to the more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement.

General

The purpose of this Official Statement is to furnish information in connection with the offering and sale of Certificates of Participation City of Parkville, Missouri, Series 2021A, in the aggregate principal amount of $2,985,000* (the **"Series 2021A Certificates"**). The Series 2021A Certificates represent undivided interests in Basic Rent to be paid by the City of Parkville, Missouri (the **"City"**) pursuant to an annually renewable Lease Purchase Agreement dated as of July 1, 2021 (the **"Lease"**), between BOKF, N.A., Kansas City, Missouri (the **"Trustee"**), as lessor, and the City, as lessee. The Trustee has agreed to execute and deliver the Series 2021A Certificates pursuant to a Declaration of Trust dated as of July 1, 2021 (the **"Declaration"**). The Basic Rent constitutes rent for use of certain personal property (the "**Leased Property**," as further described herein) pursuant to the Lease.

The City

The City is a fourth class city and political subdivision organized and existing under the constitution and laws of the State of Missouri.

Plan of Financing

Proceeds from the sale of the Series 2021A Certificates will be used, together with other available funds (a) to provide for the financing of a portion of the costs related to construction of multimodal improvements for a segment of the Missouri Route 9 corridor in the City (collectively, the **"Project"** as further described herein), (b) prepay an existing lease purchase obligation of the City (the "Prepaid Lease"), and (c) to pay the costs of issuance of the Series 2021A Certificates. The "**Leased Property**" as referred to herein consists of certain personal property acquired in the completion of capital City road maintenance funded with the Refunded Lease, and includes asphalt, gravel and all other similar materials acquired with proceeds of the Prepaid Lease for such purpose. See **"PLAN OF FINANCING – The Project"** herein. **The Leased Property does not include any interest in real property or any interest in materials related to Route 9 improvements.**

Simultaneously with the delivery of the Series 2021A Certificates, the Trustee, as lessor under the Lease, will lease the Leased Property to the City for an initial term ending December 31, 2021, with successive one-year renewal options (the **"Renewal Terms"**), with a final Renewal Term ending March 1, 2037. Each Renewal Term is subject to annual appropriation by the City Council.

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* Preliminary, subject to change.

A portion of each Base Rental will be used to pay interest distributable with respect to the Series 2021A Certificates, and a portion of each Base Rental will be used to pay principal and prepayment premium, if any, distributable with respect to the Series 2021A Certificates. See the caption **"PLAN OF FINANCING"** herein.

Limited Obligations

Under the Lease, the City has agreed to pay Basic Rent consisting of a Principal Portion and an Interest Portion (collectively, the **"Basic Rent"**) that are distributable with respect to the Series 2021A Certificates, but only if and to the extent that the City annually appropriates sufficient money to pay the Basic Rent coming due during each succeeding Renewal Term.

Neither the Series 2021A Certificates, the Lease nor any payments required under the Lease will constitute a mandatory payment obligation of the City in any year beyond the year during which the City is a lessee under the Lease, or constitute or give rise to a general obligation or other indebtedness of the City. The City is not legally obligated to budget or appropriate money for any fiscal year beyond the current fiscal year or any subsequent fiscal year in which the Lease is in effect, and there can be no assurance that the City will appropriate funds to make Basic Rent or renew the Lease after the Initial Term or any Renewal Term of the Lease. The City may terminate its obligations under the Lease on an annual basis. The City will have the option to purchase the Trustee's interest in the Leased Property as provided in the Declaration and the Lease.

Neither the Series 2021A Certificates nor the Lease will constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof, nor will they constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The execution and delivery of the Lease will not obligate the City to levy any form of taxation for the payments required thereunder or to make any appropriation for such payments in any fiscal year subsequent to a fiscal year in which the Lease is in effect.

Risk Factors

Payment of the principal and interest distributable with respect to the Series 2021A Certificates is subject to certain risks. See the caption **"RISK FACTORS AND INVESTMENT CONSIDERATIONS."**

Parity Obligations

The Declaration provides for the future delivery of Additional Certificates, if delivered, to be secured on a parity with the Series 2021A Certificates and any other Additional Certificates then Outstanding under the Declaration. The Series 2021A Certificates, together with any Additional Certificates, are collectively the "Certificates." See the caption **"FORMS OF THE DOCUMENTS "** in ***Appendix C*** hereto.

Continuing Disclosure Information

The City will enter into a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") for the benefit of the beneficial owners of the Series 2021A Certificates to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board ("MSRB") through its Electronic Municipal Market Access system ("EMMA") pursuant to the requirements of SEC Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. The form of Continuing Disclosure Undertaking is set forth in *Appendix D*, attached hereto and made a part hereof and entitled "CONTINUING DISCLOSURE UNDERTAKING."

The City believes that it has timely filed required operating and financial data required by previous undertakings since the fiscal year ended December 31, 2016, other than the annual operating data for the fiscal year 2016 was not filed within the time period specified by the prior undertakings. The City did not file notices of defeasances, redemptions and rating changes, if any, which were available from other sources.

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the respective authorizing resolutions (the "Resolutions"), and beneficial owners of the Series 2021A Certificates are limited to the remedies described in the Continuing Disclosure Undertaking. A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule, and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Obligations and their market price.

Definitions and Descriptions; Inspection of Documents

All capitalized terms used in this Official Statement not defined in the text hereof are defined under the in ***Appendix C*** to this Official Statement. Brief descriptions of the Series 2021A Certificates, the Lease, the Declaration and certain other matters are included in this Official Statement. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Lease and the Declaration are qualified in their entirety by reference to such documents, copies of which may be requested from Baker Tilly Municipal Advisors, LLC via the following email address: bond_service@bakertilly.com. All references to the Series 2021A Certificates are qualified in their entirety by the definitive terms thereof and the information with respect thereto included in the Lease and the Declaration.

THE SERIES 2021A CERTIFICATES

Description

The Series 2021A Certificates are dated the date set forth on the cover page hereof. The Principal Portion of Basic Rent distributable with respect to each Series 2021A Certificate will bear interest at specified rates as set forth on the inside cover page hereof. The Interest Portion of Basic Rent distributable with respect to the Series 2021A Certificates will be payable semiannually on March 1 and September 1 of each year beginning on March 1, 2022 (collectively the **"Payment Dates"**). The Principal Portion of Basic Rent distributable with respect to the Series 2021A Certificates is payable on March 1 of each year in the principal amounts set forth on the inside cover page of this Official Statement.

Interest distributable with respect to the Series 2021A Certificates is payable by (a) check or draft mailed by the Trustee to the person in whose name each Certificate is registered on the 15th day of the month next preceding each Payment Date at such person's address as it appears on the registration books kept by the Trustee under the Declaration (the **"Register"**), or (b) in the case of the payment of Interest Portions to the Securities Depository or any Registered Owner of $500,000 or more in aggregate principal amount of Series 2021A

Certificates, by electronic transfer to such Registered Owner upon written notice given to the Trustee by such Registered Owner not less than five days prior to the Record Date for such Interest Portions, containing the electronic transfer instructions including the bank (which shall be in the continental United States), ABA routing number and account name and account number to which such Registered Owner wishes to have such transfer directed. Principal distributable with respect to the Certificates is payable upon presentation and surrender thereof at the principal corporate trust office of the Trustee.

Prepayment Provisions

Optional Prepayment. The Series 2021A Certificates or portions thereof with a stated maturity of March 1, 2032 and thereafter are subject to prepayment on March 1, 2031 and thereafter in whole or in part at any time at a prepayment price equal to 100% of the Principal Portion of Basic Rent represented thereby plus the Interest Portion of Basic Rent accrued thereon to the Prepayment Date.

Partial Prepayment of Certificates. Certificates will be prepaid only in the principal amount of $5,000 each or integral multiples thereof. In the case of a partial prepayment of Certificates when Certificates of denominations greater than $5,000 are then outstanding, each $5,000 of principal amount will be treated as though it were a separate Certificate of the denomination of $5,000.

Selection of Certificates. With respect to any partial prepayment of the Certificates and unless otherwise provided in the Declaration, the particular Certificates to be prepaid will be prepaid in such order of stated payment dates as the City determines and within each stated payment date by such equitable manner as the Trustee determines.

Notice of Prepayment. Official notice of any prepayment of Certificates is required to be given by the Trustee by mailing a copy of the notice at least 30 days prior to the prepayment date by first class mail to the Owner of the Certificate or Certificates to be prepaid, at the address shown on the Register on the date the notice is mailed, as more fully described in the Declaration.

Acceleration

If the Lease is terminated upon the occurrence of an Event of Nonappropriation or an Event of Default occurs under the Declaration or the Lease and in either case the terms and conditions of the Declaration are satisfied, the Principal Portion of Basic Rent then due and unpaid during the then current fiscal year with respect to the Certificates will be declared immediately due and payable. If sufficient money is not available to pay in full all interest and principal then due with respect to the Certificates, the Trustee will, after the payment of costs and expenses related to exercising remedies under the Declaration, apply all available money first to the payment of all interest due with respect to the Certificates, *pro rata* if necessary, and second to the payment of the principal due with respect to the Certificates, *pro rata* if necessary. See **"RISK FACTORS AND INVESTMENT CONSIDERATIONS"** below and **"FORMS OF THE DOCUMENTS"** in ***Appendix C*** hereto.

BOOK-ENTRY ONLY SYSTEM

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2021A Certificates. The Series 2021A Certificates will be delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2021A Certificates, each in the aggregate principal amount of such maturity.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+". The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at **www.dtcc.com**.

Purchases of Series 2021A Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2021A Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2021A Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2021A Certificates, except in the event that use of the book-entry system for the Series 2021A Certificates is discontinued.

To facilitate subsequent transfers, all Series 2021A Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2021A Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2021A Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2021A Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2021A Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2021A Certificates, such as prepayments, defaults, and proposed amendments to the related documents. For example, Beneficial Owners of Series 2021A Certificates may wish to ascertain that the nominee holding the Series 2021A Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Prepayment notices shall be sent to DTC. If less than all of the Series 2021A Certificates within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2021A Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2021A Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of Principal Portions and Interest Portions on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on each payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of prepayment proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2021A Certificates at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2021A Certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2021A Certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof, and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Transfer Outside Book-Entry Only System

If the Book-Entry Only System is discontinued the following provisions would apply. The Certificates are transferable only upon the Register upon presentation and surrender of the Certificates, together with instructions for transfer. Certificates may be exchanged for other Certificates of any denomination authorized by the Declaration in the same aggregate principal amount, series, payment date and interest rate, upon presentation to the Trustee, subject to the terms, conditions and limitations and upon payment of any tax, fee or other governmental charge required to be paid with respect to any such registration, exchange or transfer.

SECURITY FOR THE CERTIFICATES

Limited Obligations; Sources of Payment

Each Certificate evidences the undivided interest of the Owner thereof in the right to receive Basic Rent to be made by the City under the Lease. The Series 2021A Certificates are payable solely out of the Basic Rent and other money and investments held by the Trustee under the Declaration.

The City's obligation to make Basic Rent and other payments under the Lease is subject to annual appropriation by the City and will not constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof, or an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The execution and delivery of the Lease and the Certificates will not obligate the City to levy any form of taxation therefor or to make any appropriation for their payment in any fiscal year subsequent to a fiscal year in which the Lease is in effect.

Under the terms of the Lease, if the City elects to renew the Lease at the end of the Initial Term or any Renewal Term, it is obligated to budget, appropriate and set aside a portion of its general revenues derived from user fees and other sources, which appropriation must be sufficient to make the Basic Rent coming due during the ensuing fiscal year. The City is obligated to make Basic Rent to the Trustee on the 15th of each month preceding each Payment Date, which payments will be distributable as principal and interest with respect to the Certificates (but only if the City elects to renew the Lease for each Renewal Term). **There can be no assurance that the City will appropriate funds for Basic Rent or renew the Lease after the initial term. The City is not legally required to budget or appropriate money for any subsequent fiscal year beyond the current fiscal year.**

The City anticipates that it will fund the majority of Basic Rent payments from the proceeds of a 1% sales tax levied by the 9 Highway Corridor Community Improvement District (the "CID"). The CID is a separate political division with an independent Board of Directors. The CID sales tax must be annually appropriated by the CID Board of Directors for payment to the City. **As a consequence, potential investors should evaluate the capability of the City to make Basic Rent payments from sources other than the CID sales tax.**

Parity Obligations

Additional Certificates may be delivered without the consent of the Owners of the Certificates to (a) refund the Certificates of any series, and (b) fund the costs of completing the Project or for additional projects for the City.

All Additional Certificates will be secured by the lien of the Declaration and will rank on a parity with the Series 2021A Certificates and any Additional Certificates. Unless provided otherwise in a supplement to the Declaration, any Additional Certificates will be in substantially the same form as the Series 2021A Certificates, but will bear such date or dates, bear such interest rate or rates, have such payment date or dates, prepayment dates and prepayment premiums, and be issued at such prices as are approved in writing by the City, subject to the requirements of the Declaration.

THE TRUSTEE

BOKF, N.A., Kansas City, Missouri, will be the Trustee under the Declaration and a party to the Lease. The Trustee may consult with counsel, and the opinion of such counsel will be full and complete authorization and protection with respect to any action taken or suffered by the Trustee in good faith in accordance with such opinion. The Trustee may execute any trusts or powers or perform the duties required by the Declaration or the Lease by or through attorneys, agents or receivers and will not be answerable for the default or misconduct of any such attorney, agent or receiver selected by it in good faith.

The Series 2021A Certificates are executed by the Trustee, not individually or personally but solely as Trustee under the Declaration, in the exercise of the power and authority conferred upon and invested in it as such Trustee. Except for its negligence or willful misconduct, nothing contained in the Declaration or the Lease is to be construed as creating any liability on the Trustee, individually or personally, to perform any covenant either express or implied in the Certificates, the Declaration or the Lease, all such liability, if any, being expressly waived by the Owners of the Certificates by the acceptance thereof and by each and every person now or hereafter claiming by, through or under the Trustee or the Owners of the Certificates. Insofar as the City is concerned, the Trustee and the Owner of any Certificate and any person claiming by, through or under the Trustee or the Owner of any Certificate may look solely to the Trust Estate described in the Declaration for payment of the interests evidenced by the Certificates.

As security for the compensation, expenses, disbursements and indemnification to which it is entitled upon the occurrence of an Event of Default under the Declaration or an Event of Nonappropriation under the Lease, the Trustee will have a first lien with right of payment prior to payment on account of any principal or interest with respect to the Certificates for such compensation, expenses, disbursements and indemnification.

RISK FACTORS AND INVESTMENT CONSIDERATIONS

The purchase of the Series 2021A Certificates involves certain investment risks that are discussed throughout this Official Statement. Each prospective purchaser of the Series 2021A Certificates should make an independent evaluation of all of the information presented in this Official Statement in order to make an informed investment decision. Certain risk factors relating to the Series 2021A Certificates are described below.

Limited Obligations

The Series 2021A Certificates represent an interest in the right to receive amounts due under the Lease, which constitute currently budgeted expenditures of the City, payable only if the City appropriates sufficient money to extend the term of the Lease for each successive fiscal year. The Initial Term of the Lease expires on December 31, 2021. The Lease is thereafter subject to successive one-year Renewal Terms commencing on January 1 of each year, and a final renewal term ending March 1, 2037. The City's obligations under the Lease do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Although the City intends to satisfy its obligations to pay Basic Rent out of the revenues generated from various sources, none of those revenues are pledged to the payment of the Certificates.

The City has declared its current intention and expectation that the Lease will be renewed annually until the City exercises its option to acquire the Trustee's interest in the Leased Property. However, such a declaration may not be construed as contractually obligating or otherwise binding the City. Accordingly, the likelihood that the City will renew the Lease for all Renewal Terms and continue to pay the Basic Rent thereunder for distribution by the Trustee with respect to the Series 2021A Certificates is dependent upon certain factors which are beyond the control of the Owners, including (1) the availability of funds from the Series 2021A Certificates or other sources in an amount sufficient to complete the Project, (2) the City's continuing need for the Leased Property, (3) the demographic conditions within the City, (4) the City's ability to generate sufficient funds from various sources to pay its obligations under the Lease and its other obligations, and (5) the value of the Leased Property if assigned or subleased in proceedings instituted by the Trustee if the term of the Lease is terminated as a result of an Event of Default or Event of Nonappropriation.

The City anticipates that it will fund the majority of Basic Rent payments from the proceeds of a 1% sales tax levied by the 9 Highway Corridor Community Improvement District (the "CID"). The CID is a separate political division with an independent Board of Directors. The CID sales tax must be annually appropriated by the CID Board of Directors for payment to the City. **As a consequence, potential investors should evaluate the capability of the City to make Basic Rent payments from sources other than the CID sales tax.**

No Reserve Fund

No debt service reserve fund is being established for the Series 2021A Certificates.

Expiration or Termination of the Lease

The Lease will expire by its terms on December 31 during each year from 2021 through 2037 (with an final term ending March 1, 2037), unless the City in its sole discretion exercises the option provided in the Lease to extend its term for each next succeeding Renewal Term. If the City does not extend in any year the term of the Lease, the City's obligation to make payments will terminate on the December 31 occurring at the end of the Initial Term or the then current Renewal Term. Upon (1) the expiration of the Initial Term or any Renewal Term during which an Event of Nonappropriation occurs or (2) a default under the Lease and an election by the Trustee to terminate the City's possessory interest under the Lease, the City's right of possession of the Leased Property under the Lease will expire or be terminated, as appropriate. See **"FORMS OF THE DOCUMENTS"** in ***Appendix C*** hereto.

If the City's right of possession of the Leased Property under the Lease expires or is terminated for either of the reasons described in the preceding paragraph, the City's obligation to make payments thereunder will continue through the Initial Term or the Renewal Term then in effect, but not thereafter, and the Series 2021A Certificates will be payable from, among other sources, such money as may be available by way of recovery from the City of the Basic Rent that are due through the Initial Term or the Renewal Term then in effect. If the Lease expires at the end of the Initial Term or a Renewal Term without any extension for the next succeeding Renewal Term or if an event occurs as described above pursuant to which the Trustee terminates the City's right of possession of the Leased Property under the Lease, the Trustee may take possession of or sell its interest in the Leased Property as provided in the Lease and the Declaration. The net proceeds of any sale or assignment of the Trustee's interest in the Leased Property, together with certain other money then held by the Trustee under the Declaration, are required to be used to pay the Certificates to the extent of such money.

Due to the nature of the Leased Property, no assurance can be given that the Trustee could sell or assign its interest in the Leased Property for the amount necessary (after taking into account money legally available from other sources) to pay in full the Principal and Interest Portions of Basic Rent then due with respect to the Certificates. The Leased Property consists of gravel and asphalt that has been incorporated into City streets. The Leased Property does not include any interest in real property. Furthermore, it is unlikely that the amount, if any, realized upon any sale or assignment of the Trustee's interest in the Leased Property will be available to provide for the payment of the Certificates on a timely basis or in a sufficient amount for that purpose. The value of the Leased Property is less than the principal amount of the Series 2021A Certificates.

Delays in Exercising Remedies

A termination of the City's right of possession of the Leased Property under the Lease as a result of an Event of Default or an Event of Nonappropriation or expiration of the term of the Lease at the end of the Initial Term or any Renewal Term without an extension for the next succeeding Renewal Term will give the Trustee the right to possession of, and the right to sell or assign its interest in, the Leased Property in accordance with the provisions of the Lease and the Declaration. However, the enforceability of the Declaration is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the exercise of judicial authority by the State of Missouri or federal courts and the exercise by the United States of America of the powers delegated to it by the U.S. Constitution.

Further, the Leased Property is used by the City for the performance of its governmental functions. Due to the governmental use of the Leased Property and the delays inherent in obtaining possession of the Leased Property and other judicial remedies, no assurance can be given that (1) a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner, or (2) any money realized by the Trustee upon an exercise of any remedies would be sufficient to pay in full the principal and Interest Portions of Basic Rent with respect to the Certificates. The legal opinions to be delivered with the delivery of the Series 2021A Certificates will be qualified as they relate to the enforceability of the various legal instruments by reference to the limitations on enforceability of those instruments under (1) applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights, (2) general principles of equity, and (3) the exercise of judicial discretion in appropriate cases. If such money is insufficient to pay all outstanding Certificates in full, the Certificates would be paid in part on a *pro rata* basis. Any delays in the ability of the Trustee to obtain possession of the Leased Property will, of necessity, result in delays in any payment of principal and Interest Portions of Basic Rent with respect to the Certificates.

Damage or Destruction of the Leased Property

The Lease requires the Leased Property to be insured as described in **"FORMS OF THE DOCUMENTS"** in ***Appendix C*** hereto. If the Leased Property is damaged or destroyed, the City is nevertheless required to continue to make payments under the Lease, subject to the exercise of its option to extend the term of the Lease for each next succeeding Renewal Term and to the application of Net Proceeds from insurance and certain other sources to repair, restore, modify, improve or replace the affected portion of the Leased Property. If the Net Proceeds from insurance and such other sources are sufficient to repair, restore, modify, improve or replace the affected portion of the Leased Property, such proceeds are to be so applied. If the Net Proceeds are insufficient for such purpose, (1) the City is obligated to commence and thereafter complete the work and pay any cost in excess of such net proceeds, but only from Supplemental Rent appropriated by the City, in order for the affected portion of the Leased Property to be repaired, restored and replaced, (2) if the failure to repair or restore does not materially detract from the value of the Leased Property, such net proceeds may be deposited into the Certificate Payment Fund or (3) the City may apply net proceeds to the payment of all or a portion of the Option Price applicable on the next available Optional Payment Date.

There can be no assurance either as to the adequacy of or timely payment under property damage insurance in effect at that time or that the City will elect to extend the term of the Lease for the next Renewal Term succeeding such damage or destruction. See **"FORMS OF THE DOCUMENTS"** in ***Appendix C*** hereto.

Construction Risks

Weather, labor disputes, availability of materials and supplies, casualty damages, unanticipated subsoil conditions, unanticipated construction difficulties and other "force majeure" occurrences or events or financial failure or failure to perform by a contractor, subcontractor or supplier may affect the timely construction of certain portions of the Project. No assurance can be given that the Project will be completed on schedule, within budget or without material errors and defects. Any such failure could affect the City's decision to continue appropriations and the Trustee's ability to sell or assign its interest in the Leased Property.

Effect on Tax-Exemption of Termination of the Lease

Special Tax Counsel is not rendering an opinion with respect to the tax-exempt status of the Interest Portion of the Basic Rent distributable to owners of the Series 2021A Certificates subsequent to the termination of the Lease for any reason (including an Event of Default or an Event of Nonappropriation under the Lease). If the Lease is terminated while Series 2021A Certificates are outstanding, there is no assurance that payments made to Series 2021A Certificate owners after such termination with respect to interest will be excluded from gross income of the owners thereof for federal or Missouri income tax purposes.

Amendment of the Declaration and Lease

Certain amendments to the Declaration and the Lease may be made with consent of the owners of not less than a majority in principal amount of the Certificates (including any Additional Certificates which may be hereafter delivered) then outstanding affected by such supplemental Declarations or supplemental leases. Such amendments may adversely affect the security of the owners of the Certificates.

Potential Risks Relating to COVID-19

In December 2019, a novel strain of coronavirus (which leads to the disease known as "**COVID-19**"), was discovered in Wuhan, China. Since that date, the virus has spread throughout the world and has been characterized by the World Health Organization as a pandemic. The impact of the COVID-19 pandemic on the U.S. economy is expected to be broad based and to negatively impact national, state and local economies.

In response to such expectations, the President of the United States on March 13, 2021, declared a "national emergency," which, among other effects, allows the executive branch to disburse disaster relief funds to address the COVID-19 pandemic and related economic dislocation. On March 13, 2021, the Governor of the State signed an Executive Order declaring a state of emergency in the State in response to COVID-19. On April 24, 2021, the Governor signed another Executive Order extending the state of emergency in the State through June 15, 2021. On June 11, 2021, the Governor signed another Executive Order extending the state of emergency in the State through December 30, 2021. The stated purpose of the Executive Orders is to allow more flexibility in utilizing resources and deploying them around the State where they are most appropriate, including allowing the Governor to waive certain State laws and regulations where necessary.

On April 3, 2021, the Governor issued a "stay at home order," which began on April 6, 2021, and ended on May 4, 2021, requiring all Missourians to avoid leaving their residences unless necessary and to practice social distancing when travel outside their residences was necessary. On April 27, 2021, the Missouri Department of Health and Senior Services ("**DHS**") issued the "Show Me Strong Recovery Order," which went into effect on May 4, 2021 and ended on May 31, 2021. On May 28, 2021, DHS issued the "Economic Reopening Order," which went into effect on June 1, 2021 and ended on June 15, 2021. Both DHS orders provide guidelines for individuals and businesses in the State to gradually reopen economic and social activity. The DHS orders expired on June 16, 2021, and the State is not currently under a statewide public health order. Despite the expiration of statewide orders, the State remains under a "State of Emergency" through December 30, 2021 per Executive Order 20-12 and cities and counties have the ability, and continue, to impose local public health orders restricting economic activities within the State.

According to Platte County, Missouri (where the City is located) as of May 4, 2021 43.43% of eligible Platte County residents within the County Health Departments' jurisdiction had received at least one dose of COVID-19 vaccine and 35.06% were fully vaccinated. Neither the City or County has any current mask mandates or similar public health orders.

Other Factors

The City intends to satisfy its obligation to pay Basic Rent under the Lease out of various revenues of the City. Purchasers of the Certificates should be aware, however, that such revenues are not pledged to the payment of the Certificates. Additionally, one or more of the following factors or events could adversely affect the City's operations and financial performance to an extent that cannot be determined at this time:

1. *Changes in Management*. Changes in key management personnel could affect the capability of the management of the City.

2. *Future Economic Conditions*. Adverse economic conditions or changes in demographics in the City, including increased unemployment and inability to control expenses in periods of inflation, could adversely impact the City's financial condition.

3. *Insurance Claims*. Increases in the cost of general liability insurance coverage and the amounts paid in settlement of liability claims not covered by insurance could adversely impact the City's financial performance.

4. *Environmental Hazards*. The City has covenanted in the Lease to comply with all applicable environmental laws. The City is not aware of any environmental condition at the Leased Property that requires

any present remedial action. The discovery of such a condition may adversely affect the City's willingness to renew the Lease after the expiration of the Initial Term or any Renewal Term.

5. *Natural Disasters*. The occurrence of natural disasters, such as floods, droughts or earthquakes, could damage the facilities of the City, interrupt services or otherwise impair operations of the City.

PLAN OF FINANCING

The Project

The Project involves multimodal improvements to the Missouri Route 9 corridor in the City.

Sources and Uses of Funds*

The following table itemizes the estimated sources of funds, including the proceeds from the sale of the Series 2021A Certificates (excluding accrued interest) and how such funds are expected to be used:

Sources of Funds:	
Par Amount of the Series 2021A Certificates	$
Net Original Issue Premium	
Total	$
Uses of Funds:	
Deposit to Project Fund	$
Deposit to prepay Prepaid Lease	
Costs of Issuance[(1)]	
Total	$

*Preliminary, subject tot change

[(1)]Includes underwriters' discount.

Other funds of the City will also be utilized to prepay the Prepaid Lease and to complete the Project.

FINANCIAL STATEMENTS

The City maintains its financial records on the basis of a fiscal year ending December 31. Set forth in ***Appendix B*** are the City's audited financial statements for the fiscal years ended December 31, 2019.

APPROVAL OF LEGALITY

Legal matters incident to the authorization, issuance and sale of the Certificates are subject to the approving legal opinion of Armstrong Teasdale LLP, Kansas City, Missouri, Special Tax Counsel. A copy of the proposed form of the approving opinion of Special Tax Counsel is attached hereto as ***Appendix E***.

TAX MATTERS

The following is a summary of the material federal and State of Missouri income tax consequences of holding the Series 2021A Certificates. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not (1) discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances; (2) describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws; (3) except for the income tax laws of the State of Missouri, discuss the consequences to an owner under any state, local or foreign tax laws; or (4) deal with the tax treatment of persons who purchase the Series 2021A Certificates in the secondary market.

Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2021A Certificates.

Federal Income Tax Consequences of Owning Series 2021A Certificates

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2021A Certificates in order for the Interest Portion of Basic Rent paid by the County under the Lease and distributed to the owners of the Series 2021A Certificates (the "Interest Portion") to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements would cause the Interest Portion to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2021A Certificates. The City has covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of interest of the Interest Portions from gross income for federal income tax purposes pursuant to Section 103 of the Code. Special Counsel assumes compliance with these requirements. In addition, the County has made certain representations and certifications in regards to the Series 2021A Certificates and the Lease. Special Counsel will not independently verify the accuracy of those representations and certifications.

In the opinion of Special Counsel, under existing law and assuming compliance with the aforementioned covenants, and the accuracy of the aforementioned representations and certifications of the County, the Interest Portion (including any original issue discount properly allocable to an owner of the Series 2021A Certificates) is excludable from gross income for federal income tax purposes under Section 103 of the Code and is not an item of tax preference for purposes of the federal alternative minimum tax. The Series 2021A Certificates have been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. Special Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2021A Certificates.

State Taxes

Special Counsel is also of the opinion that, under existing law and assuming that the Interest Portion is excluded from gross income for federal income tax purposes, the Interest Portion (including any original issue discount properly allocable to an owner of the Series 2021A Certificates) is excluded from Missouri taxable income for purposes of the personal income tax and corporate income tax imposed by the State of Missouri under Chapter 142 of the Revised Statutes of Missouri. Special Counsel expresses no opinion as to whether the Interest Portion is exempt from the taxes imposed by the State of Missouri on financial institutions under Chapter 148 of the Revised Statutes of Missouri.

Original Issue Discount

Special Counsel is also of the opinion that, subject to the conditions set forth above, the original issue discount (as described below) is the selling price of any Series 2021A Certificate sold in the initial offering to the public at a price less than the par amount thereof (hereinafter referred to as the "OID Certificates"), to the extent properly allocable to each owner of such Series 2021A Certificate, is excluded from gross income for federal income tax purposes with respect to such owner. Original issue discount is the excess of the stated redemption price at maturity of an OID Certificate over its issue price. Under Section 1288 of the Code, the issue price of an OID Certificate is generally the first price at which a substantial amount of the Series 2021A Certificates of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt obligations accrues on a compound basis. For an owner who acquires an OID Certificate in this offering, the amount of original issue discount that accrues during any accrual period generally equals (1) the issue price of that OID Certificate, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that OID Certificate (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (3) any interest payable on that OID Certificate during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that sale or exchange of such OID Certificate. Any gain realized by an owner from a sale, exchange, payment or redemption of an OID Certificate would be treated as gain from the sale or exchange of such OID Certificate. Owners of OID Certificates should consult with their individual tax advisors to determine whether the application of the original issue discount rules and regulations for federal tax purposes require inclusion for state and local income tax purposes of an amount of interest on the OID Certificates as income, even though no corresponding cash interest payment is actually received during the tax year.

Original Issue Premium

The Series 2021A Certificates to be sold in the initial offering at a price greater than the principal amount thereof (hereinafter referred to as the "OIP Certificates") are offered at a price in excess of the principal amount thereof resulting in a yield less than the interest rate for each such maturity as shown on the cover page hereof. Under the Code, the difference between the principal amount of an OIP Certificate and the cost basis of such OIP Certificate to an owner thereof is "bond premium." Under the Code, bond premium is amortized over the term of an OIP Certificate for federal income tax purposes. An owner of an OIP Certificate is required to decrease its basis in such OIP Certificate by the amount of the amortizable bond premium attributable to each taxable year (or portion thereof) it owns the OIP Certificate. The amount of the amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate determined with respect to the yield on an OIP Certificate compounded on each interest payment date. The amortizable bond premium attributable to a tax year is not deductible for federal income tax purposes. Owners of OIP Certificates (including purchasers of OIP Certificates in the secondary market) should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption, or other disposition of such OIP Certificates and with respect to the state and local consequences of owning and disposing of such OIP Certificates.

Other Federal Tax Matters

Ownership of the Series 2021A Certificates may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit and taxpayers (including banks, thrift institutions, and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2021A Certificates.

Interest paid on tax-exempt obligations such as the Lease (the proportionate ownership of which is represented by the Series 2021A Certificates) is subject to information reporting to the Internal Revenue Service (the "IRS") in a manner similar to interest paid on taxable obligations. In addition, the Interest Portion paid with respect to the Series 2021A Certificates may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Special Counsel is not rendering any opinion as to any federal tax matters other than those described under the caption "Tax Matters." Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2021A Certificates, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

THE FOREGOING DISCUSSION IN **"TAX MATTERS"** WAS NOT INTENDED OR WRITTEN BY SPECIAL COUNSEL TO BE USED, AND IT CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON AN OWNER OF THE SERIES 2021A CERTIFICATES. THE FOREGOING DISCUSSION IN "TAX MATTERS" WAS WRITTEN TO SUPPORT THE PROMOTION OR MARKETING OF THE SERIES 2021A CERTIFICATES. EACH PROSPECTIVE PURCHASER OF THE SERIES 2021A CERTIFICATES SHOULD SEEK ADVICE BASED ON THE PROSPECTIVE PURCHASER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

RATING

Application for a rating on the Series 2021A Certificates has been made to S&P Global Ratings ("S&P"), 55 Water Street, New York, New York. If ratings are assigned, they will reflect only the opinion of S&P. Any explanation of the significance of the ratings may be obtained only from S&P.

There is no assurance that a rating, if assigned, will continue for any given period of time, or that such rating will not be revised, suspended or withdrawn, if, in the judgment of S&P, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Obligations.

ABSENCE OF LITIGATION

There is not now pending or, to the City's knowledge, threatened, any litigation seeking to restrain or enjoin or in any way limit the approval or the delivery of this Official Statement or the Series 2021A Certificates or the proceedings or authority under which they are to be delivered. There is no litigation pending or, to the City's knowledge, threatened which in any manner challenges or threatens the City's powers to enter into or carry out the transactions contemplated by the Declaration, the Lease and this Official Statement, or which would materially and adversely affect the financial condition of the City.

UNDERWRITING

Based upon bids received by the City on October 22, 2021, the Series 2021A Certificates are being awarded to ____________________, ________, _______ (the **"Underwriter"**). The Series 2021A Certificates are being purchased for reoffering by the Underwriter. The Underwriter has agreed to purchase the Series 2021A Certificates at an aggregate purchase price of $__________________ (the principal amount of the Series 2021A Certificates less an underwriter's discount of $___________ and plus net original issue premium of $_______________), plus accrued interest, if any. The Underwriter is purchasing the Series 2021A Certificates for resale in the normal course of the Underwriter's business activities. The Underwriter reserves the right to offer any of the Series 2021A Certificates to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter shall determine. The Underwriter is purchasing the Series 2021A Certificates from the City for resale in the normal course of the Underwriter's business activities. The Underwriter may sell certain of the Series 2021A Certificates at a price greater than such purchase price, as shown on the inside cover page hereof. The Underwriter reserves the right to offer any of the Series 2021A Certificates to one or more purchasers on such terms and conditions and at such price or prices as the Underwriter, in its discretion, shall determine. The Underwriter reserves the right to join with dealers and other purchasers in offering the Series 2021A Certificates to the public. The Underwriter may offer and sell Series 2021A Certificates to certain dealers (including dealers depositing Series 2021A Certificates into investment trusts) at prices lower than the public offering prices.

MUNICIPAL ADVISOR

The City has retained Baker Tilly Municipal Advisors, LLC as municipal advisor in connection with certain aspects of the issuance of Series 2021A Certificates (the "Municipal Advisor" or "BTMA"). BTMA is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP ("BTUS"), an accounting firm and has been retained by the City to provide certain Municipal Advisory services including, among other things, review of the deemed "nearly final" Preliminary Official Statement and the Final Official Statement (the "Official Statements"). The information contained in the Official Statements has been compiled from records and other materials provided by City officials and other sources deemed to be reliable. The Municipal Advisor has not and will not independently verify the completeness and accuracy of the information contained in the Official Statements. The Municipal Advisor's duties, responsibilities and fees arise solely as Municipal Advisor to the City and they have no secondary obligations or other responsibility.

Municipal Advisor Registration:

BTMA is a Municipal Advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. As such, BTMA is providing certain specific municipal advisory services to the City, but is neither a placement agent to the City nor a broker/dealer and cannot participate in the underwriting of the Series 2021A Certificates.

The offer and sale of the Series 2021A Certificates shall be made by the City, in the sole discretion of the City, and under its control and supervision. The City has agreed that BTMA does not undertake to sell or attempt to sell the Series 2021A Certificates, and will take no part in the sale thereof.

Other Financial Industry Activities and Affiliations:

BTUS is an advisory, tax and assurance firm headquartered in Chicago, Illinois. BTUS and its affiliated entities, have operations in North America, South America, Europe, Asia and Australia. BTUS is an independent member of Baker Tilly International, a worldwide network of independent accounting and business advisory firms in 47 territories, with 33,600 professionals.

Baker Tilly Investment Services, LLC ("BTIS") is registered as an investment adviser with the Securities and Exchange Commission ("SEC") under the Federal Investment Advisers Act of 1940. BTIS provides discretionary and non-discretionary investment management services to government and municipal entities. BTIS may provide advisory services to the clients of BTMA.

Baker Tilly Capital, LLC ("BTC"), a wholly owned subsidiary of BTUS, is a limited purpose broker/dealer registered with the SEC and member of the Financial Industry Regulatory Authority ("FINRA"). BTC provides merger & acquisition, capital sourcing and corporate finance advisory services. BTC may provide transaction advisory services to clients of BTMA.

Baker Tilly Financial, LLC ("BTF"), a wholly owned subsidiary of BTUS, is an investment adviser registered with the SEC. BTF provides both discretionary and non-discretionary portfolio management, consulting and retirement plan management services to individuals and retirement plans. BTF may provide advisory services to the clients of BTMA.

BTMA has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

CONTINUING DISCLOSURE

The City and BOKF, N.A., as dissemination agent, are entering into a Continuing Disclosure Undertaking for the benefit of the owners and Beneficial Owners of the Series 2021A Certificates in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The City is the only "obligated person" with responsibility for continuing disclosure.

Pursuant to the Continuing Disclosure Undertaking, the City will, or will cause the Dissemination Agent to, not later than **210** days after the end of the City's fiscal year, file with the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system the following financial information and operating data (the "Annual Report"):

(1) The audited financial statements of the City for the prior fiscal year. If audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in this Official Statement, and the audited financial statements will be filed in the same manner as the Annual Report promptly after they become available.

(2) Updates as of the end of the fiscal year of the financial information and operating data contained in the following sections of **Appendix A** of this Official Statement:

PROPERTY TAX AND SALES TAX INFORMATION
Current Assessed Valuations
History of Property Valuation
Tax Rates

DEBT STRUCTURE OF THE CITY (All sections)

FINANCIAL INFORMATION CONCERNING THE CITY
Sources of Revenue

Pursuant to the Continuing Disclosure Undertaking, the City also will give, or cause the Dissemination Agent to give, notice of the occurrence of certain events with respect to the Series 2021A Certificates, if material ("Material Events").

The form of Continuing Disclosure Undertaking is set forth in *Appendix C* hereto.

MISCELLANEOUS

References herein to the Declaration, the Lease and certain other matters are brief discussions of certain provisions thereof. Such discussions do not purport to be complete, and reference is made to such documents for full and complete statements of such provisions.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The form of this Official Statement and its distribution and use by the Underwriter has been approved by the City; however, the City has made no warranty or representations regarding either the accuracy or sufficiency of any material contained herein. Neither the City nor any of its officers, directors or employees, in either their official or personal capacities, has made any warranties, representations or guarantees regarding the City's financial condition or its ability to make payments required under the Lease and the Declaration.

CITY OF PARKVILLE, MISSOURI

By:__________________________________
Nan Johnston, Mayor

APPENDIX A

CITY OF PARKVILLE, MISSOURI

APPENDIX B

INDEPENDENT AUDITOR'S REPORT

AND

THE CITY'S AUDITED FINANCIAL STATEMENTS

<u>APPENDIX C</u>

FORMS OF THE DOCUMENTS

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

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FORM OF APPROVING OPINION OF SPECIAL TAX COUNSEL

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

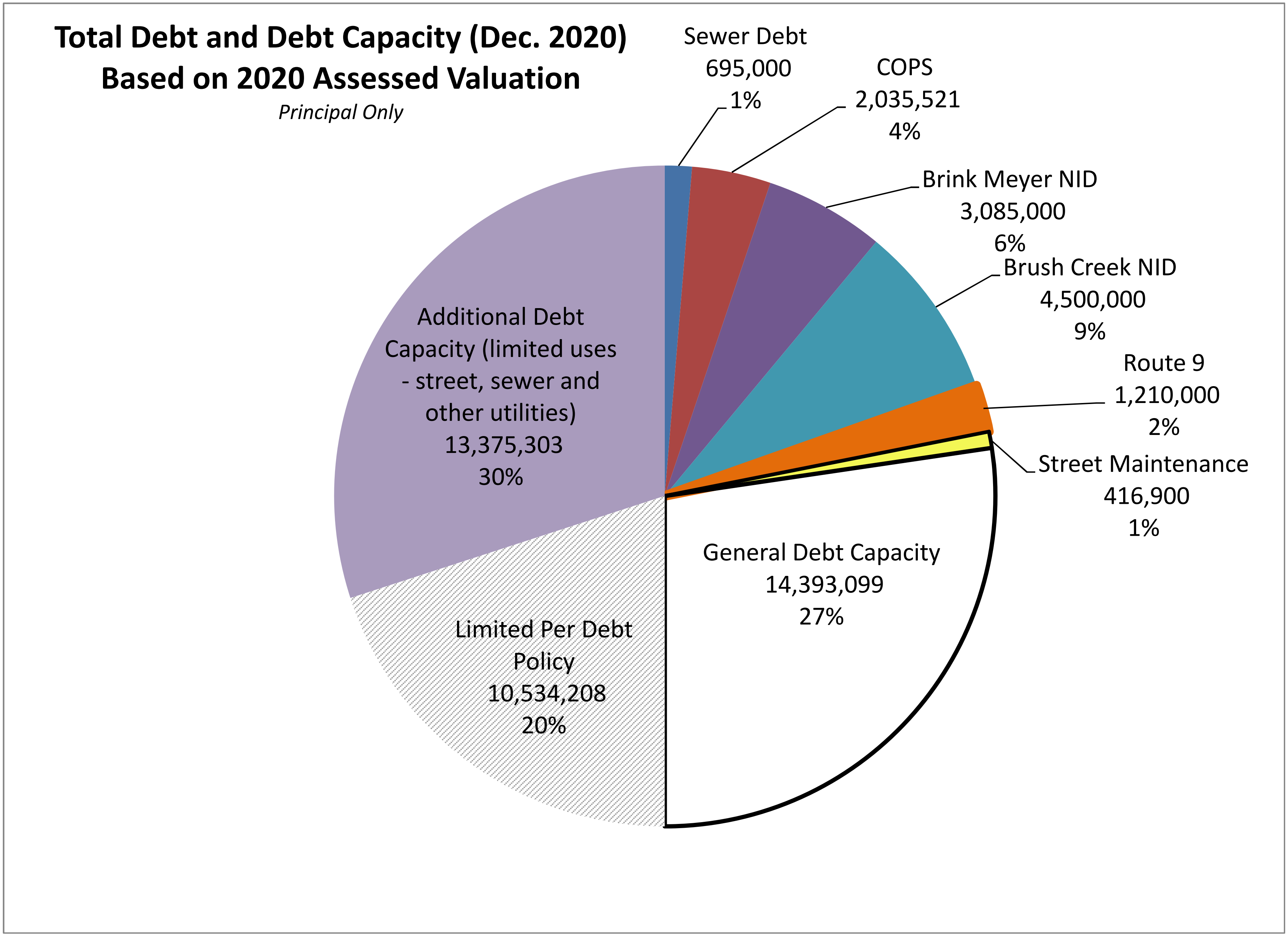
a. The City will establish procedures for ensuring the City is compliant with tax-exempt financing rules and regulations.

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%

DECLARATION OF TRUST

between

BOKF, N.A.

AND

CITY OF PARKVILLE, MISSOURI

Dated as of July 1, 2021

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

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DECLARATION OF TRUST

(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 July 1, 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 July 1, 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 July 1, 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 July 1, 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 March 1 and September 1, commencing on March 1, 2022.

(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 March 1, 2031, 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 **<u>Prepayment Date</u>**	**Principal** **<u>Amount</u>**
________________]	
*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, together with certain other funds of he City, 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 $_________ (consisting of $_________ from the proceeds of the Series 2021A Certificates and $________ from other funds of the City) 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 ____
Name: Nan Johnston
Title: Mayor

(SEAL)

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 July 1, 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 July 1, 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 March 1 and September 1, commencing on March 1, 2022, 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 March 1, 2031, 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 July 1, 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
	$	%

LEASE PURCHASE AGREEMENT

between

BOKF, N.A.

and

THE CITY OF PARKVILLE, MISSOURI

Dated as of July 1, 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 July 1, 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 March 1, and September 1 during the Lease Term, commencing on September 1, 2022.

"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 July 1, 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 July 1, 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 March 1, 2037.

"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 fourth-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 March 1, 2037. 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 March 1, 2031, 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 ____

(SEAL)

Name: Nan Johnston
Title: Mayor

ATTEST:

____
Name: Melissa McChesney
Title: City Clerk

SCHEDULE 1

TO LEASE PURCHASE AGREEMENT

DESCRIPTION OF LEASED PROPERTY

The Leased Property consists of the following:

Gravel and asphalt financed with the proceeds of the Prepaid Lease and incorporated into City street improvement.

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*

TAX COMPLIANCE AGREEMENT

Dated as of July 1, 2021

Between the

CITY OF PARKVILLE, MISSOURI

And

BOKF, N.A.,
as Trustee

$[principal amount]
Certificates of Participation
Series 2021A

TAX COMPLIANCE AGREEMENT

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* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the "Tax Agreement"), dated as of July 1, 2021, between the **CITY OF PARKVILLE, MISSOURI,** a political subdivision organized and existing under the laws of the State of Missouri (the "City"), and **BOKF, N.A.,** a national banking association, as Trustee (the "Trustee").

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the execution and delivery by the City of $[principal amount] principal amount of Certificates of Participation, Series 2021A (the "Certificates"), evidencing a proportionate interest of the Owners thereof in Base Rentals to be made by the City pursuant to an annually-renewable Lease Purchase Agreement dated as of July 1, 2021 (the "Lease"), which Certificates are delivered under a Declaration of Trust dated as of July 1, 2021 (the "Declaration") between the Trustee and the City, for the purposes described in this Tax Agreement, the Declaration and the Lease.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Certificate proceeds and of certain other money relating to the Certificates and set forth the conditions under which the Interest Component of the Base Rentals paid by the City and distributed to the registered owners of the Certificates will be excluded from gross income for federal income tax purposes.

3. The City and the Trustee are entering into this Tax Agreement in order to set forth certain facts, covenants, and expectations relating to the use of Certificate proceeds and the property financed or refinanced with those proceeds and the investment of the Certificate proceeds and of certain other related money, in order to establish and maintain the exclusion of the Interest Component of Base Rentals represented by the Certificates from gross income for federal income tax purposes.

4. The City adopted a Tax and Disclosure Compliance Procedure (the "Tax Compliance Procedure"), a copy of which is attached hereto as **Exhibit F**, for the purpose of setting out general procedures for the City to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Agreement is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Certificates.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Tax Agreement, the City and the Trustee covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Agreement or unless the context otherwise requires, capitalized words and terms used in this Tax Agreement have the same meanings as set forth in the Declaration and the Lease, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. In addition, the following words and terms used in this Tax Agreement have the following meanings:

"Adjusted Gross Proceeds" means the Gross Proceeds of the Certificates reduced by amounts (a) in a Bona Fide Debt Service Fund or a reasonably required reserve or replacement fund, (b) that as of the Issue Date are not expected to be Gross Proceeds, but which arise after the end of the applicable spending period and (c) representing grant repayments or sale or Investment proceeds of any purpose Investment.

"Annual Compliance Checklist" means a checklist for the Certificates to measure compliance with the requirements of this Tax Agreement and the Tax Compliance Procedure after the Issue Date, as further described in **Section 4.2** hereof and substantially in the form attached hereto as **Exhibit D.**

"Available Construction Proceeds" means the sale proceeds of the Certificates, increased by (a) Investment earnings on the sale proceeds, (b) earnings on amounts in a reasonably required reserve or replacement fund allocable to the Certificates but not funded from the Certificates and (c) earnings on such earnings, reduced by sale proceeds (1) in any reasonably required reserve fund or (2) used to pay issuance costs of the Certificates. But Available Construction Proceeds do not include Investment earnings on amounts in a reasonably required reserve or replacement fund after the earlier of (A) the second anniversary of the Issue Date or (B) the date the Financed Facilities are substantially completed.

"Base Rentals" means the amount or amounts payable by the City as required by the Lease and is comprised of a Principal Component and an Interest Component as set forth in the Lease.

"Bona Fide Debt Service Fund" means a fund, which may include Certificate proceeds, that (a) is used primarily to achieve a proper matching of revenues with Base Rentals within each Certificate Year and (b) is depleted at least once each Certificate Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Certificate Year or (2) one-twelfth of the Base Rentals for the immediately preceding Certificate Year.

"Bond Compliance Officer" means the City's Finance Director or other person named in the Tax Compliance Procedure.

"Certificate" or **"Certificates"** means any Certificate or Certificates described in the recitals, authenticated and delivered under the Declaration.

"Certificate Year" means each one-year period (or shorter period for the first Certificate Year) ending March 1, or another one-year period selected by the City.

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

"Computation Date" means each date on which arbitrage rebate for the Certificates is computed. The City may treat any date as a Computation Date, subject to the following limits:

(a) the first rebate installment payment must be made for a Computation Date not later than 5 years after the Issue Date;

(b) each subsequent rebate installment payment must be made for a Computation Date not later than five years after the previous Computation Date for which an installment payment was made; and

(c) the date the last Certificate is discharged is the final Computation Date.

The City selects November 1, 2025 as the first Computation Date but reserves the right to select a different date consistent with the Regulations.

"City" means the City of Parkville, Missouri and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the City.

"Declaration" means the Declaration of Trust dated as of July 1, 2021, by and between the Trustee and the City, as amended and supplemented in accordance with the provisions thereof.

"Final Written Allocation" means the final written allocation of expenditures of Certificate proceeds prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)** hereof, a form of which is set forth on **Exhibit E** hereto.

"Financed Facilities" means the portion of the Project being financed or refinanced with the Certificate proceeds as described on **Exhibit C** hereto.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the City from the sale of the Certificates, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds), (c) any amounts held in a sinking fund for the Certificates, (d) any amounts held in a pledged fund or reserve fund for the Certificates, (e) any other replacement proceeds and (f) any transferred proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds:

(1) Project Fund.
(2) Lease Revenue Fund.

"Guaranteed Investment Contract" means any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

"Interest Component" means the portion of each payment of Base Rentals that represents the payment of interest as set forth in the Lease.

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the United States Internal Revenue Service.

"Issue Date" means July ___, 2021.

"Lease" means the Lease Purchase Agreement dated as of July 1, 2021, between the Trustee, as lessor, and the City, as lessee, as amended and supplemented in accordance with the provisions thereof.

"Management Agreement" means a legal agreement defined in Regulations § 1.141-3(b) as a management, service, or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facilities, such as a contract to manage the entire Financed Facilities or a portion of the Financed Facilities. Contracts for services that are solely incidental to the primary governmental function of the Financed Facilities (for example, contracts for janitorial, office equipment repair, billing, or similar services) are not treated as Management Agreements.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facilities, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service, and ending on the earlier of (1) the final maturity date of the Certificates or (2) the expected economic useful life of the property.

"Minor Portion" means the lesser of $100,000 or 5% of the sale proceeds of the Certificates.

"Net Proceeds" means the sale proceeds of the Certificates (excluding pre-issuance accrued interest), less any proceeds deposited in a reasonably required reserve or replacement fund, plus all Investment earnings on such sale proceeds.

"Non-Qualified Use" means use of Certificate proceeds or the Financed Facilities in a trade or business carried on by any Non-Qualified User. The rules set out in Regulations § 1.141-3 determine whether Certificate proceeds or the Financed Facilities are "used" in a trade or business. Generally, ownership, a lease, or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facilities, will constitute use under Regulations § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Opinion of Special Tax Counsel" means the written opinion of Special Tax Counsel to the effect that the action or proposed action or the failure to act or proposed failure to act for which the opinion is required will not adversely affect the exclusion of the Interest Component of Base Rentals from gross income for federal income tax purposes.

"Post-Issuance Tax Requirements" means those requirements related to the use of Certificate proceeds, the use of the Financed Facilities and the investment of Gross Proceeds after the Issue Date.

"Prepaid Lease" means the 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.

"Principal Portion" means the portion of each payment of Base Rentals that represents the payment of principal as set forth in the Lease.

"Project" means all of the property being acquired, constructed, furnished and equipped by the City using Certificate proceeds, as described on **Exhibit C** hereto.

"Qualified Use Agreement" means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facilities on a short-term basis in the ordinary course of the City's governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facilities for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facilities under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facilities under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facilities for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use under the arrangement is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed and (3) the Financed Facilities were not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facilities under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facilities for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facilities were not constructed for a principal purpose of providing the property for use by that person.

"Qualified User" means a State, territory, possession of the United States, the City of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

"Reasonable Retainage" means Gross Proceeds retained by the City for reasonable business purposes, such as to ensure or promote compliance with a construction contract; provided that such amount may not exceed (a) for purposes of the 18-month spending test, 5% of net sale proceeds of the Certificates on the date 18 months after the Issue Date or (b) for purposes of the 2-year spending test, 5% of the Available Construction Proceeds as of the end of the 2-year spending period.

"Rebate Analyst" means Development Dynamics (D2), or a successor Rebate Analyst selected by the City pursuant to this Tax Agreement, to compute arbitrage rebate.

"Regulations" means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Certificates.

"Special Tax Counsel" means Armstrong Teasdale LLP, or other firm of nationally recognized bond counsel acceptable to the City.

"Tax Agreement" means this Tax Compliance Agreement as it may from time to time be amended and supplemented in accordance with its terms.

"Tax Compliance Procedure" means the City's Tax and Disclosure Compliance Procedure dated, a copy of which is attached hereto as **Exhibit F**.

"Tax-Exempt Bond File" means documents and records for the Certificates maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"Transcript" means the Transcript of Proceedings relating to the authorization and delivery of the Certificates.

"Trustee" means BOKF, N.A., and its successor or successors and any other corporation or association which at any time may be substituted in its place at the time serving as Trustee under the Declaration.

"Underwriter" means ____________________, the original purchaser of the Certificates.

"Yield" means yield on the Lease, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL COVENANTS

Section 2.1. Covenants of the City. The City covenants as follows:

(a) *Organization and Authority*. The City (1) is a political subdivision organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to enter into, execute the Lease, deliver the Certificates and execute this Tax Agreement and to carry out its obligations under the Lease, the Certificates and this Tax Agreement and (3) by all necessary action has been duly authorized to execute the Lease, deliver the Certificates and execute this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Certificates – General Covenants*. In order to maintain the exclusion of the Interest Component of the Base Rentals represented by the Certificates from gross income for federal income tax purposes, the City (1) will take whatever action, and refrain from whatever action, necessary to comply with the applicable requirements of the Code, (2) will not use or invest, or permit the use or Investment of, any Certificate proceeds, other money held under the Declaration, or other funds of the City, in a manner that would violate applicable provisions of the Code, and (3) will not use, or permit the use of, any portion of the Financed Facilities in a manner that would cause the Lease to become a "private activity bond" as defined in Code § 141.

(c) *Governmental Obligations – Use of Proceeds*. Throughout the Measurement Period, (1) all of the Financed Facilities are expected to be owned by the City or another Qualified User, (2) no portion of the Financed Facilities is expected to be used in a Non-Qualified Use and (3) the City will not permit any Non-Qualified Use of the Financed Facilities without first obtaining an Opinion of Special Tax Counsel.

(d) *Governmental Obligations – Private Security or Payment*. As of the Issue Date, the City expects that none of the Base Rentals represented by the Certificates will be, directly or indirectly:

(1) secured by (A) any interest in property used or to be used for a private business use or (B) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the City) in respect of property, or borrowed money, used or to be used for a private business use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The City will not permit any private security or payment with respect to the Certificates without first obtaining and delivering to the Trustee an Opinion of Special Tax Counsel.

(e) *No Private Loan*. Not more than 5% of the Net Proceeds of the Certificates will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management Agreements*. As of the Issue Date, the City has no Management Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into any Management Agreement with any Non-Qualified User without first obtaining and delivering to the Trustee an Opinion of Special Tax Counsel.

(g) *Leases*. Except for the Lease, neither of which gives rise to Non-Qualified Use, as of the Issue Date, the City has not entered into any leases of any portion of the Financed Facilities other than Qualified Use Agreements during the Measurement Period. During the Measurement Period, the City will not enter into or renew any lease or similar agreement or arrangement other than a Qualified Use Agreement without first obtaining an Opinion of Special Tax Counsel.

(h) *Limit on Maturity of Certificates*. A list of the assets included in the Financed Facilities and a computation of the "average reasonably expected economic life" is attached to this Tax Agreement as **Exhibit C** hereto. Based on this computation, the "average maturity" of the Certificates, as computed by Special Tax Counsel, does not exceed 120% of the "average reasonably expected economic life" of the Financed Facilities.

(i) *Reimbursement of Expenditures; Official Intent*. No portion of the Net Proceeds of the Lease will be used to reimburse an expenditure paid by the City more than 60 days prior to the date the original (June ___, 2021) resolution was adopted. No reimbursement allocation will be made for an expenditure made more than 3 years before the date of the reimbursement allocation.

(j) *Registered Certificates*. The Declaration requires that all of the Certificates be delivered and held in registered form within the meaning of Code § 149(a).

(k) *Certificates Not Federally Guaranteed*. The City will not take any action or permit any action to be taken which would cause its Base Rentals under the Lease, or any Certificate to be "federally guaranteed" within the meaning of Code § 149(b).

(l) *IRS Form 8038-G*. Special Tax Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the covenants of the City contained in this Tax Agreement or otherwise provided by the City. Special Tax Counsel will sign the return as a paid preparer following completion and will then deliver copies to the City for execution and for the City's records. The City agrees to timely execute and return to Special Tax Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" Form 8038-G, along with proof of filing, is attached hereto as **Exhibit B**.

(m) *Hedge Bonds*. At least 85% of the net sale proceeds (the sale proceeds of the Certificates less any sale proceeds invested in a reserve fund) of the Certificates will be used to carry out the governmental purpose of the Certificates within three years after the Issue Date, and not more than 50% of the Certificate proceeds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(n) *Compliance with Future Tax Requirements*. The City understands that the Code and the Regulations may impose new or different restrictions and requirements on the City in the future. The City will comply with such future restrictions that are necessary to maintain the exclusion of the Interest Component of the Base Rentals from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues*. The Certificates constitute a single "issue" under Regulations § 1.150-1(c). No other debt obligations of the City are (1) being sold within 15 days of the sale of the Certificates, (2) being sold under the same plan of financing as the Certificates and (3) expected to be paid from substantially the same source of funds as the Certificates (disregarding guarantees from unrelated parties, such as bond insurance).

(p) *Interest Rate Swap*. As of the Issue Date, the City has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to the Certificates. The City will not enter into any such arrangement in the future without obtaining an Opinion of Special Tax Counsel.

(q) *Guaranteed Investment Contract*. As of the Issue Date, the City does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Certificates. The City will be responsible for complying **Section 4.4(d)** hereof if it decides to enter into a Guaranteed Investment Contract at a later date.

(r) *Bank Qualified Tax-Exempt Obligation*. The City designates the Lease and the Certificates as "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the City reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the City (and all subordinate entities of the City) during calendar year 2020, including the Lease and the Certificates, will not exceed $10,000,000; and

(2) the City (including all subordinate entities of the City) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during calendar year 2020, including the Lease and the Certificates, in an aggregate principal amount or aggregate issue price in excess of $10,000,000, without first obtaining an Opinion of Special Tax Counsel that the designation of the Lease and the Certificates as "qualified tax-exempt obligations" will not be adversely affected.

Section 2.2. Covenants of the Trustee. The Trustee covenants to the City as follows:

(a) The Trustee will comply with the provisions of this Tax Agreement that apply to it as Trustee and any written letter or Opinion of Special Tax Counsel, specifically referencing the Certificates and received by the Trustee, that sets forth any action necessary to comply with any statute, regulation or ruling that may apply to it as Trustee and relating to reporting requirements or other requirements necessary to maintain the exclusion of the Interest Component of the Base Rentals from gross income for federal income tax purposes; provided that any such reporting requirements or actions relate to records that the Trustee has or is required to have or responsibilities of the Trustee contained herein or in the Declaration.

(b) The Trustee, upon receipt of a written request from the City, may from time to time cause a firm of attorneys, consultants or independent accountants or an investment banking firm to provide the Trustee and the City with such information as it may request in order for the City to determine all matters relating to (1) the Yield on the Certificates as it relates to any data or conclusions necessary to verify that the Certificates are not "arbitrage bonds" within the meaning of Code § 148 and (2) compliance with arbitrage rebate requirements of Code § 148(f). The City will pay all reasonable costs and expenses incurred in connection with supplying the foregoing information.

(c) The Trustee, acting on behalf of the City, will retain records related to the investment and expenditure of Gross Proceeds held in funds and accounts maintained by the Trustee and any records provided to the Trustee by the City related to the Post-Issuance Tax Requirements in accordance with **Section 4.2(a)** of this Tax Agreement. The Trustee will retain these records until three years following the final maturity of (i) the Certificates or (ii) any obligation issued to refund the Certificates; provided, however, if the Trustee is not retained to serve as trustee for any obligation issued to refund the Certificates (a "Refunding Obligation"), then the Trustee may satisfy its record retention duties under this **Section 2.2(c)** by providing copies of all records in its possession related to the Certificates to the trustee for the Refunding Obligation or other party designated by the City.

Section 2.3. Survival of Covenants. All covenants and certifications of the City and the Trustee contained in this Tax Agreement or in any certificate or other instrument delivered by the City or the Trustee under this Tax Agreement, will survive the execution and delivery of such documents and the approval and delivery of the Certificates, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Certificates.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this Article is to certify, under Regulations § 1.148-2(b), the City's expectations as to the sources, uses and Investment of Certificate proceeds and other money, in order to support the City's conclusion that the Lease and the Certificates are not arbitrage bonds. The person executing this Tax Agreement on behalf of the City is an officer of the City responsible for delivering the Lease and authorizing the Trustee to deliver the Certificates.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the covenants and certifications of the parties contained therein. To the City's knowledge, the facts and estimates set forth in this Tax Agreement are accurate, and the expectations of the City set forth in this Tax Agreement are reasonable. The City has no knowledge that would cause it to believe that the certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purpose of Financing. The Certificates are being executed and delivered for the purpose of providing funds to pay the costs of (a) the Project, (b) pay a portion of the Prepaid Lease, and (c) executing the Lease and delivering the Certificates.

Section 3.4. Funds. The following funds have been established under the Declaration:

(1) Project Fund.
(2) Lease Revenue Fund.

Section 3.5. Amount and Use of Certificate Proceeds.

(a) *Amount of Certificate Proceeds.* The total Certificate proceeds to be received by the City from the sale of the Certificates will be as follows:

Principal Amount	$[principal amount].00
Net Original Issue Premium/(Discount)	
Less Underwriting Discount	()
Accrued Interest	0.00
Total Proceeds Received by City	$

(b) *Use of Certificate Proceeds.* The Certificate proceeds (net of underwriter's discount) are expected to be allocated to expenditures as follows:

(1) $________of Certificate proceeds will be used to pay the costs of executing and delivering the Certificates.

(2) $_________ of Certificate proceeds will be deposited in the Project Fund, of which $_________ will be used to pay future costs of the Financed Facilities.

(3) $__________ of Certificate proceeds will be used to prepay the Prepaid Lease, together with $__________ of other available City funds.

Section 3.6. Multipurpose Issue. Pursuant to Regulations § 1.148-9(h), the City is applying the arbitrage rules to separate financing purposes of the issue that have the same initial temporary period as if they constitute a single issue for purposes of applying the arbitrage rules.

Section 3.7. No Advance Refunding. No Certificate proceeds will be used more than 90 days following the Issue Date to pay principal of or interest on any other debt obligation.

Section 3.8. Current Refunding. A portion of the proceeds of the Certificates will be used to prepay the Prepaid Lease as described herein.

Section 3.9. Project Completion. The City has incurred, or will incur within six months after the Issue Date, a substantial binding obligation to a fourth party to spend at least 5% of the Net Proceeds of the Certificates on the Financed Facilities. The completion of the Financed Facilities and the allocation of the Net Proceeds of the Certificates to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Certificates will be allocated to expenditures on the Financed Facilities within three years after the Issue Date.

Section 3.10. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the Base Rentals. Such payments will be deposited into the Certificate Payment Fund. Except for the Certificate Payment Fund and the Prepayment Fund, no sinking fund or other similar fund that is expected to be used to pay Base Rentals has been established or is expected to be established. The

Certificate Payment Fund and the Prepayment Fund are used primarily to achieve a proper matching of revenues with Base Rentals within each Certificate Year, and the City expects that the Certificate Payment Fund and the Prepayment Fund, in the aggregate, will qualify as a Bona Fide Debt Service Fund.

Section 3.11. Reserve, Replacement and Pledged Funds.

(a) *Reserve Fund*. No reserve or replacement fund has been established for the Certificates.

(b) *No Other Replacement or Pledged Funds*. None of the Certificate proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facilities, and that instead have been or will be used to acquire higher yielding investments. Except for the Certificate Payment Fund and the Prepayment Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for Base Rentals if the City encounters financial difficulty.

Section 3.12. Purpose Investment Yield. The Certificate proceeds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

Section 3.13. Issue Price and Yield on Lease.

(a) *Issue Price*. Based on the Underwriter's certifications in the Underwriter's Receipt for Certificates and Closing Certificate, the City hereby elects to establish the issue prices of the Certificates maturing in the years 2022 through 2037 pursuant to Regulations § 1.148-1(f)(2)(i) (relating to the so-called "general rule"), and the issue price of the Certificate maturing in year 2040 pursuant to Regulations § 1.148-1(f)(2)(ii) (relating to the so-called "hold-the-offering-price rule"). Therefore, the aggregate issue price of the Certificates for such purpose is $__________.

(b) *Yield on the Lease*. Based on the issue price, the Yield on the Lease is __________%, as shown on **Exhibit A** attached hereto. The City has not entered into an interest rate swap agreement with respect to any portion of the Certificate proceeds.

Section 3.14. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Certificates are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the City to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance*. The sale proceeds of the Certificates, together with expected Investment earnings thereon and other money contributed by the City, if any, do not exceed the cost of the governmental purpose of the Certificates as described above.

Section 3.15. Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Agreement, the City does not expect that the Certificate proceeds will be used in a manner that would cause the Lease or any Certificate to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

ARTICLE IV

POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

Section 4.1. General.

(a) *Purpose of Article*. The purpose of this Article is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Certificates are delivered. The City recognizes that the Interest Component of the Base Rentals represented by the Certificates will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The City further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Certificates to be refinanced with tax-exempt obligations and substantiate the position that the Interest Component of the Base Rentals represented by the Certificates is excluded from gross income in the event of an audit of the Certificates by the IRS.

(b) *Written Policies and Procedures of the City*. The City intends for the Tax Compliance Procedure, as supplemented by this Tax Agreement, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Certificates and to supplement any other formal policies and procedures related to tax compliance that the City has established. The provisions of this Tax Agreement are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Agreement, the terms of this Tax Agreement will govern.

(c) *Bond Compliance Officer*. The City when necessary to fulfill its Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or yield reduction payments, participate in any federal income tax audit of the Certificates or related proceedings under a voluntary compliance agreement procedures (VCAP) or undertake a remedial action procedure pursuant to Regulations § 1.141-12. In each case, all costs and expenses incurred by the City shall be treated as a reasonable cost of administering the Certificates and the City shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Declaration or State law.

Section 4.2. Record Keeping; Use of Certificate Proceeds and Use of Financed Facilities.

(a) *Record Keeping*. The Bond Compliance Officer will maintain the Tax-Advantaged Bond File for the Certificates in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in a written Opinion of Special Tax Counsel or to the extent otherwise provided in this Tax Agreement, the Bond Compliance Officer shall retain records related to Post-Issuance Tax Requirements until three years following the final maturity of (1) the Certificates or (2) any obligation issued to refund the Certificates. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the City and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the City's premises.

(b) *Accounting and Allocation of Certificate Proceeds to Expenditures*. The Bond Compliance Officer will account for the investment and expenditure of Certificate proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the expected allocation of Certificate proceeds to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of a Final Written Allocation is attached as **Exhibit E** hereto.

(c) *Annual Compliance Checklist*. Attached as **Exhibit D** hereto is a form of Annual Compliance Checklist for the Certificates. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facilities at least annually in accordance with the Tax Compliance Procedure. In the event the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Agreement, the Bond Compliance Officer will take the actions identified in an Opinion of Special Tax Counsel or the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Special Tax Counsel*. The Bond Compliance Officer is responsible for obtaining and delivering to the City and the Trustee any Opinion of Special Tax Counsel required under the provisions of this Tax Agreement, including any Opinion of Special Tax Counsel required by this Tax Agreement or the Annual Compliance Checklist.

Section 4.3. Temporary Periods/Yield Restriction. Except as described below, the City will not invest Gross Proceeds at a Yield greater than the Yield on the Lease:

(a) *Project Fund and Costs of Issuance*. Certificate proceeds deposited in the Project Fund and investment earnings on those proceeds may be invested without Yield restriction for up to three years following the Issue Date. If any unspent proceeds remain in the Project Fund after three years, those amounts may continue to be invested without Yield restriction so long as the City pays to the IRS all Yield reduction payments in accordance with Regulations § 1.148-5(c). These payments are required whether or not the Certificates are exempt from the arbitrage rebate requirements of Code § 148. Certificate proceeds deposited in the Project Fund that will be used to pay the costs of executing and delivering the Certificates may be invested without Yield restriction for 13 months.

(b) *Certificate Payment Fund and Prepayment Fund*. To the extent that the Certificate Payment Fund and the Prepayment Fund qualify, in the aggregate, as a Bona Fide Debt Service Fund, money in such funds may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

Section 4.4. Procedures for Establishing Fair Market Value.

(a) *General*. No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulations § 1.148-5.

(b) *Established Securities Market*. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulations § 1.148-5.

(c) *Certificates of Deposit*. The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule, and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts*. The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) Bona Fide Solicitation for Bids. The City makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the City, the Trustee, or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the City or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the City's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. For example, no potential provider is given the opportunity to review other bids (*i.e.*, a last look) before providing a bid.

(G) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) Bids Received. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date of the issue, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) Winning Bid. The winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(4) Fees Paid. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to fourth parties in connection with supplying the Guaranteed Investment Contract.

(5) Records. The City and the Trustee (to the extent the Trustee is provided with such records) retain the following records with the Certificate documents until three years after the last outstanding Certificate is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the City or the Trustee, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Certificates (*e.g.,* as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

Section 4.5. Certain Gross Proceeds Exempt from the Rebate Requirement.

(a) *General.* A portion of the Gross Proceeds of the Certificates may be exempt from rebate pursuant to one or more of the following exceptions. The exceptions typically will not apply with respect to all Gross Proceeds of the Certificates and will not otherwise affect the application of the Investment limitations described in **Section 4.3** hereof. Unless specifically noted, the obligation to compute, and if necessary, to pay rebate as set forth in **Section 4.6** hereof applies even if a portion of the gross proceeds of the Certificates is exempt from the rebate requirement. To the extent all or a portion of the Certificates is exempt from Rebate, the Rebate Analyst may account for such fact in connection with its preparation of a rebate report described in **Section 4.6** hereof. The City may defer the final rebate Computation Date and the payment of rebate for the Certificates to the extent permitted by Regulations § 1.148-7(b)(1) and § 1.148-3(e)(2) but only in accordance with specific written instructions provided by the Rebate Analyst.

(b) *Applicable Spending Exceptions*.

(1) The City expects that at least 75% of the Available Construction Proceeds will be used for construction or rehabilitation expenditures for property owned by the City. The City expects to earn approximately $0.00 in Investment earnings on Certificate proceeds in the Project Fund.

(2) The following optional rebate spending exceptions can apply to the Certificates:

(A) 6-month Exception (Code § 148(f)(4)(B) and Regulations § 1.148-7(c)).

(B) 18-month Exception (Regulations § 1.148-7(d)).

(C) 2-year Exception (Code § 148(f)(4)(C) and Regulations § 1.148-7(e)).

(c) *Special Elections Made with Respect to Spending Exception Elections.* No special elections are being made in connection with the application of the spending exceptions.

(d) *Bona Fide Debt Service Fund.* To the extent that the Certificate Payment Fund qualifies as a Bona Fide Debt Service Fund, Investment earnings in the account cannot be taken into account in computing arbitrage rebate (1) with respect to such portion that meets the 6-month, 18-month or 2-year spending exception, or (2) for a given Certificate Year, if the gross earnings on the Certificate Payment Fund for such Certificate Year are less than $100,000. If the average annual debt service on the Certificates does not exceed $2,500,000, the $100,000 earnings test may be treated as satisfied in every Certificate Year.

(e) *Documenting Application of Spending Exception.* At any time prior to the first Computation Date, the City may engage the Rebate Analyst to determine whether one or more spending exceptions has been satisfied, and the extent to which the City must continue to comply with **Section 4.6** hereof.

(f) *General Requirements for Spending Exception.* The following general requirements apply in determining whether a spending exception is met.

(1) Using Adjusted Gross Proceeds or Available Construction Proceeds to pay principal of any Certificates is not taken into account as expenditure for purposes of meeting any of the spending tests.

(2) The six-month spending exception generally is met if all Adjusted Gross Proceeds of the Certificates are spent within six months following the Issue Date. The test may still be satisfied even if up to 5% of the sale proceeds remain at the end of the initial 6-month period, so long as this amount is spent within one year of the Issue Date.

(3) The 18-month spending exception generally is met if all Adjusted Gross Proceeds of the Certificates are spent in accordance with the following schedule:

Time Period After the Issue Date	**Minimum Percentage of Adjusted Gross Proceeds Spent**
6 months	15%
12 months	60%
18 months (Final)	100%

(4) The 2-year spending exception generally is met if all Available Construction Proceeds are spent in accordance with the following schedule:

Time Period After the Issue Date	**Minimum Percentage of Available Construction Proceeds Spent**
6 months	10%
12 months	45%
18 months	75%
24 months (Final)	100%

(5) For purposes of applying the 18-month and 2 year spending exceptions only, the failure to satisfy the **final** spending requirement is disregarded if the City uses due diligence to complete the Financed Facilities and the failure does not exceed the lesser of 3% of the aggregate issue price of the Certificates or $250,000. **No such exception applies for any other spending period.**

(6) For purposes of applying the 18-month and 2 year spending exceptions only, the Certificates meet the applicable spending test even if, at the end of the **final** spending period, proceeds not exceeding a Reasonable Retainage remain unspent, so long as such Reasonable Retainage is spent within 30 months (in the case of the 18-month exception) or 3 years (in the case of the 2 year spending test) after the Issue Date.

Section 4.6. Computation and Payment of Arbitrage Rebate.

(a) *Rebate Fund*. The Trustee will keep the Rebate Fund separate from all other funds and will administer the Rebate Fund under this Tax Agreement. Any Investment earnings derived from the

Rebate Fund will be credited to the Rebate Fund, and any Investment loss will be charged to the Rebate Fund.

(b) *Computation of Rebate Amount*. The Trustee will provide the Rebate Analyst investment reports relating to each fund held by the Trustee at such times as reports are provided to the City, and not later than ten days following each Computation Date. The City will provide the Rebate Analyst with copies of investment reports for any funds containing Gross Proceeds that are held by a party other than the Trustee annually as of the end of each Certificate Year and not later than ten days following each Computation Date. Each investment report provided to the Rebate Analyst will contain a record of each Investment, including (1) purchase date, (2) purchase price, (3) information establishing the fair market value on the date such Investment was allocated to the Certificates, (4) any accrued interest paid, (5) face amount, (6) coupon rate, (7) frequency of interest payments, (8) disposition price, (9) any accrued interest received and (10) disposition date. Such records may be supplied in electronic form. The Rebate Analyst will compute rebate (the "Rebate Amount") following each Computation Date and deliver a written report to the Trustee and the City together with an opinion or certificate of the Rebate Analyst stating that arbitrage rebate was determined in accordance with the Regulations. Each report and opinion will be provided not later than 45 days following the Computation Date to which it relates. In performing its duties, the Rebate Analyst may rely, in its discretion, on the correctness of financial analysis reports prepared by other professionals. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is less than the Rebate Amount, the City will, within 55 days after such Computation Date, pay to the Trustee the amount of the deficiency for deposit into the Rebate Fund. If the sum of the amount on deposit in the Rebate Fund and the value of prior rebate payments is greater than the Rebate Amount, the Trustee will transfer such surplus in the Rebate Fund to the Certificate Payment Fund. After the final Computation Date or at any other time if the Rebate Analyst has advised the Trustee, any money left in the Rebate Fund will be paid to the City and may be used for any purpose not prohibited by law.

(c) *Rebate Payments*. Within 60 days after each Computation Date, the Trustee must pay (but solely from money in the Rebate Fund or provided by the City) to the United States the Rebate Amount then due, determined in accordance with the Regulations. Each payment must be (1) accompanied by IRS Form 8038-T and such other forms, documents or certificates as may be required by the Regulations and (2) mailed or delivered to the IRS at the address shown below, or to such other location as the IRS may direct:

Internal Revenue Service Center
Ogden, UT 84201

Section 4.7. Successor Rebate Analyst. If the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, or if the City desires that a different firm act as the Rebate Analyst, then the City by an instrument or concurrent instruments in writing delivered to the firm then serving as the Rebate Analyst and any other party to this Tax Agreement, will engage a successor Rebate Analyst. In each case the successor Rebate Analyst must be a firm of nationally recognized bond counsel or a firm of independent certified public accountants and such firm must expressly agree to undertake the responsibilities assigned to the Rebate Analyst hereunder. In the event the firm acting as the Rebate Analyst resigns or becomes incapable of acting for any reason, and the City fails to appoint a qualified successor Rebate Analyst within thirty (30) days following notice of such resignation, then the Trustee will appoint a firm to act as the successor Rebate Analyst.

Section 4.8. Filing Requirements. The Trustee (to the extent the Trustee has documentation in its possession or is required to have such information in its books and records) and the City will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with an Opinion of Special Tax Counsel.

Section 4.9. Survival after Defeasance. Notwithstanding anything in the Declaration to the contrary, the obligation to pay arbitrage rebate to the United States will survive the payment or defeasance of the Certificates.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the delivery of the Certificates and will continue in force and effect until the earlier of (a) all of the Base Rentals represented by the Certificates have been fully paid and all such Certificates are cancelled or (b) the termination of the Lease; provided that, the provisions of **Section 4.2** hereof relating to record keeping shall continue in force for the period described therein for records to be retained.

Section 5.2. Amendments. This Tax Agreement may be amended from time to time by the parties to this Tax Agreement without notice to or the consent of any of the Certificate holders, but only if such amendment is in writing and is accompanied by an Opinion of Special Tax Counsel to the effect that, under then-existing law, assuming compliance with this Tax Agreement as so amended, such amendment will not cause the Interest Component of the Base Rentals to be included in gross income for federal income tax purposes. No such amendment will become effective until the City and the Trustee receive an Opinion of Special Tax Counsel as outlined herein.

Section 5.3. Opinion of Special Tax Counsel. The City and the Trustee may deviate from the provisions of this Tax Agreement if furnished with an Opinion of Special Tax Counsel addressed to each of them to the effect that the proposed deviation will not adversely affect the exclusion of the Interest Component of the Base Rentals represented by the Certificates from gross income for federal income tax purposes. The City and the Trustee will comply with any further or different instructions provided in an Opinion of Special Tax Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Certificates or the exclusion from gross income of the Interest Component of the Base Rentals; provided that with respect to the Trustee any such instructions are within the scope of the Trustee's responsibilities as set forth in the Declaration.

Section 5.4. Reliance. In delivering this Tax Agreement, the City and the Trustee are making only those certifications and agreements as are specifically attributed to them in this Tax Agreement. Neither the City nor the Trustee is aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Agreement and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The parties to this Tax Agreement understand that their certifications will be relied upon by the law firm of Armstrong Teasdale LLP, in rendering its opinion as to the validity of the Certificates and the exclusion from federal gross income of the Interest Component of the Base Rentals.

Section 5.5. Severability. If any provision in this Tax Agreement or in the Certificates is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

Section 5.6. Benefit of Agreement. This Tax Agreement is binding upon the City and the Trustee and their respective successors and assigns, and inures to the benefit of the parties to this Tax Agreement and the owners of the Certificates. Nothing in this Tax Agreement or in the Declaration or the Certificates, express or implied, gives to any person, other than the parties to this Tax Agreement, and their successors and assigns, and the owners of the Certificates, any benefit or any legal or equitable right, remedy or claim under this Tax Agreement.

Section 5.7. Default; Breach and Enforcement. Any misrepresentation of a party contained herein or any breach of a covenant or agreement contained in this Tax Agreement may be pursued by the Owners of the Certificates or the Trustee pursuant to the terms of the Declaration or any other document which references this Tax Agreement and gives remedies for a misrepresentation or breach thereof.

Section 5.8. Execution in Counterparts. This Tax Agreement may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Agreement will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The parties agree that the transaction described in this Tax Agreement may be conducted, and related documents may be sent, received or stored, by electronic means.

[Remainder of page intentionally blank.]

The parties to this Tax Agreement have caused this Tax Compliance Agreement to be duly executed by their duly authorized officers as of the Issue Date.

CITY OF PARKVILLE, MISSOURI

By: ____
Mayor

BOKF, N.A., as Trustee

By: ______________________________________
Title: Authorized Officer

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF LEASE YIELD

EXHIBIT B

IRS FORM 8038-G

[Attached]

EXHIBIT C

DESCRIPTION OF PROPERTY COMPRISING THE FINANCED FACILITIES

City capital road maintenance and multimodal improvements to the Route 9 corridor in the City.

EXHIBIT D

SAMPLE
ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Certificates") financing Financed Assets*:	**$[principal amount] Certificates of Participation, Series 2021A**
Issue Date of Certificates:	**July ___, 2021**
Placed in service date of Financed Assets:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 **Ownership**	Were all the Financed Assets owned by the City during the entire Annual Period? If "Yes," skip to Item 2.	☐ Yes ☐ No
	If answer above was "No," was an Opinion of Special Tax Counsel obtained prior to the transfer? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

2 **Leases & Other Rights to Possession**	During the Annual Period, was any part of the Financed Assets leased (other than under the Ground Lease and the Lease) at any time pursuant to a lease or similar agreement for more than 50 days? If "No," skip to Item 3.	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the lease or other arrangement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

* *Capitalized words and terms used herein, unless otherwise defined herein or the context requires otherwise, shall have the same meanings ascribed to them in the City's Tax and Disclosure Compliance Procedure on May 15, [Year], as amended and supplemented.*

Item	Question	Response
3 Managemen t or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Assets (e.g., museum management, coffee shop, etc.) been assumed by or transferred to another entity? If "No," skip to Item 4.	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the management agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights or privileges to such individual or entity that are not otherwise available to the general public to the Financed Assets? If "No," skip to Item 5.	☐ Yes ☐ No
	If answer above was "Yes," was an Opinion of Special Tax Counsel obtained prior to entering into the agreement? If Yes, include a copy of the Opinion in the Tax-Exempt Bond File. If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	☐ Yes ☐ No

5 Arbitrage & Rebate	Have all rebate and yield reduction calculations mandated in the Tax Agreement been prepared for the current year?	☐ Yes ☐ No
	If "No," contact Special Tax Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

6 Continuing Disclosure Filings	Did the City file its annual report (including audited financial statements and any other financial information and operating data required for the Certificates) with the MSRB through EMMA within 180 days of the end of the last Fiscal Year?	☐ Yes ☐ No
	If No, file the appropriate failure to file notice required by the Continuing Disclosure Undertaking with the MSRB through EMMA. In addition, contact Special Tax Counsel to inform them of the failure to file and file, as promptly as possible, the annual report with the MSRB through EMMA. Include a description of the reason for the delay in filing the annual report in the Tax-Exempt Bond File.	

7 **Material Event Filings**	Did any of the following events occur with respect to the Certificates? • principal and interest payment delinquencies; • non-payment related defaults, if material; • unscheduled draws on debt service reserves reflecting financial difficulties; • unscheduled draws on credit enhancements reflecting financial difficulties; • substitution of credit or liquidity providers, or their failure to perform; • adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; • modifications to rights of certificate holders, if material; • certificate calls, if material, and tender offers; • defeasances; • release, substitution or sale of property securing repayment of the Certificates, if material; • rating changes; • bankruptcy, insolvency, receivership or similar event of the obligated person; • the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; • appointment of a successor or additional trustee or the change of name of the trustee, if material; • incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and • default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.	☐ Yes ☐ No
	If "Yes," was Special Tax Counsel contacted and notice of the material event filed with the MSRB through EMMA? If No, contact Special Tax Counsel immediately and prepare and file any required notice with the MSRB through EMMA.	☐ Yes ☐ No

Bond Compliance Officer: ______________________________

Date Completed: ______________________________

EXHIBIT E

SAMPLE FINAL WRITTEN ALLOCATION

Final Written Allocation

The undersigned is the Bond Compliance Officer of the City of Parkville, Missouri (the "City") and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the above-described tax-exempt obligations (the "Certificates") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

Purpose. This document, together with the schedules and records referred to below, is intended to memorialize allocations of Certificate proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code of 1986, as amended (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the Project was Placed in Service (both as defined below), and no later than 60 days following the 5th anniversary of the Issue Date (as defined below).

Background. The Certificates were delivered on November 5, 2020 (the "Issue Date"), by BOKF, N.A., as trustee, pursuant to an Declaration of Trust dated as of July 1, 2021. The Certificates were delivered in order to provide funds (1) to pay a portion of the costs to acquire, construct, renovate, install, improve and equip certain improvements within the City (collectively, the "Project"), and (2) to pay the costs of executing and delivering the Certificates.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. The sources and uses of Certificate proceeds and other legally available money of the City, if any, are shown on **Exhibit A** hereto.

Identification of Financed Assets. The portions of the Project financed from Certificate proceeds (i.e., the "Financed Facilities" referenced in the Tax Compliance Agreement) are listed on page 1 of **Exhibit B** hereto.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the Certificate proceeds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Exhibit B** hereto. In each case, the cost requisitioned was either paid directly to a fourth party or reimbursed the City for an amount it had previously paid or incurred. Amounts received from the sale of the Certificates and retained as underwriting discount are allocated to that purpose and spent on the Issue Date.

Placed In Service. The Project was Placed in Service on the date set out on **Exhibit B** hereto. For this purpose, the Financed Facilities are considered to be Placed in Service as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the Financed Facilities have reached a degree of completion that would permit their operation at substantially their designed level and (2) the Financed Facilities are, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

CITY OF PARKVILLE, MISSOURI

By: ____
Name: ____
Title: Finance Director

Dated: ____________________

[EXHIBIT A - ALLOCATION OF SOURCES AND USES]

[EXHIBIT B - IDENTIFICATION OF FINANCED FACILITIES AND DETAILED LISTING OF EXPENDITURES]

EXHIBIT F

TAX AND DISCLOSURE COMPLIANCE PROCEDURE

[Attached]

EXHIBIT G

RESOLUTIONS OF OFFICIAL INTENT

[Attached]

NOTICE OF SALE

$[principal amount]*

CITY OF PARKVILLE, MISSOURI

CERTIFICATES OF PARTICIPATION

SERIES 2021A

(BOOK ENTRY ONLY)

Bids for the above-referenced obligations (the "Series 2021A Certificates") will be received by the City of Parkville, Missouri (the "City") on June ____, 2021, (the "Sale Date") until ______ A.M., Central Time at (the "Sale Time") the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Series 2021A Certificates will take place subsequent to the opening of bids.

SUBMISSION OF BIDS

Baker Tilly MA will assume no liability for the inability of a bidder or its bid to reach Baker Tilly MA prior to the Sale Time, and neither the City nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each bid shall be deemed to constitute a contract between the bidder and the City to purchase the Series 2021A Certificates regardless of the manner by which the bid is submitted.

(a) ***Sealed bidding.*** Completed, signed bids may be submitted to Baker Tilly MA by email to bondservice@bakertilly.com or by fax (651) 223-3046, and must be received prior to the Sale Time.

OR

(b) ***Electronic bidding.*** Bids may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic bid in a timely manner and in compliance with the requirements of the Notice of Sale*. Neither the City, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the City, its agents nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The City is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Series 2021A Certificates, and PARITY® is not an agent of the City.

If any provisions of this Notice of Sale conflict with information provided by PARITY®, this Notice of Sale shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* *Preliminary; subject to change.*

DETAILS OF THE SERIES 2021A CERTIFICATES

The Series 2021A Certificates will be dated as of the date of delivery and will bear interest payable on March 1 and September 1 of each year, commencing March 1, 2022. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2021A Certificates will mature March 1 in the years and amounts* as follows:

[insert]

** The City reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Series 2021A Certificates or the amount of any maturity or maturities in multiples of $5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per $1,000 of Series 2021A Certificates as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the City for the new issue and the prices at which the bid indicates the securities are initially offered to the investing public. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of the Series 2021A Certificates or principal of any maturity as described herein. If there is an increase or decrease in the final aggregate principal amount of the Series 2021A Certificates or the schedule of principal payments as described above, the City will notify the successful bidder by means of telephone and subsequently confirmed in writing, or email transmission, no later than 2:00 P.M., Central Time, on the sale date. The actual purchase price for the Series 2021A Certificates shall be calculated by applying the percentage of par value bid by the successful bidder against the final aggregate principal amount of the Series 2021A Certificates, as adjusted.*

Bids for the Series 2021A Certificates may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption and must conform to the maturity schedule set forth above. In order to designate term bonds, the bid must specify "Years of Term Maturities" in the spaces provided on the bid form.

BOOK ENTRY SYSTEM

The Series 2021A Certificates will be issued by means of a book entry system with no physical distribution of Series 2021A Certificates made to the public. The Series 2021A Certificates will be issued in fully registered form and one Series 2021A Certificate, representing the aggregate principal amount of the Series 2021A Certificates maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Series 2021A Certificates. Individual purchases of the Series 2021A Certificates may be made in the principal amount of $5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Series 2021A Certificates. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the "Purchaser"), as a condition of delivery of the Series 2021A Certificates, will be required to deposit the Series 2021A Certificates with DTC.

PAYING AGENT AND REGISTRAR

BOKF, N.A., Kansas City, Missouri will serve as trustee, paying agent and registrar for the Series 2021A Certificates and the City will pay for the services of the trustee, paying agent and registrar.

OPTIONAL REDEMPTION

At the option of the City, the Series 2021A Certificates may be called for redemption and payment prior to maturity on March 1, 2031 and thereafter, in whole or in part at any time at the redemption price of 100% of the principal amount thereof, plus accrued interest thereon to the redemption date. Series 2021A Certificates shall be redeemed only in the principal amount of $5,000 or any integral multiple thereof. When less than all of the outstanding Series 2021A Certificates are to be redeemed, such Series 2021A Certificates shall be redeemed from the stated maturities selected by the City, and Series 2021A Certificates of less than a full stated maturity shall be selected by the Paying Agent in $5,000 units of principal amount by lot or in such other equitable manner as the Paying Agent may determine.

SECURITY AND PURPOSE

Each Series 2021A Certificate evidences the undivided interest of the Owner thereof in the right to receive Basic Rent) to be made by the City under the Lease Purchase Agreement between the Trustee and the City dated July 1, 2021 (the "Lease"). The Series 2021A Certificates are payable solely out of the Basic Rent and other money and investments held by the Trustee under the Declaration of Trust between the Trustee and the City dated July 1, 2021 (the "Declaration").

The City's obligation to make Basic Rent and other payments under the Lease is subject to annual appropriation by the City and will not constitute a debt or liability of the City, the State of Missouri or any political subdivision thereof, or an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The execution and delivery of the Lease and the Series 2021A Certificates will not obligate the City to levy any form of taxation therefor or to make any appropriation for their payment in any fiscal year subsequent to a fiscal year in which the Lease is in effect.

Under the terms of the Lease, if the City elects to renew the Lease at the end of the initial term or any renewal term, it is obligated to budget, appropriate and set aside a portion of its revenues derived from user fees and other sources, which appropriation must be sufficient to make the Basic Rent coming due during the ensuing fiscal year. The City is obligated to make Basic Rent to the Trustee on the 15th of each month preceding each Payment Date, which payments will be distributable as principal and interest with respect to the Certificates (but only if the City elects to renew the Lease for each Renewal Term).

There can be no assurance that the City will appropriate funds for Basic Rent or renew the Lease after the initial term. The City is not legally required to budget or appropriate money for any subsequent fiscal year beyond the current fiscal year. The Lease does not convey any interest in real property.

Capitalized terms used in this section and not otherwise defined have the meaning set forth in the Lease.

TAX EXEMPTION OF INTEREST

The interest on the Series 2021A Certificates is excludable from gross income for federal and Missouri income tax purposes. The Series 2021A Certificates have been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Bids shall be for not less than $[principal amount] (Par) plus accrued interest, if any, on the total principal amount of the Series 2021A Certificates. No bid can be withdrawn or amended after the time set for receiving bids on the Sale Date unless the meeting of the City scheduled for award of the Series 2021A Certificates is adjourned, recessed, or continued to another date without award of the Series 2021A Certificates having been made. Rates shall be in integral multiples of 5/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the bid must be 98.0% or greater. Series 2021A Certificates of the same maturity shall bear a single rate from the date of the Series 2021A Certificates to the date of maturity. No conditional bids will be accepted.

GOOD FAITH DEPOSIT

To have its bid considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the City in the amount of $_________ (the "Deposit") no later than 2:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the City nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the City may, at its sole discretion, reject the bid of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the City upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of bids. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the City and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted bid, said amount will be retained by the City.

AWARD

The Series 2021A Certificates will be awarded to the bidder offering the lowest interest rate to be determined on a true interest cost (TIC) basis. The City's computation of the interest rate of each bid, in accordance with customary practice, will be controlling.

The City will reserve the right to: (i) waive non-substantive informalities of any bid or of matters relating to the receipt of bids and award of the Series 2021A Certificates, (ii) reject all bids without cause, and (iii) reject any bid that the City determines to have failed to comply with the terms herein.

The Purchaser will be required to execute a standard "issue price" certificate at closing.

BOND INSURANCE AT PURCHASER'S OPTION

The City has not applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Series 2021A Certificates. If the Series 2021A Certificates qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's Official Bid Form. The City specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the City. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the City) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Series 2021A Certificates shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Series 2021A Certificates.

RATING

A rating has been requested from S&P Global Ratings for the Series 2021A Certificates. The rating is subject to withdrawal or modification at any time; withdrawal or modification of the rating may have an adverse effect on the marketability of the Series 2021A Certificates. For an explanation of the significance of the rating, an investor should communicate with the rating agency.

CUSIP NUMBERS

If the Series 2021A Certificates qualify for the assignment of CUSIP numbers such numbers will be printed on the Series 2021A Certificates; however, neither the failure to print such numbers on any Series 2021A Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Series 2021A Certificates. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G- 34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about July ___, 2021, the Series 2021A Certificates will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Armstrong Teasdale LLP, Kansas City, Missouri and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Series 2021A Certificates shall be made in federal, or equivalent, funds that shall be received at the offices of the City or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Series 2021A Certificates has been made impossible by action of the City, or its agents, the Purchaser shall be liable to the City for any loss suffered by the City by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In order to permit prospective bidders for the Series 2021A Certificates and other participating underwriters in the primary offering of the Series 2021A Certificates to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"), the City will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Series 2021A Certificates, in a Continuing Disclosure Undertaking, to provide annual reports of specified information and notice of the occurrence of certain events, if material, as described in the Official Statement. The information to be provided on an annual basis, the events as to which notice is to be given, and other provisions of the Continuing Disclosure Undertaking, including termination, amendment and remedies, are summarized in the Official Statement.

OFFICIAL STATEMENT

The City has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Series 2021A Certificates and said Preliminary Official Statement has been deemed final by the City as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement and the Official bid Form or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the City, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bondservice@bakertilly.com. The Preliminary Official Statement will also be made available at https://go.bakertilly.com/bond-sales-calendar.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Series 2021A Certificates, together with any other information required by law. By awarding the Series 2021A Certificates to the Purchaser, the City agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The City designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. Such Underwriter agrees that if its bid is accepted by the City, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated: June __, 2021 BY ORDER OF THE CITY OF PARKVILLE, MISSOURI

/s/ Nan Johnston
Mayor

PROPOSAL SALE DATE: June____, 2021

City of Parkville, Missouri

$[principal amount]* Certificates of Participation, Series 2021A

For the Series 2021A Certificates of this Issue which shall mature and bear interest at the respective annual rates, as follow, we offer a price of
$__________________(which may not be less than $____________) plus accrued interest, if any, to the date of delivery.

Year	Interest Rate (%)	Yield (%)	Dollar Price	Year	Interest Rate (%)	Yield (%)	Dollar Price
2022	________%	%_______	%_______	2032	________%	%_______	%_______
2023	________%	%_______	%_______	2033	________%	%_______	%_______
2024	________%	%_______	%_______	2034	________%	%_______	%_______
2025	________%	%_______	%_______	2035	________%	%_______	%_______
2026	________%	%_______	%_______	2036	________%	%_______	%_______
2027	________%	%_______	%_______	2037	________%	%_______	%_______
2028	________%	%_______	%_______				
2029	________%	%_______	%_______				
2030	________%	%_______	%_______				
2031	________%	%_______	%_______				

Designation of Term Maturities

Years of Term Maturities ________________ ________________
________________ ________________

In making this offer on the sale date of June ___, 2021 we accept all of the terms and conditions of the Terms of Proposal published in the Preliminary Official Statement dated June ___, 2021 including the City's right to modify the principal amount of the Series 2021A Certificates. (See "Terms of Proposal" herein.) In the event of failure to deliver these Series 2021A Certificates in accordance with said Terms of Proposal, we reserve the right to withdraw our offer, whereupon the deposit accompanying it will be immediately returned. All blank spaces of this offer are intentional and are not to be construed as an omission.

By submitting this proposal, we confirm that we have an established industry reputation for underwriting municipal bonds such as the Series 2021A Certificates.

Not as a part of our offer, the above quoted prices being controlling, but only as an aid for the verification of the offer, we have made the following computations:

NET INTEREST COST: $_____________________________

TRUE INTEREST RATE: _______________%

The Bidder ____ will not ____ will purchase municipal bond insurance from_____________.

Account Members

____
Account Manager

By: _____________________________

Phone: __________________________

The foregoing proposal has been accepted by the City.

Attest: _________________________________ Date: __________________________________

* *Preliminary; subject to change.*

Phone: 651-223-3000
Email: bondservice@bakertilly.com