



FLORISSANT CITY COUNCIL AGENDA

City Hall

955 rue St. Francois

Monday, July 12, 2021

7:00 PM

Karen Goodwin, MMC/MRCC



I. PLEDGE OF ALLEGIANCE

II. ROLL CALL OF MEMBERS

III. APPROVAL OF MINUTES

- City Council Meeting minutes and Executive Meeting minutes of June 28, 2021

IV. PROCLAMATIONS

- Knights of Columbus 75th Anniversary
- Mrs. Hazel Erby

V. HEARING FROM CITIZENS

VI. COMMUNICATIONS

VII. PUBLIC HEARINGS

21-07-016 (Ward 8) Application Staff Rept Plans	Request to approve rezoning of 12895 New Halls Ferry Road from B-3 "Extensive Business District" to B-5 "Planned Commercial District" for the location of a carryout, drive-through restaurant (Imo's). (Planning and Zoning Recommended approval on 6/21/21)	Robert Jacknewitz
21-07-017 (Ward 8) Application Staff Rept Plans	Request to authorize an amendment to an existing B-5 "Planned Commercial District" to allow for a sit-down, carry-out restaurant located at 3234 Parker Road (Healthy Habits Nutrition). (Planning and Zoning Recommended approval on 6/21/21)	Brittany Wayne
21-07-018 (Ward 9) Application Staff Rept Plans	Request to authorize a Special Use Permit to Event Center STL Vibez to allow for an Assembly Hall in a B-3 Zoning District located at 9 Paddock Hills Shopping Center. (Planning and Zoning Recommended approval on 6/21/21)	Breonna Hargrove

VIII. OLD BUSINESS

A. *BILLS FOR SECOND READING*

9692	Ordinance re-adopting a procedure to disclose potential conflict of interest and substantial interest for certain officials as set forth in title 1, section 105.130 “Compliance with State Conflict of Interest” law in the Florissant Code of Ordinances.	2 nd Reading Council as a Whole
9693	Ordinance authorizing the city of Florissant, Missouri, to enter into a lease purchase agreement, as lessee, with BOKF, N.A., as lessor, to prepay outstanding lease obligations of the city; and approving the execution of certain documents and authorizing certain actions in connection therewith.	2 nd Reading Council as a Whole
9694	Ordinance authorizing an amendment to Article XIV, “Miscellaneous Offenses” to prohibit bars on windows of commercial establishments.	2 nd Reading Council as a Whole
9695	Ordinance authorizing an amendment to Article XVII, “Residential Rental Real Estate” to prohibit short term rentals.	2 nd Reading Parson

NEW BUSINESS

B. *BOARD APPOINTMENTS*

C. *RESOLUTIONS*

1030 Memo	Resolution of the City of Florissant supporting a grant application for renovations to the James J. Eagan Civic Center and JFK Civic Center fitness spaces.	Council as a Whole
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D. *BILLS FOR FIRST READING*

9696	Ordinance to approve the rezoning of 12895 New Halls Ferry Road from B-3 “Extensive Business District” to B-5 “Planned Commercial District” for the location of a carryout, drive-through restaurant (Imo’s).	Parson
9697	Ordinance to authorize an amendment to an existing B-5 “Planned Commercial District” to allow for a sit-down, carry-out restaurant located at 3234 Parker Road (Healthy Habits Nutrition).	Parson

9698	Ordinance to authorize a Special Use Permit to Event Center STL Vibez to allow for an Assembly Hall in a B-3 Zoning District located at 9 Paddock Hills Shopping Center.	Siam
9699 Memo	Ordinance appropriating the Community Development Block Grant (CDBG) funds for the 2020 fiscal year for the City of Florissant.	Council as a Whole

IX. COUNCIL ANNOUNCEMENTS

X. MESSAGE FROM THE MAYOR

XI. ADJOURNMENT

THIS AGENDA WAS POSTED ON THE BULLETIN BOARD IN THE LOBBY AT CITY HALL AND ON THE CITY WEBSITE AT FLORISSANTMO.COM ON JULY 9TH, 2021 BY 12:00 PM.

ANY ONE WISHING TO ATTEND THE COUNCIL MEETING WHO HAS SPECIAL NEEDS SHOULD CONTACT THE CITY CLERK BY NOON ON MONDAY, JULY 12, 2021.

CITY OF FLORISSANT



COUNCIL MINUTES

June 28, 2021

The Florissant City Council met in regular session at Florissant City Hall, 955 rue St. Francois on Monday, June 28, 2021 at 7:00 p.m. with Council President Schildroth presiding. The Chair asked everyone in attendance to stand and join in reciting the Pledge of Allegiance.

On Roll Call the following Councilmembers were present: Pagano, Parson, Siam, Harris, Manganelli, Caputa, Schildroth and Mulcahy. Also present was Mayor Timothy Lowery, City Clerk Karen Goodwin, and City Attorney John Hessel. A quorum being present the Chair stated that the Council Meeting was in session for the transaction of business.

Councilman Manganelli moved to approve the City Council Minutes of June 14, 2021, seconded by Harris. Motion carried.

The next item on the Agenda was *Beautiful Home Awards*.

Carol O'Mara, Community Development and Housing, Mayor Lowery, along with the Council members, presented the Beautiful Home Awards to the following residents:

Ward 1 – 1860 Flamingo – Gregory & Linda Mauch

Ward 2 – 27 McNulty – Kristen Bess

Ward 3 – 1790 Flordawn – Brittney Polke

Ward 4 – 720 Central Parkway – Lawrence & Kathleen Breite

Ward 5 – 600 Graham – Catherine Smith

Ward 6 – 1090 Aubuchon – Jeremy Edwards

Ward 7 – 1420 Duchesne – Zachary Schneider

Ward 8 – 27 Club Grounds South – Ulysses Simmons

Ward 9 – 3555 Meserta Lane – Richard Gebken

Mayor's Choice – 1410 Verlène – Robert & Pamela Giese

The next item on the Agenda was *Proclamations*.

July has been designated as Parks and Recreation Month. Mayor Lowery and Council President Schildroth presented the proclamation to the City of Florissant Parks Director, Cheryl Thompson. Mayor Lowery thanked Cheryl Thompson and the other employees of the Parks for their hard work and for keeping the Parks Department running. Cheryl Thompson thanked her staff for everything they do and their dedication to all the parks in Florissant.

The next item on the Agenda was *Hearing from Citizens*.

Walter Kaiser, 105 North St. Charles, would like the city to consider submitting nominations for Florissant Veteran of the Year. Mr. Kaiser stated the primary requirements for the veteran is the person needs to be a resident of Florissant, involved in the community or helping other veterans, and a veteran. He requested the person who nominates a veteran provide contact information in case the Veterans Commission has any questions as well as the phone number and address of the person being nominated while also not informing the Veteran being nominated. Mr. Kaiser stated the nominations are to be received by September 4, 2021 and nominations are kept for 3 years from the date of submission. These nominations should be dropped off at the VFW Hall or at the Florissant Police Department in an envelope with Mr. Kaiser's name or initials.

The next item on the Agenda was *Public Hearings* of which were none.

The Chair stated that the next item on the agenda was *Second Readings*.

Councilman Schildroth moved Bill No. 9688 an Ordinance approving the Community Development Block Grant (CDBG) FY2021-FY2025 5-Year Consolidated Plan and the FY2021 Annual Action Plan for the City of Florissant, Missouri and authorizing and directing the Mayor to submit such plan to the United States Department of Housing and Urban Development be read for a second time, seconded by Eagan.

Councilman Pagano moved that Bill no. 9688 be read for a third time, seconded by Caputa. Motion carried and Bill No. 9688 was read for a third time and placed upon its passage.

On roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes, Eagan yes, Caputa yes, Schildroth yes, and Mulcahy yes.

Whereupon the Chair declared Bill No. 9688 to have passed and become Ordinance No. 8698.

Councilman Eagan moved Bill No. 9689 an Ordinance to approve the rezoning of 130 Howdershell from R-4 "Residential Zoning District" to a B-5 "Planned Commercial District" for the location of a utility substation be read for a second time, seconded by Mulcahy.

62 Councilman Eagan moved that Bill no. 9689 be read for a third time, seconded by Parson.

63 Motion carried and Bill No. 9689 was read for a third time and placed upon its passage.

64 On roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes,
65 Eagan yes, Caputa yes, Schildroth yes, and Mulcahy yes.

66 Whereupon the Chair declared Bill No. 9689 to have passed and become Ordinance No. 8699.

67 Councilman Caputa moved Bill No. 9690 an Ordinance to amend an existing B-5 “Planned
68 Commercial District” to allow for changes in the recorded development plan to include an addition,
69 exterior changes, and signage located at 3500 Patterson Road be read for a second time, seconded by
70 Siam.

71 Councilman Caputa moved that Bill no. 9690 be read for a third time, seconded by Manganelli.
72 Motion carried and Bill No. 9690 was read for a third time and placed upon its passage.

73 On roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes,
74 Eagan yes, Caputa yes, Schildroth yes, and Mulcahy yes.

75 Whereupon the Chair declared Bill No. 9690 to have passed and become Ordinance No. 8700.

76 Councilman Schildroth moved Bill No. 9691 an Ordinance authorizing the mayor of the City of
77 Florissant to enter into a program agreement for the federal funding for project number STP-5622 (603)
78 for the improvement of rue St. Denis street phase II be read for a second time, seconded by Caputa.

79 Councilman Caputa moved that Bill no. 9691 be read for a third time, seconded by Pagano.
80 Motion carried and Bill No. 9691 was read for a third time and placed upon its passage.

81 On roll call the Council voted: Pagano yes, Parson yes, Siam yes, Harris yes, Manganelli yes,
82 Eagan yes, Caputa yes, Schildroth yes, and Mulcahy yes.

83 Whereupon the Chair declared Bill No. 9691 to have passed and become Ordinance No. 8701.

84 The Chair stated the next item on the agenda was *Board Appointments*

85 Councilman Eagan moved to accept the Mayor’s appointment of Korey Winslow, 2085
86 Flamingo, to the Veterans Commission as a member from Ward 1 for a term expiring on 6/28/2024.
87 Seconded by Harris, motion carried and the appointment was made.

88 Councilman Eagan moved to accept the Mayor’s appointment of Owen Wiltrout, 812 Loekes, to
89 the Veterans Commission as a member from Ward 2 for a term expiring on 6/28/2024. Seconded by
90 Harris, motion carried and the appointment was made.

91 The Chair stated that the next item on the agenda was *Bills for First Reading*.

92 The Council as a whole introduced Bill No. 9692 an Ordinance re-adopting a procedure to
93 disclose potential conflict of interest and substantial interest for certain officials as set forth in title 1,
94 section 105.130 “Compliance with State Conflict of Interest” law in the Florissant Code of Ordinances
95 was read for the first time.

96 The Council as a whole introduced Bill No. 9693 an Ordinance authorizing the city of Florissant,
97 Missouri, to enter into a lease purchase agreement, as lessee, with BOKF, N.A., as lessor, to prepay
98 outstanding lease obligations of the city; and approving the execution of certain documents and
99 authorizing certain actions in connection therewith was read for the first time.

100 The Council as a whole introduced Bill No. 9694 an Ordinance authorizing an amendment to
101 Article XIV, “Miscellaneous Offenses” to prohibit bars on windows of commercial establishments was
102 read for the first time.

103 Councilman Parson introduced Bill No. 9695 an Ordinance authorizing an amendment to Article
104 XVII, “Residential Rental Real Estate” to prohibit short term rentals was read for the first time.

105 The next item on the Agenda was *Council Announcements*.

106 Councilman Parson reminded residents to be safe during the July 4th weekend and encouraged
107 them to watch the fireworks at the Eagan Center.

108 Councilman Schildroth wished everyone a happy and safe 4th of July.

109 Councilman Caputa reminded residents to lock up firearms in their homes and to join their
110 Neighborhood Watch. Mr. Caputa reminded residents that fireworks are not permitted in the city limits
111 of Florissant or within St. Louis County.

112 Councilman Eagan reminded residents to support TEAM food pantry during the summer. Mr.
113 Eagan stated the society bringing the St. Patrick’s Day Celebration to Florissant is holding a raffle on
114 Facebook and tickets are on sale now through Councilman Eagan. Finally, Mr. Eagan thanked all the
115 veterans who made the 4th of July Celebration possible.

116 Councilman Manganelli wished the residents a happy 4th of July and stated the Italian Festival
117 will be held October 21, 2022.


118 Councilman Harris congratulated the Beautiful Home Award winners. Mr. Harris announced that
119 Matt Sanders, champion for St. Baldrick’s, a food truck will be across from City Hall on Friday, July 2,
120 2021 from 4pm to 6pm and will be donating 10% of the sales to St. Baldrick’s.

121 The next item was *Mayor Announcements*.

Mayor Lowery reminded residents that fireworks are illegal in the City of Florissant and the Florissant Police Department will be out checking on fireworks being used in the city. He stated the concert on the 4th of July would be starting at 7:30pm with the Midnight Piano Band playing and the fireworks will start at 9:15pm. Mayor Lowery stated the Music Under the Stars taking place at St. Ferdinand Park would begin on July 10th through August the 28th starting at 7pm.

The Council President stated that the next regular City Council Meeting will be Monday, July 12, 2021 at 7:00 pm.

Councilman Siam moved to adjourn the meeting, seconded by Caputa. Motion carried. The meeting was adjourned at 7:30 p.m.



Karen Goodwin, MPPA/MMC/MRCC
City Clerk

The following Bills were signed by the Mayor:

Bill No. 9688	Ord. 8698
Bill No. 9689	Ord. 8699
Bill No. 9690	Ord. 8700
Bill No. 9691	Ord. 8701



CITY OF FLORISSANT
CITY COUNCIL
OPEN EXECUTIVE SESSION

June 28, 2021

The City Council of the City of Florissant met in open Executive Session on Monday, July 28th, 2021 at 6:30 pm. in the Council Chambers at 955 rue St. Francois, with President Schildroth presiding. On Roll Call the following Council members were present: Pagano, Parson, Siam, Harris, Manganelli, Eagan, Caputa, Schildroth and Mulcahy. Also present was Mayor Timothy Lowery, City Clerk Karen Goodwin and City Attorney John Hessel.

Kimberlee Johnson, Finance Director stated that there is an ordinance on the agenda to allow for the refinancing of the Certificates of Participation to take advantage of a lower interest rate and save the city a significant amount of money. She introduced Lorenzo Boyd from Stifel to provide more information.

Lorenzo Boyd also introduced Jason Terry from Gilmore Bell who is the City's bond counsel Michael Hickey from Lewis Rice. He stated that the savings from refinancing the COP's bond will amount to approximately \$26,000 a year. He stated that the rate would be locked in on July 12th, which is the next council meeting and approval of the ordinance and the loan would run through 2034.

There being no further business to discuss, Councilman Eagan motioned to adjourn, seconded by Manganelli. Motion carried and the meeting adjourned at 6:35 p.m.

Karen Goodwin
City Clerk

WHEREAS: On 12/11/2020 the Duchesne Council #2951 of The Knights of Columbus marked their 75th Anniversary as a Council. They were founded on December 11, 1945 at St Mary's Church in Bridgeton, and

WHEREAS: In 1951 the Council purchased the residence on Graham Rd in front of what now is Manion Park. In 1963 purchased several acres and the building next to the Old St Ferdinand Shrine, and

WHEREAS: The Council is rooted in its tradition of Charity, Unity, and Fraternity. Their Annual Tootsie Roll Drive helps the handicapped each year. Their Spring and Fall Meat Shoots provide the funds to help feed around 300 families a year at Easter, Thanksgiving, and Christmas, and

WHEREAS: Their grounds, now owned by their home association, The Duchesne Home Association of Florissant, has served as the major site for The Valley of Flowers Celebration each year, the Florissant Food Truck Knights events, and several cultural events that are held each year in the City of Florissant, and

WHEREAS: The Knights have always pitched in when called upon in service to the City of Florissant as well as the four Catholic Parishes that they serve, St Ferdinand, St Sabina, St Rose Philippine Duchesne, and Sacred Heart, and

WHEREAS: The Duchesne Council is family-oriented organization which is very active in support of those in need and has always been an important part of the community for all that they do and support.

NOW, THEREFORE, I, Timothy J. Lowery, MAYOR OF THE CITY OF FLORISSANT, MISSOURI, do hereby congratulate the Knights of Columbus Duchesne Council # 2951 on their 75th Anniversary and to sincerely thank them for their commitment and dedication to the community.

*In Witness Whereof I hereunto Set My Hand
And Cause To Be Affixed To The Seal Of The
City Of Florissant, Missouri, this 12th day of
July 2021.*

Mayor

- WHEREAS: Hazel Erby made history as the first African American woman elected to the St. Louis County Council and representative the constituents of District 1 from 2004 to 2019 which contained about 145,000 residents and would later resign from her position to take on another role as the Director of Diversity, Equity and Inclusion with St. Louis County Government, and*
- WHEREAS: Hazel Erby attended Lincoln University and Harris Stowe State University after graduating from Vashon High School, and*
- WHEREAS: She had been Executive Director for the Community Partnership for the Prevention of Drug and Substance Abuse, site Director for the Caring Communities Program at Barbara C. Jordan School in University City, and founder of TAP City Program in University City, the program that paired teenagers with senior citizens to assist the seniors with errands and chores, and*
- WHEREAS: She was also a member of the National Council of Negro Women and she was a board member of the Asthma and Allergy Foundation of America. She was the President of the Parent Teacher Organization and was also the Democratic Committeewoman of the University Township, and*
- WHEREAS: Her record includes playing a key role in the council's approval in 2018 of legislation establishing Standards for Minority Participation in county government contracts. She had spent years behind the scenes building consensus on the bill among contractors, activists and fellow council members, and*
- WHEREAS: Hazel Erby always represented her constituents on important matters without compromise and one never had to wonder where she stood on any issue.*

NOW, THEREFORE, I Timothy J. Lowery, Mayor of the City of Florissant, MO and members of the Florissant City Council wish to offer our sincere condolences and prayers to her family during this difficult time and do hereby declare July 12, 2021 Mrs. Hazel Erby Day.

*In Witness Whereof I hereunto Set My Hand
And Cause To Be Affixed The Seal Of The City
Of Florissant, Missouri, this 12th day of July
2021*

Timothy J. Lowery, Mayor

Council President – Keith Schildroth

CITY OF FLORISSANT

Public Hearing

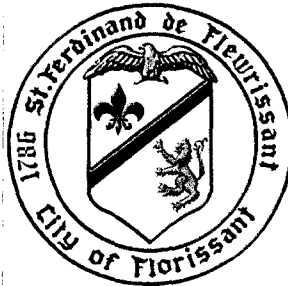


In accordance with 405.135 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, July 12, 2021 at 7:00 p.m. on the following proposition:

To approve the rezoning of 12895 New Halls Ferry from 'B-3' Extensive Business District to a 'B-5' Planned Commercial District for the location of a carryout, drive-through restaurant (Imo's). Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or email kgoodwin@florissantmo.com.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

APPLICATION TO THE CITY OF FLORISSANT PLANNING AND ZONING
COMMISSION TO AMEND THE PROVISIONS OF AN EXISTING B-5
PLANNED COMMERCIAL DISTRICT ORDINANCE



PLANNING & ZONING ACTION:

Address of Property:

12895 New Halls Ferry

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

Council Ward 8 Zoning 'B-5'

SIGN.

DATE:

6-21-21

Initial Date Petitioner Filed 6/1/21
Building Commissioner to complete
ward, zone & date filed

PETITION TO AMEND B-5 ORDINANCE #

Enter ordinance number or number requesting to amend.

1) Comes Now Parker IMG Real Estate LLC

(Individual's name, corporation, partnership, etc.)

Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As).

and states to the Planning and Zoning Commission that he (she) (they) has (have) the following legal interest in the tract of land located in the City of Florissant, State of Missouri, described on page 3 of this petition.

Legal interest in the Property property owner (under contract)

State legal interest in the property. (i.e., owner of property, lease); also submit copy of deed or lease or letter of authorization from owner to seek a special use.

A. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which the Permit is petitioned by giving bearings & distances (metes and bounds). Not required if description is identical to "B".

B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property drawn to a scale of 100 feet or less to the inch, referenced to a point easily located on the ground as street intersection, centerline of creek having a generally known name, etc., showing dimensions, bearings and distances of the property, north arrow and scale.

C. Acreage to nearest tenth of an acre of the property for which rezoning is petitioned .86

2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in a B-5 District and is presently being used for

Vacant, former used car sales, prior to used car; restaurant

State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) the following reasons to justify the amendment to the existing B-5 ordinance:
Property has been used as a restaurant use with drive through for many years. Property was recently rezoned to allow used car sales. Property is now vacant. Rezone to allow restaurant with pick up window.

List reason for the amendment request.

4. The petitioner(s) further states(s) that they (he) (she) can comply with all of the requirements of the City of Florissant, including setback lines and off-street parking.
5. The petitioner(s) further state(s) that they (he) (she) further represent(s) and warrants that they (he) (she) has (have) not made any arrangement to pay any commission, gratuity or consideration, directly or indirectly, to any official employee or appointee of the City of Florissant, with respect to this application.

PRINT PETITIONER'S NAME John Imo

Print Name

PETITIONER(S) SIGNATURE (S) _____

FOR Parker IMG Real Estate LLC

(company, corporation, partnership)

Print and sign application. If applicant is a corporation or partnership signature must be a CORPORATE OFFICER or PARTNER. NOTE: Corporate officer is an individual named in corporate papers.

6. I (we) hereby certify that (indicate one of the following):
- () I (we) have a legal interest in the herein above described property.
- () I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.

Petitioner may assign an agent to present petition to the Commission and Council. The agent must sign the petition in this section, and provide address and telephone number

SIGNATURE 

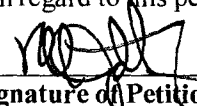
ADDRESS 7501 Big Bend St. Louis MO 631139

STREET CITY STATE ZIP CODE

TELEPHONE NUMBER 314-566-6004

BUSINESS
I (we) the petitioner (s) do hereby appoint Robert Jacknewitz as
Print name of agent.

my (our) duly authorized agent to represent me (us) in regard to this petition.


Signature of Petitioner(s) or Authorized Agent

NOTE: Be advised when the petitioner and/or his duly authorized agent appears before the Planning and Zoning Commission and make the presentation, the same individuals must also appear before the City Council for that presentation. Also if the descriptions of plats or surveys are incorrect, or if the petition form is not correctly and completely filled out it will be returned for corrections and may have to be re-submitted.

Please check the box for the appropriate type of operation then fill in applicable section (a), (b) or (c).
Corporations are to submit copy of Missouri corporate papers with registration papers.

1) Type of Operation: Individual: ☒ Partnership: ☐ Corporation: ☒

(a) If an individual:

- (1) Name and Address _____
- (2) Telephone Number _____
- (3) Business Address _____
- (4) Date started in business _____
- (5) Name in which business is operated if different from (1) _____
- (6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

- (1) Names & addresses of all partners _____
- (2) Telephone numbers _____
- (3) Business address _____
- (4) Name under which business is operated _____
- (5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

- (1) Names & addresses of all partners John Imo / 1317 Topping Rd St. Louis MO 63131
- (2) Telephone numbers 314-566-6004
- (3) Business address 7501 Big Bend Blvd St. Louis, MO 63119
- (4) State of Incorporation & a photocopy of incorporation papers MO
- (5) Date of Incorporation 5-11-2021
- (6) Missouri Corporate Number LC1786694
- (7) If operating under fictitious name, provide the name and date registered with the State of Missouri, and a copy of registration.
- (8) Name in which business is operated _____
- (9) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping information.

Please fill in applicable information requested.

Name Parker IMG Real Estate LLC

Address 2324 Hampton Ave St. Louis Mo 63139

Property Owner Mathes Family Limited Partnership

Location of property 12895 New Halls Ferry Road Florissant, MO 63033

Dimensions of property 180 x 210

Property is presently zoned B-5 per ordinance # _____

Current & Proposed Use of Property Vacant former used car lot / Carry out Restaurant

Type of Sign _____ Height 14

Type of Construction II-b Number Of Stories 1

Square Footage of Building 1568 Number of Curb Cuts 3 (existing to remain)

Number of Parking Spaces 53 provided / 9 Req Sidewalk Length existing to remain

Landscaping: No. of Trees 10 existing Diameter 6-16 "

No. of Shrubs 53 Size 18-24"

Fence: Type n/a Length _____ Height _____

PLEASE SUBMIT NINE (9) FOLDED COPIES OF THE FOLLOWING:

1. Plan or drawing showing zoning of adjoining properties.
2. Plan or drawing showing location of property in relation to major streets and all adjoining properties.
3. Drawing showing measurement of tract and overall area of tract.
4. Plan or drawing showing proposed parking layout, landscaping, parking lighting, signage and trash enclosure.

**PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS
PETITION**

(Close legal description with acreage to the nearest tenth of an acre).

Provide a legal description of the property. If part of a shopping center list address and state part of what shopping center (i.e.: 351 N. Highway 67 part of Florissant Meadows Shopping Center). If property is a single lot, list full written legal description with bearings and distances.

MOUS-PARK SHOPPING DISTRICT LOT B

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

Provide a drawing of a location map showing the nearest major intersection or include on plans.

See ATTACHED PLANS

STAFF CHECK LIST / REVIEW SHEET

ADDRESS OF PROPERTY 12895 New Halloway Farm CURRENT ZONING 'B-5' (No ord.)
 PROPERTY OWNER OF RECORD Mathes Family Partnership PHONE NO. _____
 AUTHORIZED AGENT _____ PHONE NO. _____
 PROPOSAL Drive-thru redevelopment - restaurant 1Mo's.

- 1) a. Uses - Are uses stipulated Yes/No
 b. What current District would this proposal be a permitted use: na
 c. Proposed uses for out lots: na

2) Performance Standards:

- a) Vibration: Is there any foreseen vibration problems at the property line? Yes/No
 b) Noises: Will the operation or proposed equipment exceed 70 decibels? Yes/No
 c) Odor is there any foreseen problem with odor? Yes/No
 d) Smoke: Will the operation emit any smoke which could exceed a density described as No. 1 on the Ringleman Chart? Yes/No
 e) Toxic gases: Is there any foreseen emission of toxic gases from the operation? Yes/No
 f) Is there foreseen emission of dirt, dust, fly ash, and other forms of particle matter? Yes/No
 g) Is there any dangerous amount of radiation produced from the operation? Yes/No
 h) Is there any glare or heat which would be produced outside of an enclosure? Yes/No
 i) Is screening of trash dumpsters, mechanical equipment, incinerators, etc, shown? Yes/No
 j) Is buildings screened from adjoining residential? Yes/No na

- 3) Are height of structures shown? Yes/No
 4) Are all setbacks shown? 40' from MHT. Yes/No
 5) Are building square footages shown? Yes/No ± 1586
 6) What is the exterior construction of the buildings? per 500.040 non-masonry
 7) Is off street loading shown? Yes/No
 8) Parking:
 a) Does parking shown meet the ordinance? Yes/No ?
 b) Is a variance required in accordance with the ordinance? Yes/No ?
 c) Ratio shown _____ to _____
 d) Total Number _____
 e) Will cross access and cross parking agreements be required? Yes/No exist.
 f) Is the parking lot adequately landscaped? Yes/No
 9) Are there any signs? Yes/No
 Number of signs shown 2
 Type of Signs wall
 Are sizes, heights, details, and setbacks shown? Yes/No
 10) Are existing and proposed contours shown at not more than five (5) feet intervals? Yes/No existing?
 11) Is the approximate location of all isolated trees having a trunk diameter of six inches or all tree masses and proposed landscaping shown? Yes/No

- 12) Are two section profiles through the site showing preliminary building form, existing natural grade and proposed final grade shown? Yes/No ☒ Yes ☒ No
- 13) Is proposed ingress/egress onto the site and internal traffic movements shown? Yes/No ☒ Yes ☒ No
- 14) Was a traffic study submitted?
Does the City Staff recommend a traffic study? Yes/No ☒ Yes ☒ No ?
- 15) Are preliminary plans for sanitation and drainage (sanitary & storm water) facilities shown? Yes/No ☒ Yes ☒ No existing?
- 16) Is a legal description of the property shown?
Does legal description appear to be proper? Yes/No ☒ Yes ☒ No
- 17) Is an out-boundary plat of the property submitted? Yes/No ☒ Yes ☒ No
- 18) Suggested time limitations of construction: Start _____ Finish 1 year ?
- 19) Is parking lot lighting shown? Yes/No ☒ Yes ☒ No
- 20) Are new walkways required? Yes/No ☒ Yes ☒ No
- 21) Is there sufficient handicapped access? Yes/No ☒ Yes ☒ No
- 22) a) Are there proposed curb-cuts?
b) Do the curb-cuts meet the City ordinances? Yes/No ☒ Yes ☒ No n/a
- 23) Will this project require any street improvements? Yes/No ☒ Yes ☒ No
- 24) Staff recommendations for site development plans: _____

25) Staff Comments: _____

6/7/21
Date Application reviewed

Philip E. Smith
Building Commissioner or Staff Signature

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CERTIFICATE OF ORGANIZATION

WHEREAS,

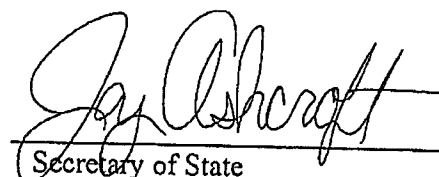
Parker IMG Real Estate, LLC
LC1786694

filed its Articles of Organization with this office on the 11th day of May, 2021, and that filing was found to conform to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, John R. Ashcroft, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do certify and declare that on 11th day of May, 2021, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

Effective Date: May 11, 2021

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, the 11th day of May, 2021.


Secretary of State





State of Missouri

John R. Ashcroft Secretary of State

Corporations Division
PO Box 778 / 600 W.Main St., Rm. 322
Jefferson City, MO 65102

LC1786694
Date Filed: 05/11/2021
John R. Ashcroft
Missouri Secretary of State

Articles of Organization

Reference Number SR326339

Receipt Number TR1328324

1. The name of the limited liability company is: Parker IMG Real Estate, LLC

2. The purpose(s) for which the limited liability company is organized:

To hold real estate and conduct any lawful business

3. The name and address of the limited liability company's registered agent in Missouri is:

Name Kim Myers

Address 800 N. 17th Street, Saint Louis, Missouri, 63106, United States

4. The address of its principal place of business is:

800 N 17th St, Saint Louis, Missouri, 63106, United States

5. The management of the limited liability company is vested in:

Member

6. The effective date of this document is the date it is filed by the Secretary of State of Missouri unless a future date is otherwise indicated:

5/11/2021

7. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual:

Perpetual

8. The name(s) and street address(es) of each organizer:

Name John Imo

Address 1317 Topping Rd, Saint Louis, Missouri, 63131, United States

In Affirmation thereof, the facts stated above are true and correct:

The undersigned believes the statements presented in this filing are true and correct to the best of their knowledge and belief, they are subject to the penalties provided under section 575.040 RSMo. for making a false declaration under Section 575.060 RSMo

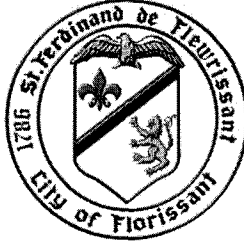
The undersigned agrees and represents that he/she is authorized to execute this document

Name John Imo

Title Organizer

Date 05/11/2021

1 **MEMORANDUM**



6 **CITY OF FLORISSANT**

7 To: Planning and Zoning Commissioners Date: June 17, 2021

8
9 From: Philip E. Lum, AIA-Building Commissioner cc: Todd Hughes, P.E.
10 Director of Public Works
11 Applicant
12 Deputy City Clerk
13 File
14

15 Subject: Request **recommended approval** of a Rezoning to a 'B-5' Planned Commercial
16 District, to allow for development of a carryout, drive-through restaurant located at **12895 New**
17 **Halls Ferry (Imo's)** in an existing 'B-3' Zoning District.
18

19 **STAFF REPORT**
20 **CASE NUMBER PZ-062121-2**

21
22
23 **PROJECT DESCRIPTION:**
24

25 The request before the commission is for recommended approval of a Rezoning to a 'B-5'
26 Planned Commercial District, to allow for development of a carryout, drive-through restaurant
27 located at **12895 New Halls Ferry (Imo's)** in an existing 'B-3' Zoning District.
28

29 See Plans dated 6/3/210 by V Three Studios, that include Cover Sheet, A002, A003, A004, A100,
30 A202A and A203.
31

32 **SURROUNDING PROPERTIES**

33 The property to the north is Miami Grill at 12895 New Halls Ferry I a 'B-5' District. The
34 property to the South is 12845 New Halls Ferry and the property to the West is 2926 Derhake,
35 both in a 'B-3' District.
36
37
38
39

40 **BUILDING DESIGN:**

41 The new building is proposed is 1568 square feet. The exterior of the building is
42 constructed of several non-masonry materials shown on A203.
43

44 **PARKING AND DRIVEWAYS:**

45 There are 28 parking spaces proposed with a total required of 25. The parking ordinance
46 requires stacking spaces only for Imo's and 4 Spaces total. Parking of 10% excess is
47 permitted without a parking study.
48

49 The parking of 6 cars is proposed in front of the front yard 40 foot setback, contrary to
50 the Parking Code 405.225 for 'B-5' new developments:
51

52 *"F. Supplementary Off-Street Parking And Loading Requirements. In addition to the*
53 *parking and loading requirements set forth herein, the following standards shall apply: ...*
54

55 *...6. In "B-5" Planned Commercial Districts, parking spaces and drive aisles*
56 *shall adhere to the minimum setbacks of the underlying zoning district."*
57

58 Traffic pattern is clearly identified with traffic arrows on C1.
59

60 **WALKWAYS:**

61 Proposed is a walk way that is shown around 3 sides of the building.
62

63 **LANDSCAPING:**

64 A100 shows compliance with the landscape ordinance in the chart for Planting
65 Requirements.
66
67

68 **STORMWATER AND SEWER CONCEPT:**

69 Concept grading and drainage are to remain existing. Topography is represented on
70 A100.
71
72

73 **SITE LIGHTING:**

74 A004 shows photometric of lighting the site. The Photometric drawing indicates that the
75 light levels will range well over 1 foot candles around the site with no abutting most
76 residential property. The highest intensity is directly below the lights and disperses over
77 the lot.
78

79 **SIGNAGE:**

80 The proposal includes areas for wall signs of less than 40 s.f. and there is no pole sign or
81 directional signs . Therefore, all signs conform to the dimensions and construction of
82 signs according to the Florissant Code
83

84 The petitioner has included warranty information on one of the exterior materials
85 information on Life Cycle of other materials proposed is needed for those proposed in
86 lieu of compliance with the masonry ordinance.

87
88 Note, there is a private road duly recorded with partial maintenance responsibilities of the
89 road belonging to this site's owner in an easement that runs with the land.

90
91 **STAFF RECOMENDATIONS:**

92
93 **SUGGESTED MOTION**
94 **12895 New Halls Ferry (Imo's)**

95
96 **I move for recommended approval** of a Rezoning to a 'B-5' Planned Commercial District, to
97 allow for development of a carryout, drive-through restaurant located at **12895 New Halls**
98 **Ferry** in an existing 'B-3' Zoning District, with the following conditions to be part of the record:
99

100
101 **1. PERMITTED USES**

102 The Uses permitted in this 'B-5' Planned Commercial District shall be limited
103 to a sit down, carry out, drive through restaurant as herein described and any
104 Uses allowed as Permitted Uses in the 'B-3' District.

105
106 **2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS**

107 The building shall be limited to a single story building with a total square
108 footage of approximately 1568 square feet. The main building shall not
109 exceed 16 feet in height. The building shall be constructed of as depicted on
110 the plans presented: Plans dated 6/3/210 by V Three Studios, that include
111 Cover Sheet, A002, A003, A004, A100, A202A and A203.

112
113 **3. PERFORMANCE STANDARDS**

114 Uses within this 'B-5' Planned Commercial District identified herein shall
115 conform to the most restrictive performance standards as set forth in Article
116 VII of the Florissant Zoning Code.

117
118
119 **5. FINAL SITE DEVELOPMENT PLAN GENERAL CRITERIA**

120 The above Final Site Development Plan shall include the following:

- 121
122 a. Location and size, including height of building, landscaping and general use
123 of the building.
124
125 b. Gross square footage of building.
126
127 c. Existing and proposed roadways, drives, and sidewalks on and adjacent to
128 the property in question.
129
130 d. Location and size of parking areas and internal drives.

- 131
132 e. Building and parking setbacks.
133
134 f. Curb cut locations.
135
136 g. Existing proposed contours at intervals of not more than two (2) feet.
137
138 h. Preliminary storm water and sanitary sewer facilities.
139
140 I. Identification of all applicable cross-access and cross-parking agreements.
141

142 6. **FINAL SITE DEVELOPMENT PLAN CRITERIA**

143 The above Final Site Development Plan shall adhere to the following specific
144 design criteria:
145

146 a. Structure Setbacks.

- 147 (1) No building, excluding **retaining walls less than 2' ht.** and light
148 standards shall be located within forty (40) feet of the right-of-way.
149 (2) The setbacks shall be as approved by the Planning and Zoning
150 Commission.
151

152 b. Parking, Loading and Internal Drives Setbacks.

- 153 (1) Parking, loading spaces, internal drives and roadways shall be located
154 in accordance with drawings attached.
155 (2) All of the setbacks for the Preliminary Development Plan are approved
156 but may be modified with the approval of the Planning and Zoning
157 Commission. **(front setback shall be adjusted in the Final**
158 **Development Plan to 40' from 45'.**
159

160 c. Minimum Parking/Loading Space Requirements.

- 161 (1) Parking regulations shall be as required by 405.225 of the Florissant
162 Zoning Code, except as otherwise varied herein. There shall be a
163 minimum of **28** parking spaces. Parking spaces shall comply with the
164 Florissant parking requirements.
165

166 d. Road Improvements, Access and Sidewalks.

- 167 (1) St. Louis County Department of Highways shall approve any new
168 work in the right-of-way. The property owner shall comply with all
169 requirements for roadway improvements as specified by the Director
170 of Public Works and St. Louis County Department of Highways in
171 approving new work.
172

173 e. Lighting Requirements.

174 Lighting of the property shall comply with the following standards and
175 requirements:
176

- 177 (1) All site lighting shall be as shown in accordance with the lighting plan
178 A004 attached.
179 (2) The maximum height of any new lights, including base, light fixture
180 and light standard, shall be 25 feet above grade.
181 (3) All lot lighting shall be directed downward and inward to reduce glare
182 onto the adjacent properties and roads.
183

184 f. Sign Requirements.
185

- 186 (1) All signage shall comply with the City of Florissant sign ordinance.
187

188 g. Landscaping and Fencing.
189

- 190 (1) Landscaping shall be in accordance with the landscaping plan marked
191 A100, except as amended herein.
192 (2) The new grass areas and new landscaped areas shall have a fully
193 operation underground irrigation system.
194 (3) Any modifications to the landscaping plan shall be reviewed and
195 approved by the Planning and Zoning Commission.
196

197 h. Storm Water.
198

199 Storm Water and drainage facilities shall comply with the following
200 standards and requirements:
201

- 202 (1) Written approval of any required below ground storm water detention
203 by the Metropolitan St. Louis Sewer District shall be filed with the
204 Department of Public Works.
205 (2) The Director of Public Works shall review the storm water plans to
206 assure that storm water flow will have no adverse affect the
207 neighboring properties or roads.
208

209 i. Miscellaneous Design Criteria.
210

- 211 (1) All applicable parking, circulation, sidewalks, and all other site design
212 features shall comply with the Florissant City Code.
213 (2) The minimum yard requirements shall be as set forth in the City Code
214 for the 'B-5' Planned Commercial District.
215 (3) All dumpsters shall be contained within a trash enclosure constructed
216 of material to match the building with gates that are solid metal, metal
217 reinforced vinyl or metal picket type with a maximum spacing of the
218 pickets of 2 inches. The trash enclosure shall be located as shown on
219 A100
220 (5) All storm water and drainage facilities shall be constructed, and all
221 landscaping shall be installed, prior to occupancy of the building,
222

223 unless remitted by the Director of Public Works due to weather related
224 factors.

225
226 (6) All mechanical equipment shall be roof mounted and screened from
227 view by the building parapet walls. All electrical equipment shall be
228 properly screened with landscaping as required by section 405.245 of
229 the Florissant Municipal Code.

230
231 (7) Unless and except to the extent otherwise specifically provided herein,
232 the Final Site Development Plan shall comply and be in accordance
233 with all other ordinances of the City of Florissant.

234
235 **(8) Exterior materials shall be as shown on drawing A202A and A203.**

236
237 **7. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:**

238 Any changes to the approved plans attached hereto must be reviewed by the
239 Building Commissioner. The Building Commissioner must make a determination
240 as to the extent of the changes per the following procedure:

- 241
242 1. The property owner or designate representative shall submit in writing a
243 request for an amendment to the approved plans. The Building
244 Commissioner shall review the plans for consistency with the purpose and
245 content of the proposal as originally or previously advertised for public
246 hearing and shall make an advisory determination.
- 247 2. If the Building Commissioner determines that the requested amendment is
248 not consistent in purpose and content with the nature of the purpose as
249 originally proposed or previously advertised for the public hearing, then
250 an amendment to the special use permit shall be required and a review
251 and recommendation by the planning and zoning commission shall be
252 required and a new public hearing shall be required before the City
253 Council.
- 254 3. If the Building Commissioner determines that the proposed revisions are
255 consistent with the purpose and content with the nature of the public
256 hearing then a determination of non-necessity of a public hearing shall be
257 made.
- 258 4. Determination of minor changes: If the Building Commissioner
259 determines that an amendment to the special use permit is not required
260 and that the changes to the plans are minor in nature the Building
261 Commissioner may approve said changes.
- 262 5. Determination of major changes: If the Building Commissioner
263 determines that an amendment to the 'B-5' is not required but the changes
264 are major in nature, then the owner shall submit an application for review
265 and approval by the Planning and Zoning commission.

266
267 **12. VERIFICATION PRIOR TO OCCUPANCY PERMIT**

268 Submit Final Development Plan for approval prior to recording per City Code
269 Section 405.135.
270

271 **13. GENERAL DEVELOPMENT CONDITIONS.**

272 a. Unless, and except to the extent, otherwise specifically provided herein,
273 development shall be effected only in accordance with all ordinances of
274 the City of Florissant.
275

276 b. The Department of Public Works shall enforce the conditions of this
277 ordinance in accordance with the Final Site Development Plan approved
278 by the Planning & Zoning Commission and all other ordinances of the
279 City of Florissant.
280

281 **7. PROJECT COMPLETION.**

282 Construction shall start within **60** days of the issuance of building
283 permits, and the development shall be completed in accordance of the final
284 development plan within **365** days from start of construction.
285

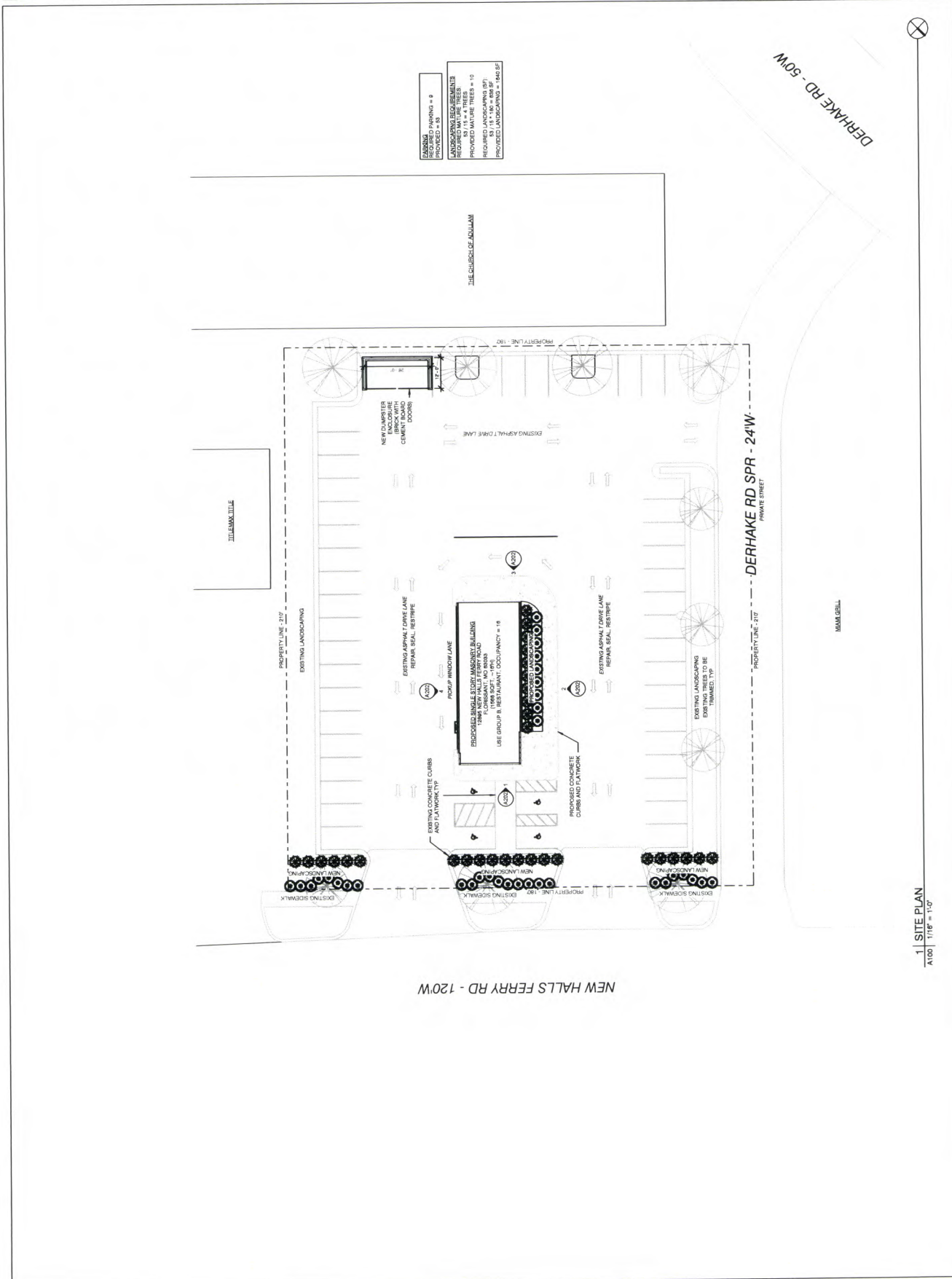
General Contractor: MORRISON BROS.
 2725 N. 1ST STREET
 CARLEVILLE, IL 60007
 815.486.1100
 Civil Engineer: JEFF BLUM
 2725 SUTTON BLVD.
 ST. LOUIS, MO 63108
 314.285.1453
 Structural Engineer: BRIAN FORBEE
 2725 SUTTON BLVD.
 ST. LOUIS, MO 63108
 314.285.1453
 Electrical Engineer: FREDERICK MALCOLM, P.E.
 8608 N. CLEARVIEW RD.
 ST. LOUIS, MO 63120
 314.285.1453

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IMOS FLORISSANT
 GROUND-UP BUILDING
 12895 NEW HALLS FERRY RD
 FLORISSANT, MO 63033

No.	Description	Date
1	REVISION: PRELIMINARY	08/20/2021

SITE PLAN
 Project Number: 190118
 Revision: 1/3
 Date: 08/20/2021
A100



1 | SITE PLAN
 A100 | 1/16" = 1'-0"



General Contractor:	MORRISON BROS. CONSTRUCTION 811 S. 3 RD STREET CASSIOWAY, MO 65228 1-816-394-8021
Civil Engineer:	JEFF BLUM DOERING ENGINEERING 5030 GRIFFIN RD. ST. LOUIS, MO 63128 1-314-487-2613
Structural Engineer:	BRIAN FORSEE FRONTENAC ENGINEERING GROUP, INC. 2726 SUTTON BLVD. ST. LOUIS, MO 63143 1-314-263-7332
Electrical Engineer:	FREDDIE MALICOT, P.E. MALICOT-TWINCLOW 5649 N. CLEARVIEW RD. COLUMBIA, MO 65202

The Professional Architect's seal affixed to this sheet is valid only for the material and items shown on this sheet. All drawings, instruments or other documents not exhibiting this seal shall not be considered prepared by this architect, and this architect expressly disclaims any and all responsibility for such plans, drawings or documents not exhibiting this seal.

IMOS FLORISSANT

No.	Description	Date
1.	REZONING APPLICATION	06-03-2021

boat tide

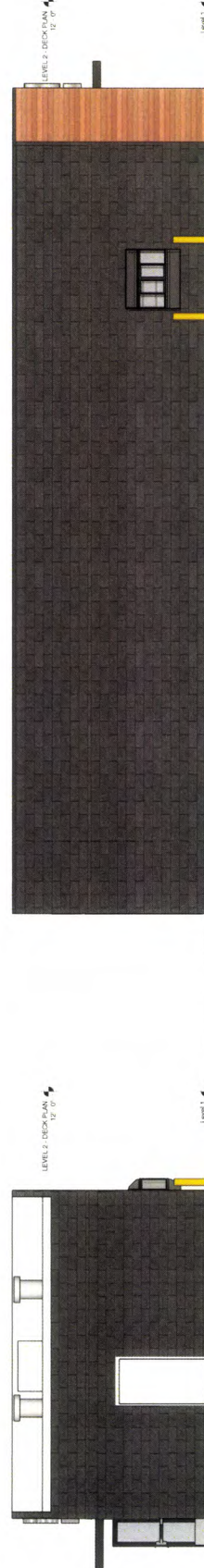
BUILDING
ELEVATIONS

Project Number: 9012
 Drawn By: 3
 Issue Date: 03/03/2021



1 NORTHEAST ELEVATION
202 1/4" = 1'-0"

2 NORTHWEST ELEVATION
1/4" = 1'-0"



3 SOUTHWEST ELEVATION

4 SOUTHEAST ELEVATION

CITY OF FLORISSANT

Public Hearing

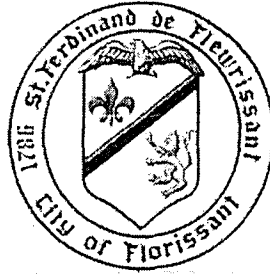


In accordance with 405.135 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, July 12, 2021 at 7:00 p.m. on the following proposition:

To authorize an amendment to an existing 'B-5' to allow for a sit-down, carry-out restaurant located at 3234 Parker (Healthy Habits Nutrition). Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or email kgoodwin@florissantmo.com.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

Application to the City of Florissant Planning & Zoning Commission (P&Z) to
Establish a 'B-5' Planned Commercial District (Re-Zoning) or to Amend the
Provisions of an Existing 'B-5' Ordinance



PLANNING & ZONING ACTION:

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

Address of Property:

3236 Parker Road

Council Ward 8 Zoning B-5'

SIGN. [Signature]

DATE: 6-21-21

Initial Date Petitioner Filed 6/9/21
(Staff to complete Ward, Zoning & Date filed)

PETITION TO REZONE OR AMEND CONDITIONS OF A 'B-5' PLANNED COMMERCIAL DISTRICT
ORDINANCE # _____

Enter ordinance number or number(s) if requesting to amend.

1) Comes Now Healthy Habits Nutrition

(Individual's name, corporation, partnership, etc.)

Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As).

and states to the Planning and Zoning Commission that he (she) (they) has (have) the following legal
interest in the tract of land located in the City of Florissant, State of Missouri, described in this petition.

Legal interest in the Property lease

State legal interest in the property. (i.e., owner of property, lease); also submit copy of deed or lease or letter of
authorization from owner to sponsor such a bill.

- A. The petitioner (s) hereby states that he (she) (they) is (are) submitting a description of the property for which
the Permit is petitioned, by giving bearings & distances (metes and bounds). Not required if legal description
is found identical on requirements of "B".
- B. The petitioner (s) hereby states that he (she) (they) is (are) submitting a survey or plat of the property drawn
to a scale of 100 feet or less to the inch, referenced to a point easily located on the ground as street
intersection, centerline of creek having a generally known name, etc., showing dimensions, bearings and
distances of the property, north arrow and scale.
- C. Acreage to nearest tenth of an acre of the property for which 'B-5' is proposed _____
2. The petitioner(s) hereby further state(s) that the property herein described in this petition is presently zoned in
a 'B-5' District and is presently being used as Nutrition Club

State current use of property, (or, state: vacant).

3. The petitioner(s) hereby state(s) the following reasons to justify this 'B-5' petition: To sell
smoothie and other health supplements
List reason for this request, i.e. "to allow for..."

4. The petitioner(s) further states(s) that they (he) (she) can comply with all of the requirements of the City of Florissant, including setback lines and off-street parking.

5. The petitioner(s) further state(s) that they (he) (she) further represent(s) and warrants that they (he) (she) has (have) not made any arrangement to pay any commission, gratuity or consideration, directly or indirectly, to any official employee or appointee of the City of Florissant, with respect to this application.

PRINT PETITIONER'S REPRESENTATIVE Brian Wynn brianwynn43@gmail.com
Print Name Email address

PETITIONER(S) SIGNATURE (S) Brian Wynn
FOR Healthy Habits Nutrition
(company, corporation, partnership)

Print and sign application. If applicant is a corporation or partnership signature must be a CORPORATE OFFICER or PARTNER. NOTE: Corporate officer is an individual named in corporate papers.

6. I (we) hereby certify that (indicate one of the following):
() I (we) have a legal interest in the herein above described property.
() I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.

Petitioner may assign an agent to present this petition to the Planning & Zoning Commission and Council. The agent must be approved by the owner to present the petition in this section, and provide address and telephone number

NAME _____
Name of Petitioner(s) Authorized Agent, Firm Name

ADDRESS _____
STREET CITY STATE ZIP CODE

PHONE _____
BUSINESS

I (we) the petitioner (s) do hereby appoint _____ as
Print name of agent. Email address
my (our) duly authorized agent to represent me (us) in regard to this petition.

Signature of Petitioner(s) or Authorized Agent

NOTE: Be advised when the petitioner and/or his duly authorized agent appears before the Planning and Zoning Commission and make the presentation, the same individuals must also appear before the City Council for that presentation. Also if the descriptions of plats or surveys are incorrect, or if the petition form is not correctly and completely filled out it will be returned for corrections and may have to be re-submitted.

Please check the box for the appropriate type of operation then fill in applicable section (a), (b) or (c).
Corporations are to submit copy of Missouri corporation registration.

1) Type of Operation: Individual: ☒ Partnership: ☐ Corporation: ☐

(a) If an individual:

- (1) Name and Address Healthy Habits Nutrition LLC
(2) Phone Number 314 736-1114 Email healthyhabits1@gmail.com
(3) Business Address 3234 Parker Road Florissant, MO 63033
(4) Date started in business 1/2017
(5) Name in which business is operated if different from (1) None
(6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

- (1) Names & addresses of all partners _____
(2) Phone Number _____ Email _____
(3) Business address _____
(4) Name under which business is operated _____
(5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

- (1) Names & addresses of all partners _____
(2) Phone Number _____ Email _____
(3) Business address _____
(4) State of Incorporation & a photocopy of incorporation papers _____
(5) Date of Incorporation _____
(6) Missouri Corporate Number _____
(7) If operating under fictitious name, provide the name and date registered with the State of Missouri, and a copy of registration. _____
(8) Name in which business is operated _____
(9) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping information.

Please fill in applicable information requested.

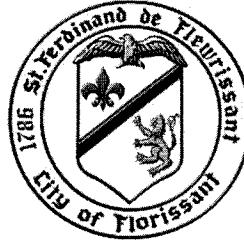
Name Healthy Habits Nutrition
Address 3234 Parker Road
Property Owner Mo Mangal
Location of property Parker Road & Waterford
Dimensions of property _____
Property is presently zoned B-5 per ordinance # _____
Current & Proposed Use of Property Nutrition Club / Smoothies
Type of Sign _____ Height _____
Type of Construction _____ Number Of Stories _____
Square Footage of Building _____ Number of Curb Cuts _____
Number of Parking Spaces _____ Sidewalk Length _____
Landscaping: No. of Trees _____ Diameter _____
No. of Shrubs _____ Size _____
Fence: Type _____ Length _____ Height _____

PLEASE SUBMIT NINE (10) FOLDED COPIES OF THE FOLLOWING:

Please provide one letter sized copy of all documents submitted for the overhead projector, presentation boards discouraged.

1. Plan or drawing showing zoning of adjoining properties.
2. Plan or drawing showing location of property in relation to major streets and all adjoining properties.
3. Drawing showing measurement of tract and overall area of tract.
4. Plan or drawing, to scale, showing proposed parking layout, landscaping, parking lighting, signage and trash enclosure.

1 **MEMORANDUM**



7 **CITY OF FLORISSANT**

8 *"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant;
9 while at the same time maintaining property values and improving the quality of life in the City of Florissant."*

10 To: Planning and Zoning Commissioners Date: June 17, 2021

11 From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
12 Director Public Works
13 Deputy City Clerk
14 Applicant
15 File

16 Subject: Request **recommended approval to amend the conditions of a 'B-5'** for
17 a Sit-down, carry-out restaurant at **3234 Parker (Healthy Habits**
18 **Nutrition)** in a 'B-5' Planned Commercial District.
19

20 **STAFF REPORT**
21 **CASE NUMBER PZ-062121-3**

22
23
24 **I. PROJECT DESCRIPTION:**

25 This is a request for recommended approval **to amend the conditions of a 'B-5'** for a
26 Sit-down, carry-out restaurant at **3234 Parker (Healthy Habits Nutrition)** in a 'B-5'
27 Planned Commercial District.
28

29 Refer to Plans submitted drawings 1-12 dated 8/12/16 by Eric Fick, attached. The
30 drawings include a site location map and food service plans.
31

32
33 **II. SITE CONDITIONS:**

34
35 The existing property at 147 Flower Valley formerly housed a health offices space. The
36 original property was 20'x 60'. The site contains 474 parking spaces.
37

38 The design is proposed to be remodeled to incorporate 45 customers plus staff.
39

40 **III. SURROUNDING PROPERTIES:**

41
42 The properties adjacent are 3220 Parker an Oral Surgeon and a vacant property at 3254
43 Parker both in a B-5 Zoning District. This and surrounding properties were annexed into
44 the City as a 'B-5' Planned Commercial District, without a City Ordinance.
45

46
47 **IV. STAFF ANALYSIS:**

48 Staff advised the operator of a Nutrition Club to obtain an amendment to allow for this
49 Use even though the lion's share of the business is Meal Planning and other activities, the
50 serving of healthy food and smoothies is a minor portion of the business as illustrated by
51 a breakdown of income submitted.
52

53 Sheet 2 submitted shows customer seating area with a total customer count of 45 max
54 persons. The furnishings plan shows 10 chairs, however, the number of patrons max is
55 identified.
56

57 The new plan would not affect total parking much since there are only 10 stools at the
58 smoothie bar, =
59

60 **VI. STAFF RECOMMENDATIONS:**

61
62 **Suggested Motion for Recommended Approval for 3234 Parker (Healthy Habits**
63 **Nutrition).**
64

65 I move to **Recommended Approval to amend the conditions of a 'B-5'** for a Sit-down,
66 carry-out restaurant at **3234 Parker (Healthy Habits Nutrition)** in a 'B-5' Planned
67 Commercial District, subject to the following conditions to be part of the record:
68

- 69 1. Add to Permitted Uses, a sit down carryout restaurant at 3234 Parker for Healthy
70 Habits Nutrition as depicted on the attached plans. Any amendment to the Use,
71 arrangement or plans is subject to a 'B-5' Amendment.
72 2. The project shall be as shown on 1 through 12 dated 8/12/16 by Eric Fick,
73 attached.
74

75 Since this property is zoned 'B-5' without a City ordinance, the recommendation includes
76 incorporation of typical 'B-5' language:
77

78 **1. PERMITTED USES**

79
80 The use permitted in this B-5 Planned Commercial District shall be limited to
81 those permitted in a 'B-3' Extensive Business District, without a Special Use
82 Permit and the following Uses:
83

- 84 a. a sit down carryout restaurant at 3234 Parker for Healthy Habits Nutrition
85 as depicted on the attached plans. Any amendment to the Use,

arrangement or plans is subject to a 'B-5' Amendment as shown on drawings 1 through 12 dated 8/12/16 by Eric Fick, attached.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

The building shall be limited to a single story building with a total square footage of approximately 9900 square feet. The main building shall not exceed 22 feet in height. The building shall be constructed of as depicted on the plans presented and approved by the Planning & Zoning Commission by Idea Architects, dated

3. PERFORMANCE STANDARDS

Uses within this B-5 Planned Commercial District identified herein shall conform to the most restrictive performance standards as set forth in Article VII of the Florissant Zoning Code.

5. FINAL SITE DEVELOPMENT PLAN GENERAL CRITERIA

The above Final Site Development Plan shall include the following:

- a. Location and size, including height of building, landscaping and general use of the building.
- b. Gross square footage of building.
- c. Existing and proposed roadways, drives, and sidewalks on and adjacent to the property in question.
- d. Location and size of parking areas and internal drives.
- e. Building and parking setbacks.
- f. Curb cut locations.
- g. Existing proposed contours at intervals of not more than two (2) feet.
- h. Preliminary storm water and sanitary sewer facilities.
- I. Identification of all applicable cross-access and cross-parking agreements.

6. FINAL SITE DEVELOPMENT PLAN CRITERIA

132 The above Final Site Development Plan shall adhere to the following
133 specific design criteria:
134

135 a. Structure Setbacks.
136

- 137 (1) No building, excluding retaining walls and light standards shall be
138 located within forty (40) feet of the right-of-way of North Highway 67.
139 (2) The setbacks shall be as approved by the Planning and Zoning
140 Commission.
141

142 b. Parking, Loading and Internal Drives Setbacks.
143

- 144 (1) Parking, loading spaces, internal drives and roadways shall be located
145 in accordance with the plans approved by the Planning & Zoning
146 Commission by Idea Architects.
147 (2) All of the setbacks shall be consistent with the Zoning Code, but may
148 be modified with the approval of the Planning and Zoning
149 Commission.
150

151 c. Minimum Parking/Loading Space Requirements.
152

- 153 (1) Parking regulations shall be as required by 405.225 of the Florissant
154 Zoning Code, except as otherwise varied herein. There shall be a
155 minimum of 46 parking spaces. Parking spaces shall comply with the
156 Florissant parking requirements.
157

158 d. Road Improvements, Access and Sidewalks.
159

- 160 (1) The Director of Public Works, the Missouri Department of
161 Transportation (MODOT) and St. Louis County Department of
162 Highways shall approve any new work in the North Highway 67 right-
163 of-way. The property owner shall comply with all requirements for
164 roadway improvements as specified by the Director of Public Works
165 and MODOT in approving new work.
166

167 e. Lighting Requirements.
168

169 Lighting of the property shall comply with the following standards and
170 requirements:
171

- 172 (1) All site lighting shall be compliant with the regulations of the City of
173 Florissant.
174 (2) The maximum height of any lights, including base, light fixture and
175 light standard, shall be 25 feet above grade.
176 (3) All lot lighting shall be directed downward and inward to reduce glare
177 onto the adjacent properties and roads.

178
179 f. Sign Requirements.
180

- 181 (1) All other signage shall comply with the City of Florissant sign
182 ordinance.
183

184 g. Landscaping and Fencing.
185

- 186 (1) Landscaping shall be in accordance with the landscaping requirements
187 of City of Florissant landscape and screening ordinance.
188 (2) Any modifications to the landscaping plan shall be reviewed and
189 approved by the Planning and Zoning Commission.
190

191 h. Storm Water.
192

193 Storm Water and drainage facilities shall comply with the following standards
194 and requirements:
195

- 196 (1) Written approval of any required below ground storm water detention
197 by the Metropolitan St. Louis Sewer District shall be filed with the
198 Department of Public Works.
199
200 (2) The Director of Public Works shall review the storm water plans to
201 assure that storm water flow will have no adverse effects on the
202 neighboring properties or roads.
203

204 i. Miscellaneous Design Criteria.
205

- 206 (1) All applicable parking, circulation, sidewalks, and all other site design
207 features shall comply with the Florissant City Code.
208
209 (2) The minimum yard requirements shall be as required by the City of
210 Florissant Zoning Code.
211
212 (3) All dumpsters shall be contained within a trash enclosure constructed
213 of material complimentary to the building with gates that are solid
214 metal, metal reinforced vinyl or metal picket type with a maximum
215 spacing of the pickets of 2 inches. The trash screen shall be located in
216 the Southeast corner of the property as it is existing.
217
218 (5) All storm water and drainage facilities shall be constructed, and all
219 landscaping shall be installed, prior to occupancy of the building,
220 unless remitted by the Director of Public Works due to weather related
221 factors.
222

(6) All mechanical equipment shall be roof mounted and screened from view by the building parapet walls. All electrical equipment shall be properly screened with landscaping as required by section 405.245 of the Florissant Municipal Code.

(7) Unless and except to the extent otherwise specifically provided herein, the Final Site Development Plan shall comply and be in accordance with all other ordinances of the City of Florissant.

7. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:

Any changes to the approved plans attached hereto must be reviewed by the Building Commissioner. The Building Commissioner must make a determination as to the extent of the changes per the following procedure:

1. The property owner or designate representative shall submit in writing a request for an amendment to the approved plans. The building commissioner shall review the plans for consistency with the purpose and content of the proposal as originally or previously advertised for public hearing and shall make an advisory determination.
2. If the building commissioner determines that the requested amendment is not consistent in purpose and content with the nature of the purpose as originally proposed or previously advertised for the public hearing, then an amendment to the special use permit shall be required and a review and recommendation by the planning and zoning commission shall be required and a new public hearing shall be required before the City Council.
3. If the building commissioner determines that the proposed revisions are consistent with the purpose and content with the nature of the public hearing then a determination of non-necessity of a public hearing shall be made.
4. Determination of minor changes: If the building commissioner determines that an amendment to the special use permit is not required and that the changes to the plans are minor in nature the Building Commissioner may approve said changes.
5. Determination of major changes: If the Building Commissioner determines that an amendment to the 'B-5' is not required but the changes are major in nature, then the owner shall submit an application for review and approval by the Planning and Zoning commission.

12. VERIFICATION PRIOR TO OCCUPANCY PERMIT

Submit Final Development Plan for approval prior to recording per City Code Section 405.135.

13. GENERAL DEVELOPMENT CONDITIONS.

267 a. Unless, and except to the extent, otherwise specifically provided herein,
268 development shall be effected only in accordance with all ordinances of
269 the City of Florissant.

270
271 b. The Department of Public Works shall enforce the conditions of this
272 ordinance in accordance with the Final Site Development Plan approved
273 by the Planning & Zoning Commission and all other ordinances of the
274 City of Florissant.

275
276

277 **7. PROJECT COMPLETION.**

278

279 Construction shall start within 60 days of the issuance of building permits, and
280 the development shall be completed in accordance of the final development
281 plan within 180 days from start of construction.

282

283 (end of Suggested Motion and report)

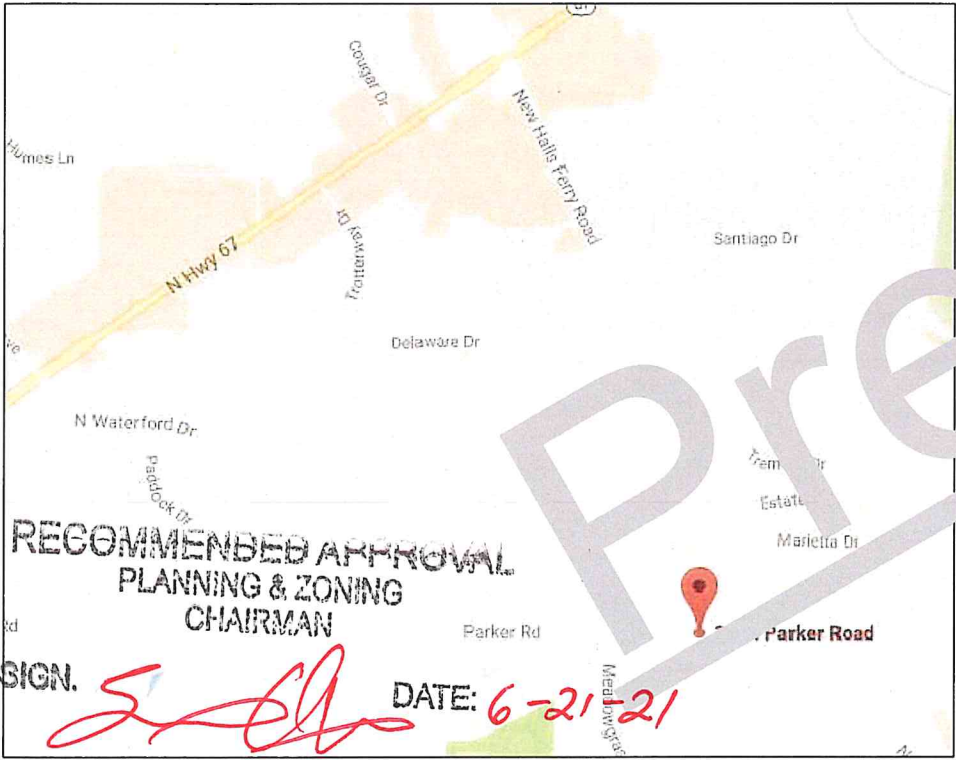
Healthy Habits

3234 Parker Rd, Florissant, MO 63033

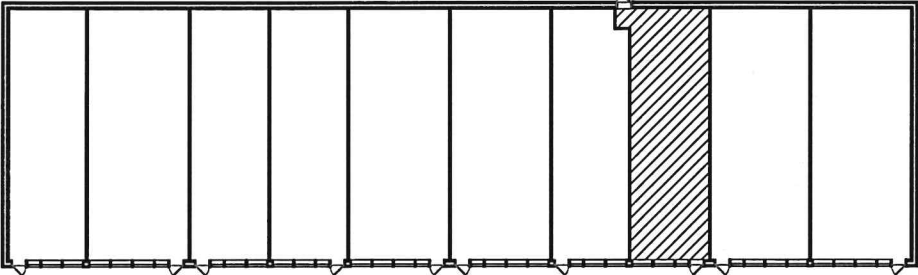
Table Of Contents

- 1. Cover Page
- 2. Overview Floorplan
- 3. Reflected Ceiling Plan & 3D Plumbing Layout
- 4. Food Service Area Detail Plan & Elevation
- 5. Schedules: Finish, Lighting, Plumbing, & Equipment
- 6-12 Specification Sheets
- Attachment: Menu

Locator Map



Unit Location



Eric Fick
6079 Country Creek Dr
House Springs, MO 63051

Healthy Habits
3234 Parker Rd
Florissant, MO 63033

PROJECT #
DATE: 08/12/16
REVISION DATES:

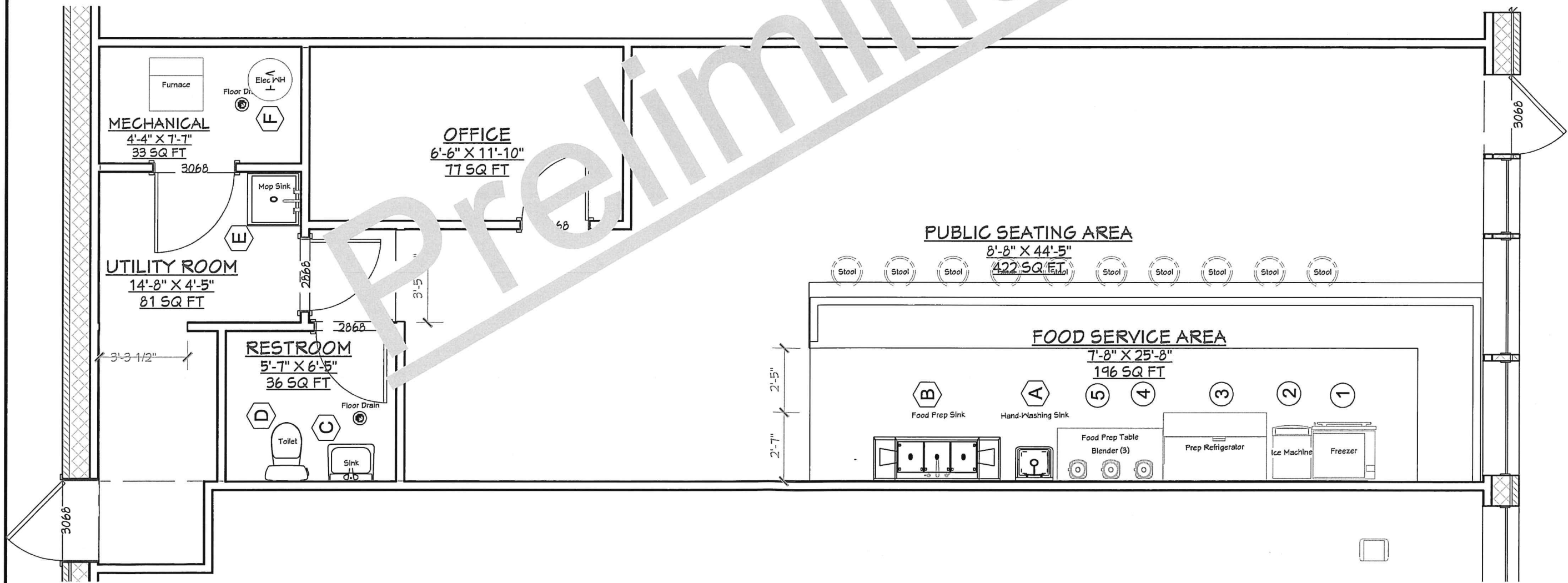
SEAL IF REQUIRED

DRAWN BY: E.J.F.

1
12

FIXTURE/ PLUMBING KEY

- ① Freezer
 ② Ice Machine
 ③ Freezer Top
 ④ Prep Table
 ⑤ Blender(s)
- A Hand-washing Sink
 B Food Prep Sink
 C Lav Sink
 D Toilet
 E Mop Sink
 F Water Heater



NEW FLOOR PLAN

SCALE: 1/4" = 1'-0"

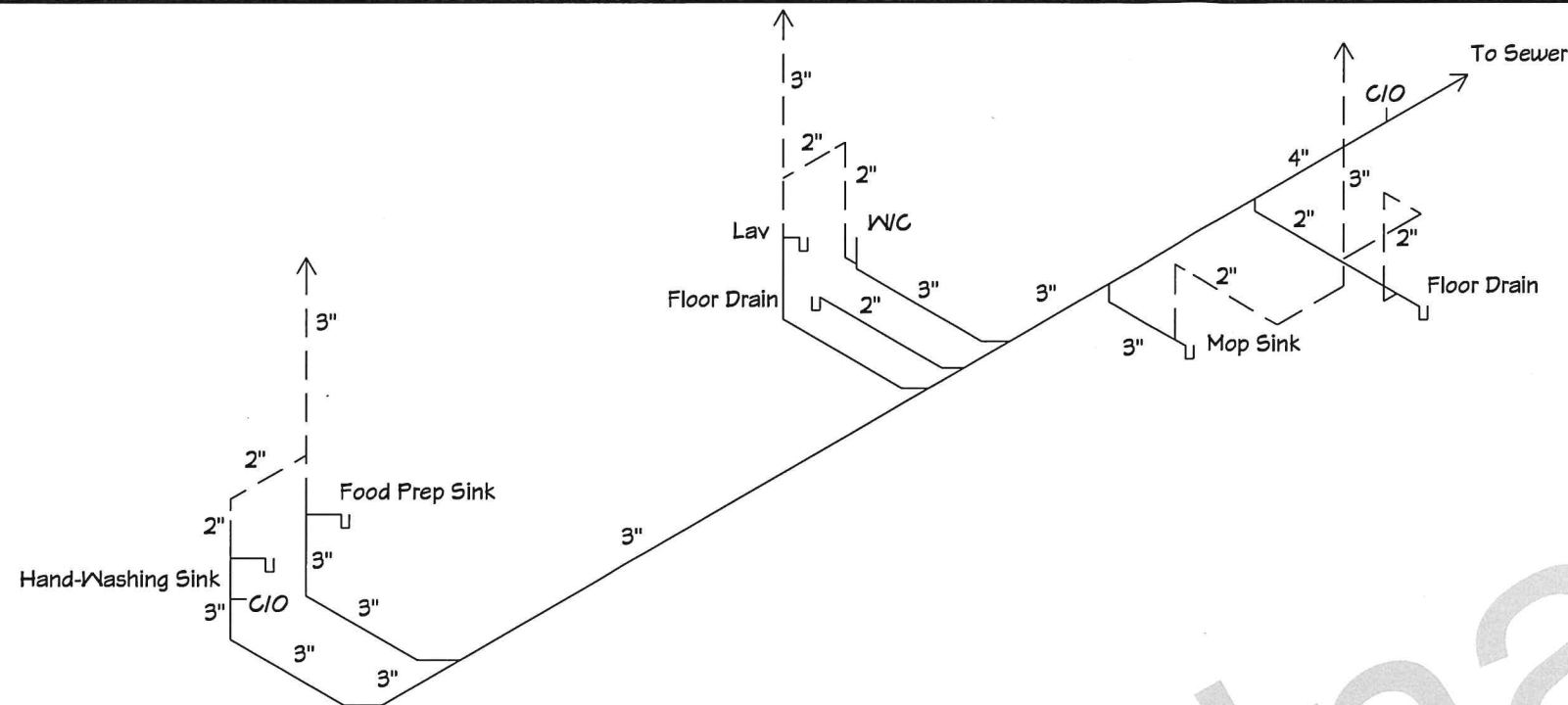
Eric Fick
 6079 Country Creek Dr
 House Springs, MO 63051

Healthy Habits
 3234 Parker Rd
 Florissant, MO 63033

PROJECT #
 DATE: 08/12/16
 REVISION DATES:

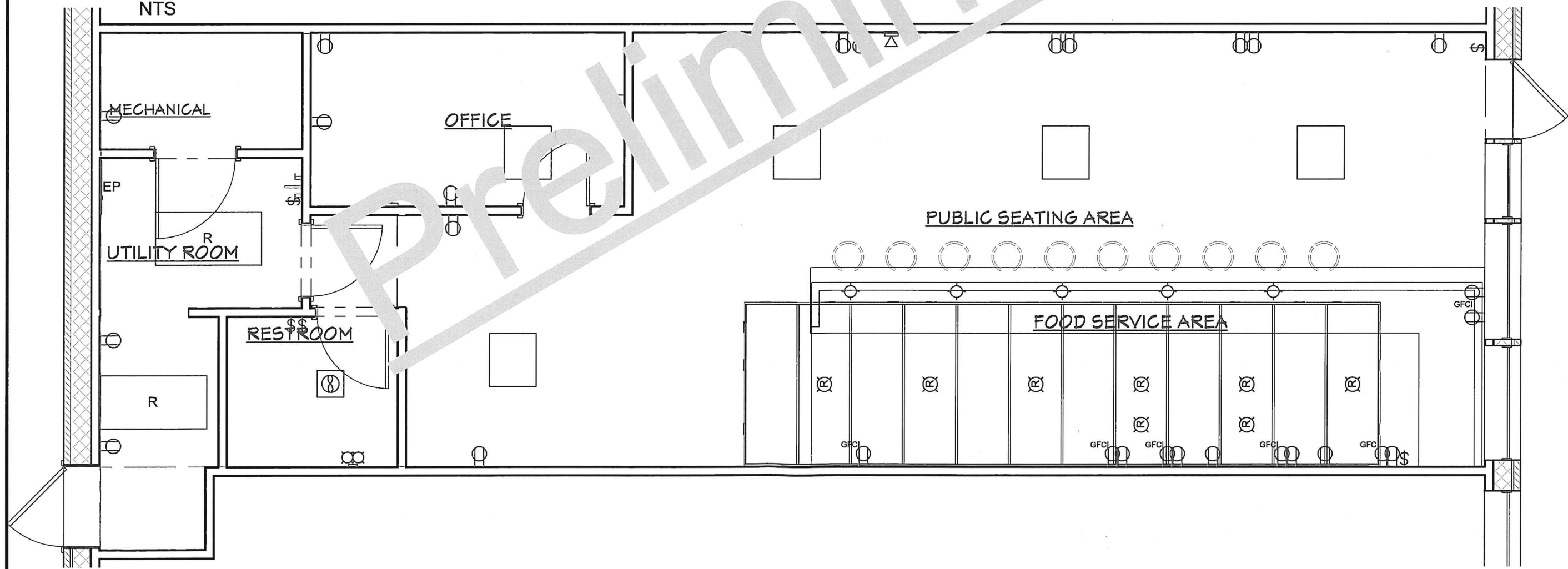
SEAL IF REQUIRED

DRAWN BY: EJF



THREE-DIMENSIONAL PLUMBING LAYOUT

NTS



REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

Eric Fick
6079 Country Creek Dr
House Springs, MO 63051

Healthy Habits
3234 Parker Rd
Florissant, MO 63033

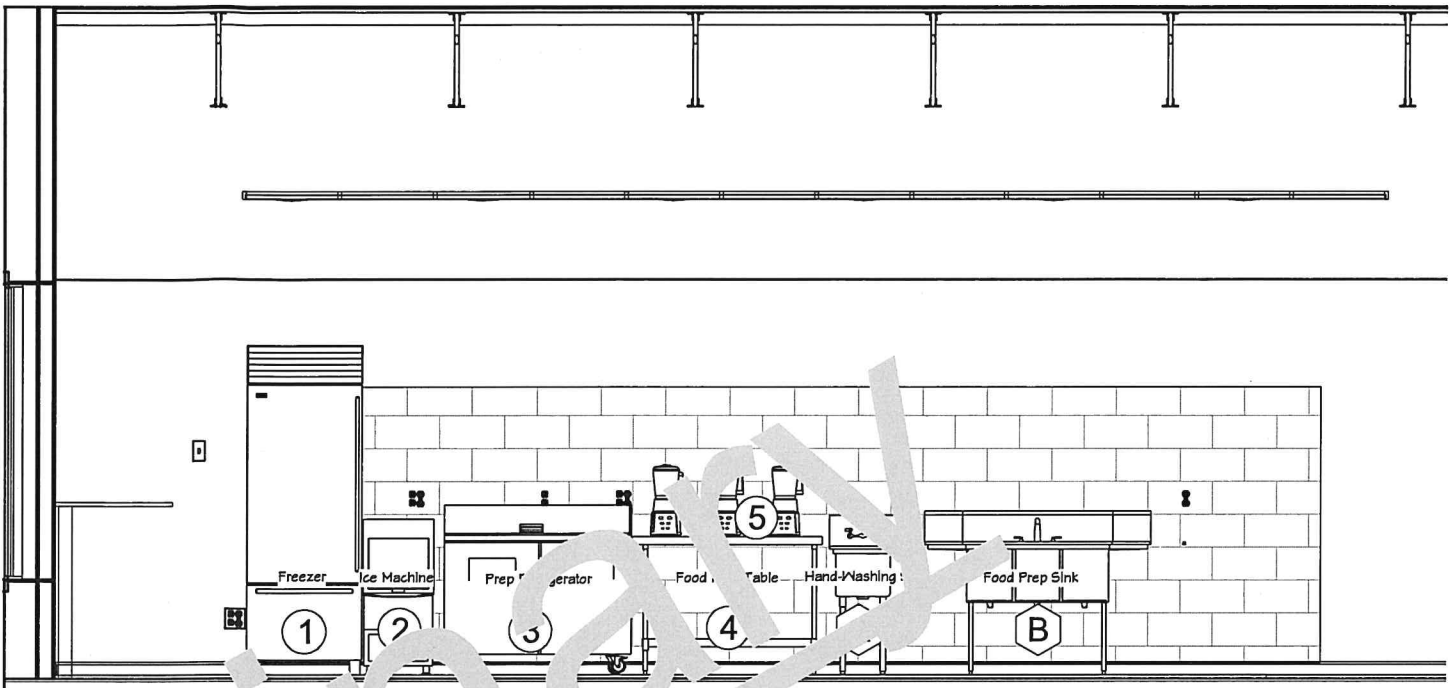
PROJECT #
DATE: 08/12/16
REVISION DATES:

SEAL IF REQUIRED

DRAWN BY: E/JF

FOOD PREP FIXTURE KEY

- ① Freezer
- ② Ice Machine
- ③ Freezer Top
- ④ Prep Table
- ⑤ Blender(s)
- A Hand-washing Sink
- B Food Prep Sink



WALL ELEVATION OF FOOD PREP AREA

SCALE: 1/4" = 1'-0"

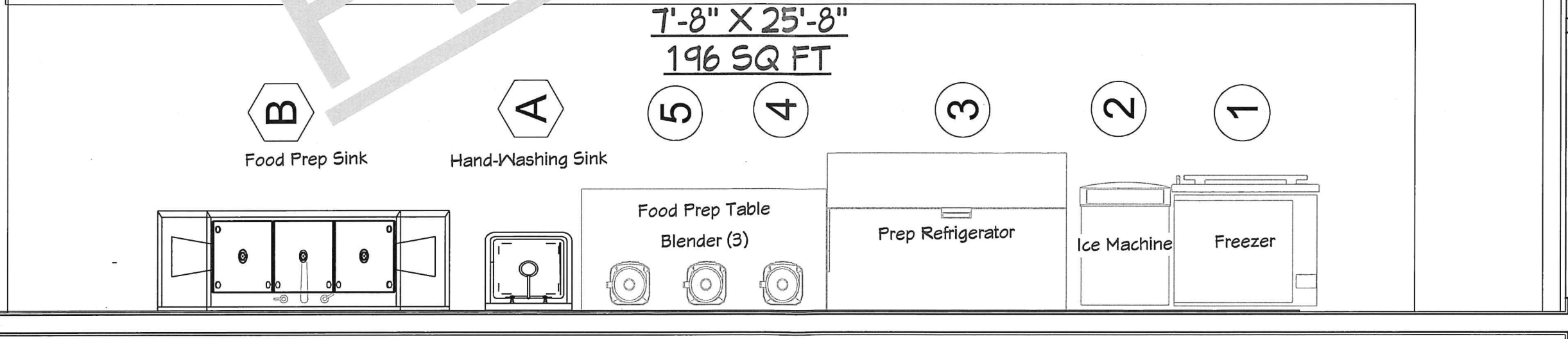
PUBLIC SEATING AREA

8'-8" X 44'-5"
422 SQ FT



FOOD SERVICE AREA

7'-8" X 25'-8"
196 SQ FT



PARTIAL NEW FLOOR PLAN - FOOD SERVICE AREA

SCALE: 1/4" = 1'-0"

Eric Fick
6079 Country Creek Dr
House Springs, MO 63051

Healthy Habits
3234 Parker Rd
Florissant, MO 63033

PROJECT #
DATE: 08/12/16
REVISION DATES:

SEAL IF REQUIRED

DRAWN BY: EJF

4
12

CITY OF FLORISSANT

Public Hearing



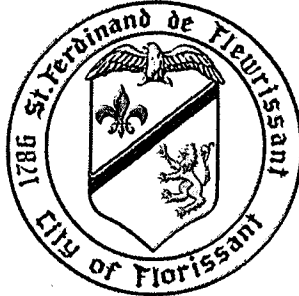
In accordance with 405.125 of the Florissant Zoning Code a Public Hearing will be held by the City Council of Florissant, MO. in the Council Chambers, 955 rue St. Francois, on Monday, July 12, 2021 at 7:00 p.m. on the following proposition:

To authorize a Special Use Permit to Event Center StL Vibes to allow for an event center located at 9 Paddock Hills Shopping Center. Citizens will have an opportunity to be heard. Anyone with special needs should contact the City Clerk at least 5 days before said public hearing by calling 839-7630 or email kgoodwin@florissantmo.com.

CITY OF FLORISSANT, Karen Goodwin, MMC City Clerk

SPECIAL USE PERMIT APPLICATION
TO THE CITY OF FLORISSANT
PLANNING AND ZONING COMMISSION

paid
6.8.21
\$926



City Of Florissant – Public Works
314-839-7648

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

PLANNING & ZONING ACTION
RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

Council Ward 9 Zoning 'B-3' per

Initial Date Petitioner Filed _____
Building Commissioner to complete
ward, zone & date filed

SIGN. [Signature] DATE: 6-21-21

SPECIAL PERMIT FOR Event Space
Statement of what permit is being sought. (i.e., special permit for operation of a restaurant).

AMEND SPECIAL PERMIT #- _____ TO ALLOW FOR _____
ordinance # Statement of what the amendment is for.

LOCATION #9 Paddock Hills Plaza Shopping Ctr
Address of property.

1) Comes Now Breonna Hargrove
Enter name of petitioner. If a corporation, state as such. If applicable include DBA (Doing Business As)

and states to the Planning and Zoning Commission that he (she) (they) has (have) the following legal interest in the tract of land located in the City of Florissant, State of Missouri, as described on page 3 of this petition.

Legal interest in the Property) lease
State legal interest in the property. (i.e., owner of property, lease).
Submit copy of deed or lease or letter of authorization from owner to seek a special use.

2) The petitioner(s) further state(s) that the property herein described is presently being used for _____ and that the deed restrictions for the property do not prohibit the use which would be authorized by said Permit.

3) The petitioner(s) further states (s) that they (he) (she) are submitting a detailed site plan of the proposed or existing development showing location and use of all structures, off-street parking, and all other information required by the Zoning Ordinance or determined necessary by the Building Commissioner.

- 4) The petitioner(s) further state(s) that (he) (she) (they) shall comply with all of the requirements of the City of Florissant, including setback lines and off- street parking.
- 5) The petitioner (s) further (represent (s) and warrants (s) that they (he) (she) has (have) not made any arrangement to pay any commission gratuity or consideration, directly or indirectly to any official, employee or appointee of the City of Florissant, with respect to this application.
- 6) The petitioner(s) further state (s) that the Special Use Permit is sought for the following purposes, and no other, as listed in detail, all activities sought to be covered by the permit (i.e.; operation of a business, approval of building and/or site plans (preliminary and / or final), plan approval for signage, etc.):
- 7) The petitioner (s) state (s) the following factors and reason to justify the permit:
(If more space is needed, separate sheets maybe attached)

Breonna Hargrove *Breonna Hargrove* har grove . breonna@gmail.com
 PRINT NAME SIGNATURE email and phone (314) 629-4566

FOR STL VibeZ
 (company, corporation, partnership)

Print and sign application. If applicant is a corporation or partnership signature must be a CORPORATE OFFICER or a PARTNER. NOTE: Corporate officer is an individual named in corporate papers.

- 8) I (we) hereby certify that, as applicant (circle one of the following):

1. I (we) have a legal interest in the herein above described property.
2. I am (we are) the duly appointed agent(s) of the petitioner (s), and that all information given here is true and a statement of fact.

Permission granted by the Petitioner assigning an agent (i.e. Architect) to present this petition in their behalf, to the Commission and/or Council. The petitioner must sign below, and provide contact information:

PRESENTOR SIGNATURE _____

ADDRESS _____
 STREET CITY STATE ZIP CODE

TELEPHONE / EMAIL _____ / _____
 BUSINESS

I (we) the petitioner (s) do hereby appoint _____ as
 Print name of agent.
 my (our) duly authorized agent to represent me (us) in regard to this petition.

 Signature of Petitioner authorizing an agent

NOTE: When the petitioner and/or his duly authorized agent appears before the Planning and Zoning Commission and to make a presentation, the same individuals must also appear before the City Council at the Public Hearing to make the presentation and no one else will be permitted to make the presentation to the City Council without authorized approval.

IF DESCRIPTIONS, PLATS OR SURVEYS ARE INACCURATE, OR IF THE PETITION APPLICATION IS NOT CORRECT OR COMPLETE, IT WILL BE RETURNED FOR ADDITIONS OR CORRECTIONS.

REQUIRED INFORMATION

Please mark an "X" in the appropriate type of operation, then fill in applicable section (a), (b) or (c).
Corporations are to submit copy of Missouri corporate papers with registration papers.

1) Type of Operation:
Individual X Partnership _____ Corporation _____

(a) If an individual:

- (1) Name and Address Breonna Hargrove 14319 Wild Fox Ct
(2) Telephone Number (314) 629-4560
(3) Business Address #9 Paddock Hills Plaza Shopping Ctr
(4) Date started in business May 2021
(5) Name in which business is operated if different from (1) STL Vibe2
(6) If operating under a fictitious name, provide the name and date registered with the State of Missouri, and a copy of the registration.

(b) If a partnership:

- (1) Names & addresses of all partners _____
(2) Telephone numbers _____
(3) Business address _____
(4) Name under which business is operated _____
(5) If operating under fictitious name, provide date the name was registered with the State of Missouri, and a copy of the registration.

(c) If a corporation:

- (1) Names & addresses of all partners _____
(2) Telephone numbers _____
(3) Business address _____
(4) State of Incorporation & a photocopy of incorporation papers _____
(5) Date of Incorporation _____
(6) Missouri Corporate Number _____
(7) If operating under fictitious name, provide the name and date registered with the State of Missouri, and a copy of registration. _____
(8) Name in which business is operated _____
(9) Copy of latest Missouri Anti-Trust. (annual registration of corporate officers) If the property location is in a strip center, give dimensions of your space under square footage and do not give landscaping Information.

Please fill in applicable information requested. If the property is located in a shopping center, provide the dimensions of the tenant space under square footage and landscaping information may not be required.

Name Breonna Hargrove - STL VibeZ

Address #9 Paddock Hills Plaza Shopping Ctr

Property Owner _____

Location of property Paddock Hills Plaza Shopping Ctr

Dimensions of property _____

Property is presently zoned _____ Requests Rezoning To _____

Proposed Use of Property Event Space

Type of Sign _____ Height _____

Type of Construction _____ Number Of Stories _____

Square Footage of Building _____ Number of Curb Cuts _____

Number of Parking Spaces _____ Sidewalk Length _____

Landscaping: No. of Trees _____ Diameter _____

No. of Shrubs _____ Size _____

Fence: Type _____ Length _____ Height _____

PLEASE SUBMIT THE FOLLOWING INFORMATION ON PLANS OR DRAWINGS:

1. Zoning of adjoining properties.
2. Show location of property in relation to major streets and all adjoining properties.
3. Show measurement of tract and overall area of tract.
4. Proposed parking layout and count, parking lighting.
5. Landscaping and trash screening.
5. Location, sizes and elevations of signage.

**PROVIDE LEGAL DESCRIPTION OF PROPERTY PERTAINING TO THIS
PETITION**

(Close legal description with acreage to the nearest tenth of an acre).

Provide a legal description of the property. If part of a shopping center, list address and show part of what shopping center (i.e.: 351 N. Highway 67 part of Florissant Meadows Shopping Center). If property is a single lot, list full written legal description with metes and bounds bearings and dimensions.

PROVIDE LOCATION MAP SHOWING AREA INVOLVING THIS PETITION

Provide a drawing of a location map showing the nearest major intersection.

OFFICE USE ONLY

Date Application reviewed

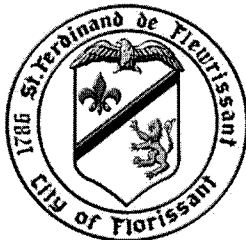
6/16/21

STAFF REMARKS:

Staff exchanged emails with petitioner, see
copies/staff report. Note: Hookah not permitted, or Smoking
per Clean Air Act, except for Cigar Bars, by ~~San~~ County
exemption or a change in City/County Code

Philip E. J. 6/16/21
Building Commissioner or Staff Signature

1
2
3
MEMORANDUM



4
5
6
7
8
CITY OF FLORISSANT- Building Division

"Preserve and improve the health, safety, and welfare of our residents, businesses and the general public in the City of Florissant; while at the same time maintaining property values and improving the quality of life in the City of Florissant."

9 To: Planning and Zoning Commissioners Date: June 16, 2021
10
11 From: Philip E. Lum, AIA-Building Commissioner c: Todd Hughes, P.E.,
12 Director Public Works
13 Deputy City Clerk
14 Applicant
15 File

16
17 Subject: **9 Paddock Hills Shopping Center (Event Center STL Vibes) Request**
18 Recommended Approval of a Special Use to allow for an Event Center
19 establishment in a 'B-3' Extensive Business District.
20

21
22
23
STAFF REPORT
CASE NUMBER PZ-062121-5

24 **I. PROJECT DESCRIPTION:**

25 This is a request for **recommended approval** of a Special Use, to allow for an Event Center
26 establishment at **3421 N. Highway 67**, in an existing 'B-3' Planned Commercial District.
27

28 **II. EXISTING SITE CONDITIONS:**

29 The existing property at **9 Paddock Hills Shopping Center** is a property which is a tenant
30 space on a 7.77 acre site with a shopping center in a 'B-3' Extensive Business District.
31

32 The subject property is approximately 2000 s.f. in the shopping center which is about
33 60,708 s.f. total. There is a locator plan attached which shows the location of the unit
34 and existing parking.
35

36 The existing building was built in 1964 per County record, which lists the Shopping
37 Center that currently houses other Uses.
38
39
40

41 **III. SURROUNDING PROPERTIES:**

42 The property to the East is the Post Office at 2190 and 2200 N Highway 67, zoned
43 similarly in the 'B-3' Extensive Business District. The properties to the North are 2100
44 US Bank, 2180 and 2182 McAlisters and Rally's in a 'B-5' District.

45
46 **IV. STAFF ANALYSIS:**

47 Plan received from the applicant include architect's plan consisting of a large room with
48 booths and a bar area. Back of house rooms include a restroom and employees area.
49 Depending on the occupant load and Use Group, it is likely that a second restroom will
50 be required for A-2 Assembly Use and 2 hour separation walls per the Building Code.

51
52 **Comments on Drawings:**

53
54 Plan shows 44 total seating in the Guest Area, 7 seats at the bar. Therefore parking
55 generated as calculated by the parking code for a restaurant is one space for every 3 seats
56 and 2 spaces for every 3 employees on the max. shift, or about 20.

57
58 Total parking required 20, total provided for the entire shopping center complex was not
59 calculated since parking is in abundance. Total parking counted by aerial photo 174.

60
61 The large room with booths are divided by low partitions.
62
63

64 **III. STAFF RECOMENDATIONS:**

65 Detailed description of the business should be presented by the petitioner to
66 verify if restaurant or banquet facilities is the most heavily occupied usage
67 anticipated. Staff has advised the petitioner that a Hookah Bar or smoking of
68 any kind inside this facility is strictly prohibited by City and County Codes.

69
70 **Suggested Motion:**

71 I move for Recommended Approval of a Special Use to allow for an Event Center
72 establishment in a 'B-3' Extensive Business District as shown on plans attached, subject
73 to the conditions set forth below with these conditions being part of the record:
74

- 75 1. Activities or Events will be limited by the City Code and the following Uses, for
76 which there is a fee provided for in the City code under Dane hall licensure.

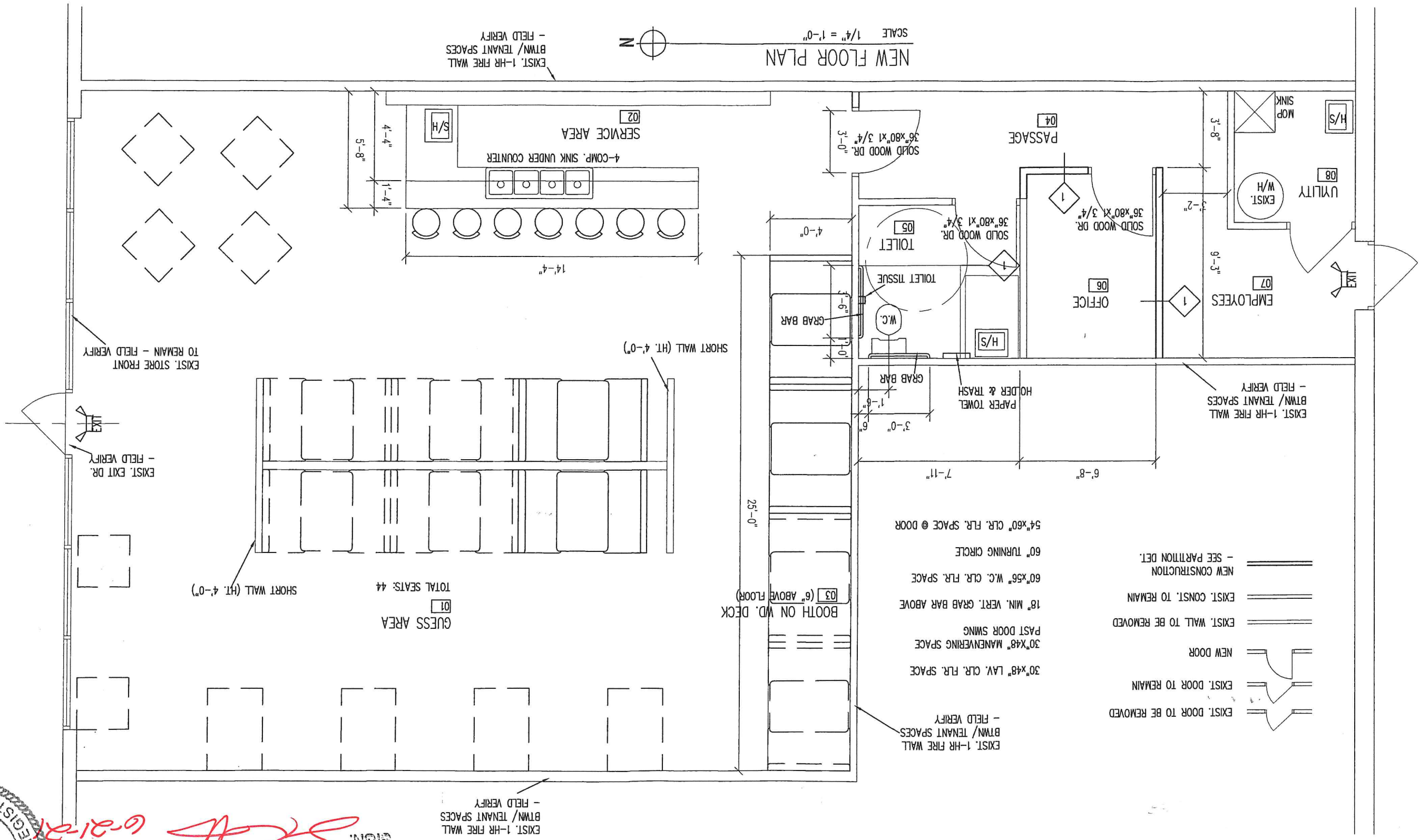
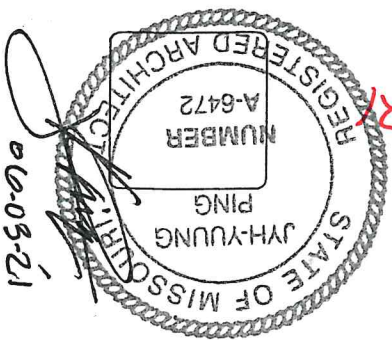
77 Permitted Uses shall be limited to:

- 78 a. Banquets.
79 b. Dining.
80 c. Comedy Club.
81 d. Pay Per View.
82 e. Music concerts
83 f.

84
85
86 (End of report and suggested motion)

RECOMMENDED APPROVAL
PLANNING & ZONING
CHAIRMAN

SIGN. _____
DATE: _____





THE EVENT CENTER
9 PADDOCK HILLS PLAZA SHOPPING CENTER, FLORISSANT, MO 63033

REVISION
PROJECT NUMBER: 210505
DATE: 06/03/2021
NOTES
INTERIOR FINISH NOTES
PARTITION DETAILS

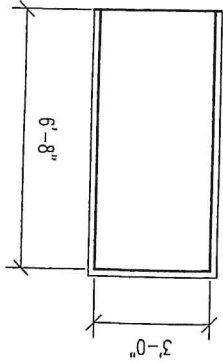
A-2
2 OF 2

1. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS SUBCONTRACTORS AS A PART OF HIS BID. NO CHANGE ORDER WILL BE ALLOWED BECAUSE OF THE GENERAL CONTRACTOR'S LACK OF COORDINATION.

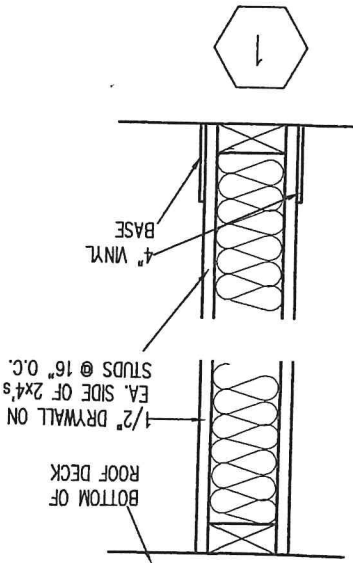
GENERAL NOTES:

2. THE CONTRACTOR SHALL CONSULT HIS (HER) STRUCTURAL ENGINEER TO VERIFY THE EXISTING STRUCTURAL CONDITIONS AND DESIGN THE MODIFICATION.
3. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS.
4. CONTR. SHALL REPAIR ALL INTERIOR FINISH WHERE DISTURBED BY NEW CONSTRUCTION.
5. MECH. CONTRACTOR SHALL CONSULT STRUCTURAL ENGINEER FOR ANY EXTRA EQUIPMENT ON EXISTING ROOF.
6. ALL NEW DOOR OPERATING DEVICES SHALL BE LEVERS.

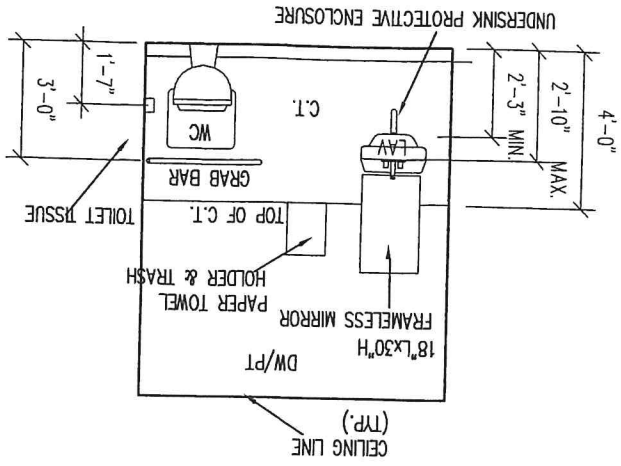
- NOTES OF ROOM FINISH:
1. ALL INTERIOR FINISHES SHALL REMAIN WITHOUT CHANGES UNLESS NOTED OTHERWISE.
 2. CERAMIC TILE: SHALL BE NON-SLIP CERAMIC.
 3. BASE BOARD: VINYL COVERED BASE, CONT. GROUTED & SEALED THOROUGHLY AT ALL JOINTS.
 4. WALLS FINISH: D.W. FINISH WITH GLOSS WASHABLE WATER BASE PAINT.
 5. CEILING: CEILING TILES W/ WASHABLE SURFACE.
 6. ALL COLORS TO BE SELECTED BY THE OWNER.
 7. INSTALL COVE BASE THROUGHOUT ON ALL WALLS, INCLUDES WALK-IN-COOLER & FREEZER.



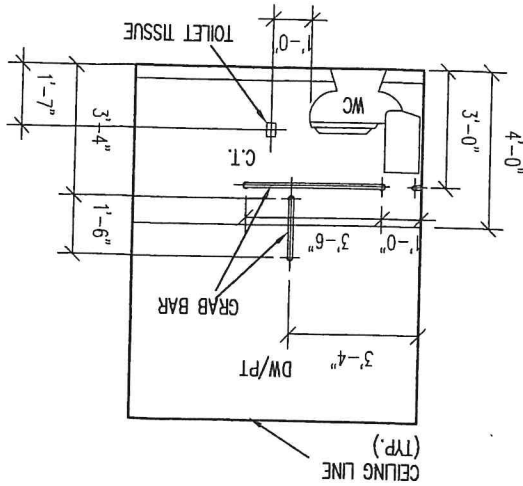
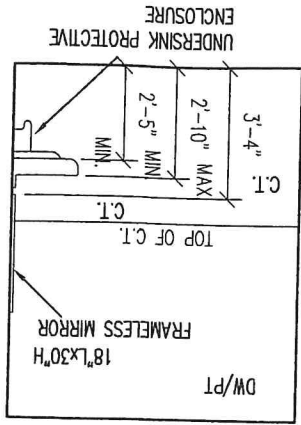
A
DOOR TYPE
SCALE 1/4" = 1'-0"
WOOD FRAME
SOLID CORE WD. DR.



1
PARTITION TYPE
SCALE 1 1/2" = 1'-0"
PARTYP
03/04/1997



8
INTERIOR ELEVATION @ TOILET (TYP.)
SCALE 1/4" = 1'-0"



1 INTRODUCED BY COUNCIL AS A WHOLE
2 JUNE 28, 2021

3
4 BILL NO. 9692

ORDINANCE NO.

5
6 **AN ORDINANCE RE-ADOPTING A PROCEDURE TO DISCLOSE**
7 **POTENTIAL CONFLICT OF INTEREST AND SUBSTANTIAL**
8 **INTEREST FOR CERTAIN OFFICIALS AS SET FORTH IN TITLE 1,**
9 **SECTION 105.130 “COMPLIANCE WITH STATE CONFLICT OF**
10 **INTEREST” LAW IN THE FLORISSANT CODE OF ORDINANCES.**

11
12 WHEREAS, pursuant to Ordinance No. 5275 the Council of the City of Florissant
13 established a procedure to disclose potential conflicts of interest and substantial interest for
14 certain public officials and readopted same with the adoption of Ordinance Nos. 5524, 5639,
15 5753, 5876, 6143, 6290, 6568, 7440, 7615, 7806, 7980, 8327.

16 WHEREAS, the Ethics Commission has determined that cities must readopt the
17 procedure pertaining to disclosure of private financial or other interests in matters affecting the
18 City every other year.

19 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
20 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

21
22 Section 1: The Council of the City of Florissant hereby re-adopts a procedure to
23 disclose potential conflict of interest and substantial interest for certain officials as set forth in
24 Title 1, section 105.130 “Compliance with State Conflict of Interest Law” with such section
25 reading as follows:

26 Sec. 105.130. Compliance with State Conflict of Interest Law.

27
28 (a) All elected and appointed officials as well as employees of the city must
29 comply with the applicable provisions of section 105.450-105.498 of the
30 Missouri Revised Statutes on conflicts of interest as well as any other state
31 law governing official conduct.

32
33 (b) Any city officer, board member, council member, commission member or
34 employee who has a substantial financial interest, direct or indirect, or by
35 reason of ownership or stock in any corporation, any contract with the city for
36 the sale of land, material, supplies or services to the city or to a contractor
37 supplying the city, shall make known that interest and shall refrain from
38 voting upon or otherwise participating as a city officer, board member,
39 council member, commission member or employee in the making of such
40 contract. Any person who is a city officer, board member, council member,
41 commission member or employee who willfully conceals such a substantial
42 financial interest or willfully violates the requirements of this subsection shall
43 be guilty of malfeasance in office or position and shall forfeit such person’s
44 office or position. Violation of this subsection with the knowledge, expressed

or implied, of the person or corporation contracting or making a sale to the city shall render the contract or sale voidable by the Mayor.

- (c) Any member of the governing body of the city who has a “substantial or private interest” in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the city clerk and such disclosure shall be recorded in the appropriate journal of the city. For the purposes of this section, substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of:

(1) 10% or more of any business entity; or

(2) an interest having a value of \$10,000 or more; or

(3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

- (d) Each elected official, the mayor as the chief administrative officer, the chief purchasing officer as identified in section 105.483 (11) of the Missouri Revised Statutes, and the full-time general counsel, if any, shall disclose the following information by May 1 if any such transactions occurred during the previous calendar year:

(1) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the city, other than compensation received as an employee or payment of any tax, fee or penalty due to the city, and other than transfers for no consideration to the city.

(2) The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the city, other than payment of any tax, fee or penalty due to the city or transactions involving payment for providing utility service to the city, and other than transfers for no consideration to the city.

(3) The mayor as the chief administrative officer and the chief purchasing officer also shall disclose by May 1 for the previous calendar year the following information:

(A) The name and addresses of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;

(B) The name and addresses of each sole proprietorship that he owned, the name, address and the general nature of the business conducted of each general partnership and name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, addresses and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten (10%) percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two (2%) percent or more of any class of outstanding stock, limited partnership units or other equity interests;

(C) The name and addresses of each corporation for which such person served in the capacity of a director, officer or received.

(e) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year.

(1) Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending immediately preceding December 31; provided that any member of the city council may supplement the financial interest statements to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

(2) Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment.

Reports shall be filed with the city clerk and the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 2: A certified copy of this ordinance shall be sent within ten (10) days of its adoption to the Missouri Ethics Commission.

Section 3: This ordinance shall become in full force and effect from and after the date of its passage as provided by law.

Adopted this _____ day of _____, 2021.

KEITH SCHILDROTH
President of the Council
City of Florissant

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Approved this _____ day of _____, 2021.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/ MRCC
City Clerk

1 **INTRODUCED BY COUNCIL AS A WHOLE**
2 **JUNE 28, 2021**

3
4 **BILL NO. 9693**

ORDINANCE NO.

5
6
7 **AN ORDINANCE AUTHORIZING THE CITY OF FLORISSANT, MISSOURI, TO**
8 **ENTER INTO A LEASE PURCHASE AGREEMENT, AS LESSEE, WITH BOKF,**
9 **N.A., AS LESSOR, TO PREPAY OUTSTANDING LEASE OBLIGATIONS OF**
10 **THE CITY; AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS**
11 **AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH.**
12

13 **WHEREAS**, the City of Florissant, Missouri (the "City") desires to obtain funds to (1) prepay the
14 City's obligations under the Lease/Purchase Agreement dated as of May 30, 2019 (the "2019 Lease")
15 between the City and BOKF, N.A., as trustee (the "2019 Trustee"), which was undertaken to provide funds
16 to acquire and install energy efficient equipment and fixtures installed in various City facilities (the
17 "Equipment"), including the John F. Kennedy Civic Center, and for building envelope work, including roofing
18 replacement and/or restoration and masonry repairs on certain City owned buildings; and (2) prepay the
19 Certificates of Participation (City of Florissant, Missouri, Lessee), Series 2011, outstanding in the principal
20 amount of \$1,090,000 (the "Series 2011 Certificates" and together with the 2019 Lease, the "Refunded
21 Obligations"); and
22

23 **WHEREAS**, the City finds and determines that it is advantageous and in the best interests of the
24 City to authorize the delivery of Refunding Certificates of Participation, Series 2021 (the "Series 2021
25 Certificates"), in the aggregate principal amount of \$6,460,000, for the purpose of providing funds, together
26 with other legally available funds of the City, to (a) prepay the 2019 Lease and enable the Trustee (as herein
27 defined) to purchase the 2019 Trustee's interest in the Equipment, (b) prepay the Series 2011 Certificates
28 and (c) pay the costs of executing and delivering the Series 2021 Certificates; and
29

30 **WHEREAS**, to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable
31 for the City to take the following actions:
32

33 (a) Enter into an annually-renewable Lease Purchase Agreement (the
34 "Lease") with BOKF, N.A., as trustee (the "Trustee"), pursuant to which the City will lease
35 the Equipment on a year-to-year basis from the Trustee with an option to purchase the
36 Trustee's interest in the Equipment, in substantially the form attached hereto as **Exhibit A**;
37

38 (b) Approve a Declaration of Trust (the "Declaration of Trust") by the
39 Trustee, pursuant to which the Series 2021 Certificates will be executed and delivered and
40 the Trustee will purchase the 2019 Trustee's interest in the Equipment, in substantially the
41 form attached hereto as **Exhibit B**;
42

43 (c) Approve an Official Statement with respect to the Series 2021 Certificates,
44 to be in substantially the same form as the Preliminary Official Statement with respect to
45 the Series 2021 Certificates, in substantially the form attached hereto as **Exhibit C** (the
46 "Preliminary Official Statement" and as supplemented and amended, the "Official
47 Statement");
48

49 (d) Execute a Continuing Disclosure Undertaking (the "Continuing
50 Disclosure Undertaking"), pursuant to which the City agrees to provide certain financial

information, operating data and notices of certain enumerated events with respect to the Series 2021 Certificates, in substantially the form attached hereto as **Exhibit D**;

(e) Enter into a Tax Compliance Agreement (the “Tax Compliance Agreement”) with the Trustee, which sets forth certain representations, facts, expectations, terms and conditions relating to the use and investment of the proceeds of the Series 2021 Certificates to establish and maintain the exclusion of the Interest Portion of Basic Rent (as defined in the Lease) represented by the Series 2021 Certificates from gross income for federal income tax purposes and to provide guidance for complying with the arbitrage rebate provisions of §148(f) of the Internal Revenue Code, in substantially the form attached hereto as **Exhibit E**; and

(f) Enter into a Certificate Purchase Agreement (the “Purchase Agreement”), by and among the City, the Trustee and Stifel, Nicolaus & Company, Incorporated, as underwriter (the “Underwriter”), pursuant to which the Trustee agrees to sell the Series 2021 Certificates to the Underwriter, in substantially the form attached hereto as **Exhibit F**.

The Lease, the Continuing Disclosure Undertaking, the Tax Compliance Agreement and the Purchase Agreement are referred to together herein as the “City Documents.” Capitalized terms used herein and not otherwise defined herein have the meaning assigned to such terms in the Declaration of Trust; and

WHEREAS, the City Council finds and determines that it is necessary and desirable in connection with the lease of the Equipment, the delivery of the Series 2021 Certificates and the prepayment of the Refunded Obligations that the City enter into certain documents and that the City take certain other actions and approve the execution of certain documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, MISSOURI, AS FOLLOWS:

Section 1. Approval of Sale and Delivery of the Series 2021 Certificates. The City hereby approves the sale and delivery of the Series 2021 Certificates in the aggregate principal amount of \$6,640,000 for the purposes set forth in the recitals to this Ordinance. The Series 2021 Certificates shall be sold to the Underwriter at the purchase price and upon the terms provided in the Purchase Agreement. Delivery of the Series 2021 Certificates shall occur as soon as practicable after the passage of this Ordinance, upon payment for the Series 2021 Certificates in accordance with the terms of the Purchase Agreement. The Series 2021 Certificates shall be delivered and secured pursuant to the Declaration of Trust. The Series 2021 Certificates shall be in such denominations, shall be in such forms, shall have such other terms and provisions, and shall be executed and delivered in such manner subject to such provisions, covenants and agreements as are set forth in the Declaration of Trust.

Section 2. Prepayment of the Refunded Obligations.

(a) The 2019 Lease is hereby called for prepayment prior to maturity on or about July 28, 2021 (the “2019 Lease Prepayment Date”). The 2019 Lease shall be prepaid by the payment of the principal thereof, together with any prepayment premium and accrued interest thereon due through October 1, 2021. The officials and officers of the City and the 2019 Trustee are hereby authorized and directed to take such other action as may be necessary to effect the prepayment of the 2019 Lease.

(b) The Series 2011 Certificates are hereby called for prepayment prior to maturity on or about on or about August 13, 2021 (the “Series 2011 Certificates Prepayment Date”). The Series 2011 Certificates shall be prepaid by the payment of the principal thereof, together with any prepayment premium and

102 accrued interest thereon to the Series 2011 Certificates Prepayment Date. The officials and officers of the
103 City and the trustee for the 2011 Certificates are hereby authorized and directed to take such other action
104 as may be necessary to effect the prepayment of the Series 2011 Certificates.
105

106 **Section 3. Limited Obligations.** The obligation of the City to pay Basic Rent under the
107 Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in
108 any way be construed to be an indebtedness or liability of the City in contravention of any applicable
109 constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or
110 liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax
111 revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect
112 to such intent.
113

114 **Section 4. Authorization and Approval of City Documents and Declaration of Trust.**
115 The City Documents and the Declaration of Trust are hereby approved in substantially the forms attached
116 to this Ordinance, with such changes therein as shall be approved by the Mayor. The Mayor's execution
117 of the City Documents shall be conclusive evidence of such approval. The Mayor is hereby authorized and
118 directed to execute and deliver the City Documents on behalf of and as the act and deed of the City. The
119 City Clerk is hereby authorized to affix the City's seal to the City Documents and attest said seal.
120

121 **Section 5. Approval of Official Statement.** The Preliminary Official Statement and the final
122 Official Statement are hereby authorized and approved, in such form as shall be approved by the Mayor,
123 said person's execution thereof to be conclusive evidence of the approval thereof, and the public distribution
124 of the final Official Statement by the Underwriter are in all respects hereby authorized and approved. The
125 Mayor is hereby authorized and directed to execute and deliver the final Official Statement on behalf of
126 and as the act and deed of the City.
127

128 For the purpose of enabling the Underwriter to comply with the requirements of Rule 15c2-12(b)(1)
129 of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information contained
130 in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information
131 as is permitted by the Rule, and the Mayor is hereby authorized, if requested, to provide the Underwriter a
132 letter or certification to such effect and to take such other actions or execute such other documents as such
133 officials in their reasonable judgment deem necessary to enable the Underwriter to comply with the
134 requirements of the Rule.
135

136 **Section 6. Further Authority.** The City will, and the officials and agents of the City,
137 including the Mayor and Director of Finance, are hereby authorized and directed to, take such actions,
138 expend such funds and execute such other documents, certificates and instruments as may be necessary or
139 desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and
140 perform the duties of the City with respect to the City Documents and the Equipment.
141

142 **Section 7. Severability.** The sections of this Ordinance shall be severable. If any section of
143 this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall
144 remain valid, unless the court finds that: (a) the valid sections are so essential to and inseparably connected
145 with and dependent upon the void section that it cannot be presumed that the City Council has or would
146 have enacted the valid sections without the void ones; and (b) the valid sections, standing alone, are
147 incomplete and are incapable of being executed in accordance with the legislative intent. The invalid
148 provision shall be omitted and this Ordinance shall be amended to the extent possible to conform to the
149 original intent of the City.
150

151 **Section 8. Governing Law.** This Ordinance shall be governed exclusively by and construed
152 in accordance with the applicable laws of the State of Missouri.

Section 9. Effective Date. This Ordinance will take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

PASSED AND APPROVED by the City Council of the City of Florissant, Missouri, this 12th day of July, 2021.

Adopted this _____ day of July, 2021.

President of the Council
City of Florissant

Approved this _____ day of July, 2021.

Mayor, City of Florissant

(SEAL)

ATTEST:

City Clerk

First Reading: June 28, 2021

EXHIBIT A
LEASE PURCHASE AGREEMENT

[On file with the City Clerk.]

EXHIBIT B
DECLARATION OF TRUST

[On file with the City Clerk.]

EXHIBIT C
PRELIMINARY OFFICIAL STATEMENT

[On file with the City Clerk.]

EXHIBIT D
CONTINUING DISCLOSURE UNDERTAKING

[On file with the City Clerk.]

EXHIBIT E
TAX COMPLIANCE AGREEMENT

[On file with the City Clerk.]

EXHIBIT F
CERTIFICATE PURCHASE AGREEMENT

[On file with the City Clerk.]

TAX COMPLIANCE AGREEMENT

Dated as of July 1, 2021

**Between the
CITY OF FLORISSANT, MISSOURI,**

And

**BOKF, N.A.,
as Trustee**

**\$6,460,000
Refunding Certificates of Participation
Series 2021**

TAX COMPLIANCE AGREEMENT

TABLE OF CONTENTS

	<u>Page</u>
Parties and Recitals.....	1
 <u>ARTICLE I</u> 	
DEFINITIONS	
Section 1.1. Definitions of Words and Terms	2
 <u>ARTICLE II</u> 	
GENERAL REPRESENTATIONS AND COVENANTS	
Section 2.1. Representations and Covenants of the City	6
Section 2.2. Representations and Covenants of the Trustee	9
Section 2.3. Survival of Representations and Covenants	9
 <u>ARTICLE III</u> 	
ARBITRAGE CERTIFICATIONS AND COVENANTS	
Section 3.1. General	10
Section 3.2. Reasonable Expectations	10
Section 3.3. Purposes of the Financing.....	10
Section 3.4. Funds	10
Section 3.5. Amount and Use of Certificate Proceeds and Other Money	10
Section 3.6. Multipurpose Issue	11
Section 3.7. Current Refunding	11
Section 3.8. Project Completion	11
Section 3.9. Sinking Funds	11
Section 3.10. Reserve, Replacement and Pledged Funds	11
Section 3.11. Purpose Investment Yield.....	12
Section 3.12. Issue Price and Yield on Certificates.....	12
Section 3.13. Miscellaneous Arbitrage Matters.....	12
Section 3.14. Conclusion	12
 <u>ARTICLE IV</u> 	
POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES	
Section 4.1. General	12
Section 4.2. Record Keeping; Use of Certificate Proceeds and Use of Financed Facility	13
Section 4.3. Temporary Periods/Yield Restriction	14
Section 4.4. Procedures for Establishing Fair Market Value.....	14
Section 4.5. Rebate Instructions	16
Section 4.6. Filing Requirements	17

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1.	Term of Tax Agreement	17
Section 5.2.	Amendments.....	17
Section 5.3.	Opinion of Special Tax Counsel.....	17
Section 5.4.	Reliance	17
Section 5.5.	Severability.....	18
Section 5.6.	Benefit of Agreement	18
Section 5.7.	Default, Breach and Enforcement	18
Section 5.8.	Execution in Counterparts	18
Section 5.9.	Governing Law	18
Section 5.10.	Electronic Transactions	18
	Signatures	S-1

Exhibit A – Debt Service Schedule and Proof of Yield on the Lease

Exhibit B – IRS Form 8038-G

Exhibit C – Final Allocation for Original Obligations; Description of Financed Facility

Exhibit D – Form of Annual Compliance Checklist

Exhibit E – Tax-Exempt Financing Compliance Policy and Procedure

* * *

TAX COMPLIANCE AGREEMENT

THIS TAX COMPLIANCE AGREEMENT (the “Tax Agreement”), dated as of July 1, 2021, between the **CITY OF FLORISSANT, MISSOURI**, a political subdivision organized and existing under the laws of the State of Missouri (the “City”), and **BOKE, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, as Trustee (the “Trustee”).

RECITALS

1. This Tax Agreement is being executed and delivered in connection with the execution and delivery of \$6,460,000 principal amount of Refunding Certificates of Participation, Series 2021 (the “Certificates”), evidencing proportionate interests of the Owners thereof in Basic Rent Payments 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”) made by the Trustee, 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 Portion of the Basic Rent 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, representations 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 Portion of Basic Rent Payments represented by the Certificates from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The City adopted a Tax-Exempt Financing Compliance Policy and Procedure (the “Compliance Procedure”) on January 6, 2012, a copy of which is attached hereto as **Exhibit E**, 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 Compliance Procedure to set out specific tax compliance procedures applicable to the Certificates.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants and agreements set forth in this Tax Agreement, the City and the Trustee represent, 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:

“2019 Lease” means the Lease/Purchase Agreement dated as of May 30, 2019 between the City and BOFK, N.A., as trustee.

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

“Basic Rent” or **“Basic Rent Payments”** means the Basic Rent required by the Lease, each payment of which is comprised of a Principal Portion and an Interest Portion.

“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 Basic Rent Payments 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 Basic Rent Payments for the immediately preceding Certificate Year.

“Bond Compliance Officer” means the City’s Director of Finance or other person named in the 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 October 1, or another one-year period selected by the City.

“City” means the City of Florissant, 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.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means the City’s Tax-Exempt Financing Compliance Policy and Procedure dated January 6, 2012, a copy of which is attached hereto as **Exhibit E**.

“Declaration” means the Declaration of Trust dated as of July 1, 2021, as originally executed by the Trustee, as amended and supplemented in accordance with the provisions thereof.

“Final Written Allocation” means the written allocation of expenditures of proceeds of the Original Obligations as set forth on **Exhibit C**.

“Financed Facility” means the portion of the Project financed or refinanced with the proceeds of the Original Obligations as described on **Exhibit C**.

“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, other Investment proceeds or transferred 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 deposited with the trustees for the Refunded Obligations or held in the (1) Delivery Costs Fund or (2) the 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 Portion” means the portion of each payment of Basic Rent 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 28, 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 or Service 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 Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. However, contracts for services that are solely incidental to the primary governmental function of the Financed Facility (for example, contracts for janitorial, office equipment repair, billing or similar services) are not treated as Management or Service Agreements.

“Measurement Period” means, with respect to each item of property financed as part of the Financed Facility with proceeds of the Original Obligations, the period beginning on the later of (a) the applicable issue date of the Original Obligations or (b) the date the property was or will be placed in service, and ending on the earlier of (1) the final maturity date of the Certificates or (2) the end of 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 when used in reference to the Certificates, the sale proceeds (excluding pre-issuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

“Non-Qualified Use” means use of Certificate proceeds or the Financed Facility 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 Facility 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 Facility, will constitute use under Regulations § 1.141-3.

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

“Official Intent Date” means _____, 20__ as described in **Section 2.1(i)**.

“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 Portion of Basic Rent Payments from gross income for federal income tax purposes.

“Original Obligations” means (a) the Series 1994 Certificates, (b) the new money portion of the Series 1997 Certificates, (c) the new money portion of the Series 2002 Certificates, (d) the new money portion of the Series 2011 Certificates, and (e) the 2019 Lease, which were the first issues of tax-exempt governmental obligations that financed or refinanced a portion of the Financed Facility.

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

“Principal Portion” means the portion of each payment of Basic Rent that represents the payment of principal as set forth in the Lease.

“Project” means all of the property acquired, developed, constructed, renovated and equipped by the City using proceeds of the Original Obligations and Qualified Equity, all as described on **Exhibit C**.

“Qualified Equity” means funds that are not derived from proceeds of a tax-exempt financing that are spent on the Project at any time during the period beginning not earlier than the later of (a) 60 days prior to the Official Intent Date or (b) three years prior to the Issue Date, and ending not later than the date the Project is capable of and actually used at substantially its designed level. Qualified Equity excludes an ownership interest in real property or tangible personal property.

“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 Facility 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 Facility for a period up to 200 days in length pursuant to an arrangement whereby (1) the use of the Financed Facility 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 Facility 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 Facility 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 Facility was 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 Facility 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 Facility 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 Facility was 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 District 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.

“Refunded Obligations” means (a) all of the Series 2011 Certificates maturing on August 1, 2021 and thereafter, outstanding in the principal amount of \$1,090,000, and (b) the obligations of the City under the 2019 Lease outstanding in the principal amount of \$6,157,100.

“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.

“Series 1994 Certificates” means the \$4,690,000 original principal amount Certificates of Participation (Capital Improvements Project), Series 1994, delivered on August 30, 1994, a portion of which were refunded by the Series 1997 Certificates.

“Series 1997 Certificates” means the \$9,280,000 original principal amount Certificates of Participation (City of Florissant, Missouri, Lessee), Series 1997, delivered on March 27, 1997, a portion of which were refunded by the Series 2002 Certificates.

“Series 2002 Certificates” means the \$14,030,000 original principal amount Certificates of Participation (City of Florissant, Missouri, Lessee), Series 2002, delivered on August 27, 2002, a portion of which were refunded by the Series 2011 Certificates.

“Series 2011 Certificates” means the \$7,200,000 original principal amount Certificates of Participation (City of Florissant, Missouri, Lessee), Series 2011, delivered on September 28, 2011 and currently outstanding in the principal amount of \$1,090,000.

“Special Tax Counsel” means Gilmore & Bell, P.C., 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-Exempt Bond File” means documents and records for the Certificates and the Original Obligations maintained by the Bond Compliance Officer pursuant to the 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 Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri, the original purchaser of the Certificates.

“Yield” means yield on the Certificates, computed under Regulations § 1.148-4, and yield on an Investment, computed under Regulations § 1.148-5.

ARTICLE II

GENERAL REPRESENTATIONS AND COVENANTS

Section 2.1. Representations and Covenants of the City. The City represents and 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 and deliver the Lease and this Tax Agreement and to carry out its obligations under the Lease and this Tax Agreement and (3) by all necessary action has been duly authorized to execute and deliver the Lease and this Tax Agreement, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Certificates – General Covenant and Allocation of Proceeds to Project.*

(1) The City (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Certificates, whether or not such money was derived from the proceeds of the sale of the Certificates or from any other source, in a manner that would cause the Lease or any Certificate to be an “arbitrage bond” within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Certificate proceeds or any other funds of the City, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause the Interest Portion of the Basic Rent Payments represented by the Certificates to be included in gross income for federal income tax purposes.

(2) The City financed the Project with proceeds of the Original Obligations and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by the Original Obligations (that is, the Financed Facility).

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

(d) *Governmental Obligations – Private Security or Payment.* As of the Issue Date, the City expects that none of the Basic Rent Payments represented by the Certificates will be, and the payment of the prepayment price of and accrued interest on the Refunded Obligations has not been (under the terms of the Lease or any underlying arrangement), directly or indirectly:

(1) secured by (A) any interest in property used or to be used for a Non-Qualified 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 Non-Qualified 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 or Service Agreements.* As of the Issue Date, the City has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the City will not enter into any Management or Service 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 other leases of any portion of the Financed Facility other than Qualified Use Agreements. The City previously entered into a lease with a Non-Qualified User allowing the Non-Qualified User to use a portion of the Project that was not financed with proceeds of the Original Obligations. During the Measurement Period, the City will not enter into, renew or allow the expansion of any lease or similar agreement or arrangement, other than a Qualified Use Agreement, without first obtaining and delivering to the Trustee an Opinion of Special Tax Counsel.

(h) *Limit on Maturity of Certificates.* A list of the assets included in the Project and a computation of the “average reasonably expected economic life” is attached to this Tax Agreement as **Exhibit C**. Based on this computation, the “average maturity” of the Certificates, as computed by Special Tax Counsel, does not exceed the “average reasonably expected economic life” of the Financed Facility, as such terms are used in Code § 147(b). The “average reasonably expected economic life” of the Project was determined as follows: the average economic life of the Financed Facility as of the issue date of the Original Obligations was first multiplied by 120%, then reduced by the number of years elapsed from the issue date of the Original Obligations to the Issue Date.

(i) *Expenditure of Certificate Proceeds.*

(1) The City evidenced each allocation of the proceeds of the Original Obligations and Qualified Equity for the Project to an expenditure in writing. No allocation was made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was placed in service.

(2) No portion of the Net Proceeds of the Original Obligations was used to reimburse an expenditure paid by the City more than 60 days prior to Official Intent Date, except as described in the Tax Compliance Agreement for the Original Obligations.

(j) *Registered Certificates.* The Declaration requires that all of the Certificates will 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 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 representations and 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 Form 8038-G filed with the IRS, along with proof of filing, is attached hereto as **Exhibit B** and is hereby incorporated herein by this reference.

(m) *Hedge Bonds.* At least 85% of the net sale proceeds (the sale proceeds of the Original Obligations less any sale proceeds invested in a reserve fund) of the Original Obligations were used to carry out the governmental purpose of the Original Obligations within three years after the issue date thereof, and not more than 50% of the proceeds of the Original Obligations were 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 Portion of the Basic Rent Payments from gross income for federal income tax purposes.

(o) *Single Issue; No Other Issues.* The Lease constitutes a single “issue” under Regulations § 1.150-1(c). No other debt obligations of the City (1) are being sold within 15 days of the execution and delivery of the Lease and the sale of the Certificates, (2) are being sold under the same plan of financing as the Lease and the Certificates and (3) are expected to be paid from substantially the same source of funds as the Lease and 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 Lease. The City will not enter into any such arrangement in the future without first consulting with 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 with **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 as a “qualified tax-exempt obligation” 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 the calendar year that the Lease is executed and the Certificates are delivered, including the Lease, 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 the calendar year that the Lease is executed and the Certificates are delivered, including the Lease, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Special Tax Counsel that the designation of the Lease as a “qualified tax-exempt obligation” will not be adversely affected.

Section 2.2. Representations and Covenants of the Trustee. The Trustee represents and 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 Lease or 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 Portion of the Basic Rent Payments from gross income for federal income tax purposes.

(b) The Trustee, at the written request of 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 City with such information as it may request in order for the City to determine all matters relating to (1) the Yield on the Lease as it relates to any data or conclusions necessary to verify that the Lease is not an “arbitrage bond” within the meaning of Code § 148 and (2) compliance with the arbitrage rebate requirements of Code § 148(f). The City will pay all 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)** hereof. The Trustee will retain these records until three years following the final maturity of (1) the Certificates or (2) 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 agreed upon by the City.

Section 2.3. Survival of Representations and Covenants. All representations, 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 Lease and 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 Lease and the Certificates.

ARTICLE III

ARBITRAGE CERTIFICATIONS AND COVENANTS

Section 3.1. General. The purpose of this **Article III** 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 persons executing this Tax Agreement on behalf of the City are officers 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 III** are based upon and in reliance upon the City's understanding of the documents and certificates that comprise the Transcript, and the representations, 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 representations, warranties and certifications described in this Tax Agreement are unreasonable or inaccurate or may not be relied upon.

Section 3.3. Purposes of the Financing. The Lease is being executed and the Certificates are being delivered for the purpose of providing funds, together with other legally available funds of the City, to (a) refund the Refunded Obligations and pay certain costs in connection with the execution and delivery of the Certificates. The purpose of refunding the Refunded Obligations is to (1) achieve interest cost savings through early prepayment of the Refunded Obligations and (2) provide an orderly plan of financing.

Section 3.4. Funds. The following funds have been established with respect to the Certificates:

- (a) Delivery Costs Fund.
- (b) Lease Revenue Fund.

Section 3.5. Amount and Use of Certificate Proceeds and Other Money.

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

Principal Amount	\$
Plus Original Issue Premium	
Less Underwriting Discount	(_____)
Total Proceeds Received by the City	<u>\$_____</u>

(b) *Use of Certificate Proceeds and Other Money.* The Certificate proceeds (less \$ _____ withheld by the Underwriter for the reimbursement of certain costs of delivering the Certificates), together with other legally available funds of the City in the amount of \$ _____, are expected to be allocated to expenditures as follows:

(1) \$ _____, consisting of proceeds of the Certificates, will be deposited in the Delivery Costs Fund and used to pay the costs of delivering the Certificates.

(2) The sum of \$ _____ (consisting of proceeds of the Certificates in the amount of \$ _____ and \$ _____ from legally available funds of the City) will be transferred to BOKF, N.A., as trustee for the 2019 Lease and used to redeem the 2019 Lease on July 28, 2021.

(3) The sum of \$ _____ (consisting of proceeds of the Certificates in the amount of \$ _____ and \$ _____ from legally available funds of the City) will be transferred to The Bank of New York Mellon Trust Company, N.A., as trustee for the Series 2011 Certificates and used to redeem the Series 2011 Certificates on August 13, 2021.

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. Current Refunding.

(a) *Proceeds Used for Current Refunding.* Proceeds of the Certificates will be used to pay the principal of, prepayment premium, if any, and interest on the Refunded Obligations. All such proceeds will be spent on the Issue Date.

(b) *Transferred Proceeds.* There are no unspent proceeds (sale proceeds, Investment proceeds or transferred proceeds) of the Refunded Obligations. Therefore, there are no transferred proceeds of the Certificates.

Section 3.8. Project Completion. The Financed Facility has previously been completed.

Section 3.9. Sinking Funds. The City is required to make periodic payments in amounts sufficient to pay the Basic Rent Payments represented by the Certificates. Such payments will be deposited into the Lease Revenue Fund. Except for the Lease Revenue Fund, no sinking fund or other similar fund that is expected to be used to pay Basic Rent Payments has been established or is expected to be established. The Lease Revenue Fund is used primarily to achieve a proper matching of revenues with Basic Rent Payments within each Certificate Year, and the City expects that the Lease Revenue Fund will qualify as a Bona Fide Debt Service Fund.

Section 3.10. Reserve, Replacement and Pledged Funds.

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

(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 Facility or to refund the Refunded Obligations, and that instead have been or will be used to acquire higher yielding Investments. Except for the Lease Revenue Fund, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for Basic Rent Payments if the City encounters financial difficulty.

Section 3.11. 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 3.12. Issue Price and Yield on Certificates.

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

(b) *Certificate Yield.* Based on the issue price, the Yield on the Certificates is _____%, as computed by Special Tax Counsel and shown on **Exhibit A** attached hereto and incorporated herein by this reference. The City has not entered into an interest rate swap agreement with respect to any portion of the Certificate proceeds.

Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device.* The Lease is 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 3.14. 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 IV** is to supplement the Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Lease is executed and the Certificates are delivered. The City recognizes that the Interest Portion of the Basic Rent Payments 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 Portion of the Basic Rent Payments 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 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 Lease 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 Compliance Procedure. In the event of any inconsistency between the 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 amounts, participate in any federal income tax audit of the Certificates or related proceedings under a voluntary compliance agreement procedure (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 Lease and the Certificates.

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

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Certificates in accordance with the Compliance Procedure. Unless otherwise specifically instructed in advice or 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 the 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 and Qualified Equity to Expenditures.* Proceeds of the Certificates and other money will be used as described in **Sections 3.5** and **3.7** hereof. The Bond Compliance Officer will maintain accounting records showing the investment and expenditure of this money as part of the Tax-Exempt Bond File. The Bond Compliance Officer has prepared written substantiation records of the allocation of proceeds of the Original Obligations to the Financed Facility through requisitions from the project fund established under the indentures for the Original Obligations. This allocation is summarized on **Exhibit C** hereto and is intended to constitute the Final Written Allocation for the Original Obligations.

(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 Facility at least annually in accordance with the Compliance Procedure. If 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 advice of Special Tax Counsel or as described in the 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 advice or 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 Certificates:

(a) *Delivery Costs Fund.* Amounts held in the Delivery Costs Fund may be invested without Yield restriction for 13 months after the Issue Date.

(b) *Proceeds Allocable to Current Refunding.* Certificate proceeds allocable to a current refunding of the Refunded Obligations (see **Section 3.7**) may be invested without Yield restriction for up to 90 days after the Issue Date.

(c) *Lease Revenue Fund.* To the extent that the Lease Revenue Fund qualifies as a Bona Fide Debt Service Fund, money in such fund 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.

(d) *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 or the Trustee 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, or are made available on an internet website or other similar electronic media

that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax or an electronic e-mail copy.

(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 certificate issue) and (iii) that the bid is not being submitted solely as a courtesy to the City, the Trustee 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. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive “last look”).

(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 third parties in connection with supplying the Guaranteed Investment Contract.

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

(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 the 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. Rebate Instructions. The Certificate proceeds and Investment earnings thereon will be (a) deposited with BOKF, N.A., as trustee for the 2019 Lease, and expended on July 28, 2021 to currently refund the 2019 Lease, (b) deposited with The Bank of New York Mellon Trust Company, N.A., as trustee for the Series 2011 Certificates, and expended on July 28, 2021 to currently refund the 2011 Certificates, or (c) deposited in the Delivery Costs Fund and used to pay costs of delivering the Certificates. Any unspent sale or Investment proceeds of the Certificates deposited in the Delivery Costs Fund and not used to pay costs of delivering the Certificates by December 1, 2021 will be transferred to the Lease Revenue Fund and allocated to pay a portion of the interest on the Certificates. Additionally, the City expects the Lease Revenue Fund to qualify as a Bona Fide Debt Service Fund in each Certificate Year. Based on these certifications, Special Tax Counsel has advised the City that no rebate computations are expected to be required with respect to the Certificates, so long as the sale and Investment proceeds of the Certificates are spent for the purposes described in this **Section 4.5**. If (1) the Certificate proceeds are not so spent, or (2) the City establishes a fund (other than the Lease Revenue Fund) to pay or secure debt service on the Certificates, or (3) the Lease Revenue Fund fails to qualify as a Bona Fide Debt Service Fund in any

Certificate Year, then the City is obligated to engage Special Tax Counsel, an independent certified public accountant or a rebate analyst to compute arbitrage rebate on the Certificates and to pay rebate to the United States at least once every five years, and within 60 days after the discharge of the last Certificate, in accordance with Code § 148(f). 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.

Section 4.6. Filing Requirements. The Trustee 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 advice of Special Tax Counsel.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.1. Term of Tax Agreement. This Tax Agreement will be effective concurrently with the execution of the Lease and delivery of the Certificates and will continue in force and effect until all of the Basic Rent Payments represented by the Certificates have been fully paid and all such Certificates are cancelled; provided that, the provisions of **Article IV** hereof regarding payment of arbitrage rebate and yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States, and 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 Portion of the Basic Rent Payments 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 Portion of the Basic Rent Payments 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 Portion of the Basic Rent Payments.

Section 5.4. Reliance. In delivering this Tax Agreement, the City and the Trustee are making only those certifications, representations 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 their 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 Gilmore & Bell, P.C., in rendering its opinion as to the validity of the Certificates and the exclusion from federal gross income of the Interest Portion of the Basic Rent Payments.

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, 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 Lease and 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 and stored, by electronic means.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties to this Tax Agreement have caused this Tax Agreement to be duly executed by their duly authorized officers as of the Issue Date.

CITY OF FLORISSANT, MISSOURI

By: _____
Title: Mayor

By: _____
Title: Bond Compliance Officer

[Tax Compliance Agreement]

BOKF, N.A., as Trustee

By: _____
Name: _____
Title: _____

[Tax Compliance Agreement]

EXHIBIT A

DEBT SERVICE SCHEDULE AND PROOF OF YIELD ON THE LEASE

EXHIBIT B

IRS FORM 8038-G

EXHIBIT C

**FINAL ALLOCATION FOR ORIGINAL OBLIGATIONS;
DESCRIPTION OF FINANCED FACILITY**

[See Attached Spreadsheet]

EXHIBIT D

FORM OF ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt obligation ("Certificates") financing Financed Facility:	\$6,460,000 Refunding Certificates of Participation (City of Florissant, Missouri, Lessee), Series 2021
Issue Date of Certificates:	July 28, 2021
Placed in service date of Financed Facility:	
Name of Bond Compliance Officer:	
Period covered by request ("Annual Period"):	

Item	Question	Response
1 Ownership	Was the entire Financed Facility owned by the City during the entire Annual Period? If "Yes," skip to Item 2.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If answer above was "No," was advice of Special Tax Counsel obtained prior to the transfer?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.	

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

Item	Question	Response
3 Management or Service Agreements	During the Annual Period, has the management of all or any part of the operations of the Financed Facility been assumed by or transferred to another entity? If "No," skip to Item 4.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was "Yes," was advice of Special Tax Counsel obtained prior to entering into the Management or Service Agreement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> 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? If "No," skip to Item 5.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<p>If answer above was "Yes," was advice of Special Tax Counsel obtained prior to entering into the agreement?</p> <p>If Yes, include a description of the advice in the Tax-Exempt Bond File.</p> <p>If No, contact Special Tax Counsel and include description of resolution in the Tax-Exempt Bond File.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
5 Arbitrage & Yield Restriction	<p>1. Were all proceeds of the Certificates spent as described in Sections 3.5 and 4.5 of the Tax Compliance Agreement?</p> <p>2. Has the City set aside money in any fund or account in excess of the amount needed to make the Basic Rent Payments within the next 12 months (i.e., is more than the current year's Basic Rent Payments pre-funded)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If "No" to Question 1 or "Yes" to Question 2, contact Special Tax Counsel and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

Bond Compliance Officer: _____

Date Completed: _____

EXHIBIT E

TAX-EXEMPT FINANCING COMPLIANCE POLICY AND PROCEDURE

| G&B DRAFT #1: ~~MAY 28~~: JUNE 22, 2021

LEASE PURCHASE AGREEMENT

between

BOKF, N.A.

and the

CITY OF FLORISSANT, MISSOURI

Dated as of July 1, 2021

TABLE OF CONTENTS

PAGE

LEASE PURCHASE AGREEMENT

Parties	1
Recitals	1

ARTICLE I

DEFINITIONS

Section 1.01. Definitions	1
Section 1.02. Rules of Construction	3
Section 1.03. Execution of Counterparts	4
Section 1.04. Severability	4
Section 1.05. Date of Lease.....	4
Section 1.06. Governing Law.....	4

ARTICLE II

REPRESENTATIONS

Section 2.01. Representations of the City.....	4
--	---

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Equipment	5
Section 3.02. Lease Term.....	5
Section 3.03. Continuation of Lease Term by the City	6
Section 3.04. Nonappropriation	6
Section 3.05. Enjoyment of Equipment	6
Section 3.06. Inspection	7

ARTICLE IV

RENT

Section 4.01. Basic Rent	7
Section 4.02. Supplemental Rent	7
Section 4.03. Rent Payments to Constitute a Current Expense and Limited Obligation of the City.....	7
Section 4.04. Advances	7
Section 4.05. Credit against Basic Rent Payment Obligation.....	8
Section 4.06. Net Lease; Rent Payments to be Unconditional.....	8
Section 4.07. Compensation of the Trustee	8
Section 4.08. Increased Basic Rent.....	9

ARTICLE V

RESERVED

ARTICLE VI

IMPOSITIONS

Section 6.01.	Impositions.....	9
Section 6.02.	Contest of Impositions.....	9

ARTICLE VII

INSURANCE; INDEMNITY

Section 7.01.	Insurance Required	10
Section 7.02.	Release and Indemnification.....	10

ARTICLE VIII

COVENANTS OF THE DISTRICT

Section 8.01.	Maintenance and Modification of Equipment by the City.....	11
Section 8.02.	The City's Continuing Existence.....	11
Section 8.03.	Continuing Disclosure	11

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01.	Damage, destruction and Condemnation.....	12
Section 9.02.	Insufficiency of Net Proceeds.....	12
Section 9.03.	Eminent Domain	12

ARTICLE X

OPTION TO PURCHASE; PARTIAL PREPAYMENT

Section 10.01.	Purchase Option	13
Section 10.02.	Partial Prepayment.....	13
Section 10.03.	Determination of Fair Rent and Purchase Price	14

ARTICLE XI

ASSIGNMENT

Section 11.01.	Assignment and Subleasing by the City.....	14
----------------	--	----

ARTICLE XII

EVENTS OF DEFAULT

Section 12.01. Events of Default Defined	14
Section 12.02. Remedies on Default.....	15
Section 12.03. No Remedy Exclusive.....	16

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Notices.....	16
Section 13.02. Title to Equipment	16
Section 13.03. Personal Property	16
Section 13.04. Binding Effect	17
Section 13.05. Amendments, Changes and Modifications.....	17
Section 13.06. Electronic Transaction	17
Section 13.07. Anti-Discrimination Against Israel Act	17
Signatures	S-1

Schedule 1. Description of Equipment

Exhibit A. Schedule of Basic Rent Payments and Purchase Price

LEASE PURCHASE AGREEMENT

THIS LEASE PURCHASE AGREEMENT (this “Lease”), dated as of July 1, 2021, is entered into between **BOKE, N.A.**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”), and the **CITY OF FLORISSANT, MISSOURI**, a home rule constitutional charter city and political subdivision organized and existing under the laws of the State of Missouri (the “City”).

RECITALS:

1. Concurrently herewith, the Trustee has executed a Declaration of Trust (as hereinafter defined) pursuant to which the Trustee will execute and deliver a series of Certificates (as defined in the Declaration of Trust), the proceeds of which will be used to provide funds, together with other legally available funds of the City, to (a) prepay the City’s obligations under the Lease/Purchase Agreement dated as of May 30, 2019 (the “2019 Lease”) between the City and BOKE, N.A., as trustee (the “2019 Trustee”) and purchase the 2019 Trustee’s interest in the herein-defined Equipment, (b) prepay the Certificates of Participation (City of Florissant, Missouri, Lessee), Series 2011, outstanding in the principal amount of \$1,090,000, and (c) pay the costs of executing and delivering the herein-defined Series 2021 Certificates.

2. The Trustee desires to lease the personal property financed through the 2019 Lease (as more fully defined and described herein, the “Equipment”) to the City, all subject to the terms and conditions and for the purposes set forth in this Lease.

3. 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.

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 words and terms defined in the Declaration of Trust (which definitions are hereby incorporated by reference) and elsewhere in this Lease, the following words and terms used in this Lease shall have the following meanings, unless some other meaning is plainly intended:

“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**.

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

“Basic Rent Payment Date” means each April 1 and October 1 during the Lease Term, commencing on October 1, 2021.

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

“Certificates” means the Series 2021 Certificates as defined in the Declaration of Trust and any Additional Certificates.

“City” means the City of Florissant, Missouri, a home rule constitutional charter city and political subdivision organized and existing under 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.

“Continuing Disclosure Undertaking” means the Continuing Disclosure Undertaking dated as of July 1, 2021, executed by the City, as from time to time amended in accordance with its terms.

“Declaration of Trust” means the Declaration of Trust dated as of July 1, 2021, by the Trustee, as from time to time amended or supplemented in accordance with its terms.

“Equipment” means the personal property described under the heading “Description of Equipment” on **Schedule 1**, including any modifications, additions, improvements, replacements or substitutions thereto or therefor.

“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 12-month period beginning December 1.

“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 from time to time amended or supplemented in accordance with its terms.

“Lease Term” means the Original Term and all Renewal Terms.

“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**.

“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 Equipment.

“Renewal Term” means each renewal term of this Lease, each having a duration of one year and a term coextensive with the then-current Fiscal Year as provided in **Section 3.02**, except that the last possible Renewal Term shall end on October 2, 2034.

“Rent” means, collectively, Basic Rent and Supplemental Rent.

“Rent Payment” means a payment of Rent.

“Special Tax Counsel” means Gilmore & Bell, P.C., 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 this Lease entered pursuant to **Article VIII** of the Declaration of Trust and **Section 13.05**.

“Supplemental Rent” means all amounts due hereunder other than Basic Rent.

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

“Trustee” means the party acting as Trustee under the Declaration of Trust.

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 otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing persons 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 Lease as a whole and not solely to the particular article, section, paragraph or subparagraph 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 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 Lease are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Lease.

Section 1.03. Execution in 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 is 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 whatsoever.

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. Date of Lease. The dating of this Lease as of July 1, 2021, is intended as and for the convenient identification of this Lease only and is not intended to indicate that this Lease was executed and delivered on said date, this Lease being executed and delivered and becoming effective simultaneously with the initial execution and delivery of the Series 2021 Certificates.

Section 1.06. 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 home rule constitutional charter city and political subdivision of the State with full power and authority to enter into this Lease and ~~the Escrow Agreement and~~ to perform all of its obligations 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 against the City in accordance with its terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws and equitable principles affecting creditors' rights generally.

(c) The lease of the Equipment 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 Equipment and its current expectation that it will continue to need and use the Equipment 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 the modified accrual basis of accounting, 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 hereof, nor the consummation of the transactions contemplated 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, to the City's knowledge, 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 Equipment 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.

ARTICLE III

DEMISING OF THE PROPERTY; LEASE TERM

Section 3.01. Lease of Equipment. The Trustee hereby demises, leases and lets to the City, and the City rents, leases and hires from the Trustee, the Equipment 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 October 2, 2034. At the end of the Original Term and at the end of each Renewal

Term, unless the City has terminated this Lease pursuant to **Section 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 make 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. 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 the 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 the 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 the then-current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, the City agrees peaceably to transfer and surrender possession of the Equipment to the Trustee.

Section 3.05. Enjoyment of Equipment. The Trustee shall provide the City during the Lease Term with quiet use and enjoyment of the Equipment, and the City shall during the Lease Term peaceably and quietly have, hold and enjoy the Equipment, 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 Equipment 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 Equipment to be acquired or installed or to maintain or repair the Equipment. 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 Equipment, as to the manner and use or the condition of the Equipment. 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 Equipment is located for the purpose of inspecting the Equipment.

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 **Section 4.04** 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 including the costs of calculation thereof. 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, CHARTER 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. If the City fails to keep the Equipment in good repair, the Trustee may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by the Trustee shall constitute Supplemental 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 Equipment. The City may later cancel any insurance purchased by the Trustee, but only after providing a certification signed by an Authorized Representative that the City has obtained insurance as required by this Lease. If the Trustee purchases insurance for the Equipment, 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 EQUIPMENT TO BE ACQUIRED OR INSTALLED, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT 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 at the request of the Owners of a majority in aggregate Principal Portion of Basic Rent Payments represented by the Series 2021 Certificates then Outstanding, 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 is to be paid as Supplemental Rent as set forth in **Section 4.02**, except that the initial fee is to be included in Costs of Delivery. The Trustee will have a first lien against the Trust Estate for its reasonable costs, fees, expenses and advancements hereunder or under the Declaration of Trust. If it becomes necessary for the Trustee to perform extraordinary services, it shall be entitled to reasonable extra compensation therefor and to reimbursement for reasonable extraordinary expenses in connection therewith (including without limitation attorneys' fees and expenses); provided that if such extraordinary services or extraordinary expenses are occasioned by the negligence or willful misconduct of the Trustee, it shall not be entitled to compensation for reimbursement thereof.

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 the delivery of Additional Certificates under **Section 3.09** of the Declaration of Trust.

ARTICLE V

RESERVED

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 Equipment, 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 personal property, and further including all 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 Equipment (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 Equipment will be endangered or the Equipment 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 Equipment to be kept continuously insured against such risks customarily insured against for property such as the Equipment and shall pay (except as otherwise provided herein), as the same becomes due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) To the extent insurable, insurance insuring the Equipment 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 Equipment 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 an amount not less than the limits of liability set by Section 537.610 of the Revised Statutes of Missouri.

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

(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, a certificate of the City, signed by an authorized Representative, shall be delivered by the City to the Trustee certifying the continuation of such policies. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be canceled 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.

Section 7.02. 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) injury, actual or claimed, of whatever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Equipment during the Lease Term, and/or (c) the breach of any covenant 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; provided further that the Trustee may retain separate counsel, at the expense of the City, if counsel selected by the City fails to actively and competently pursue a defense, or if the Trustee believes in good faith that there are defenses available to it that are not available to the City or that are adverse to or in conflict with those available to the City or that the Trustee believes in good faith cannot be asserted by common counsel. 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 Equipment by the City. The City will at its own expense (a) keep the Equipment in a safe condition, (b) with respect to the Equipment, 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 Equipment in good repair and in good operating condition, normal wear and tear excepted, 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 Equipment 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 Equipment or itself commit a nuisance in connection with its use or occupancy of the Equipment. The City will pay all costs and expenses of operation of the Equipment.

The City may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment 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 Equipment. All additions, modifications or improvements made by the City pursuant to the authority of this Section shall (1) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (2) when commenced, be diligently pursued to completion ~~with due diligence~~ and (3) when completed, be deemed a part of the Equipment.

During the Lease Term, the Equipment 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. 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.

Section 8.03. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Undertaking.

Notwithstanding any other provision of this Lease, failure of the City to comply with the Continuing Disclosure Undertaking shall not be considered a default or an Event of Default under this Lease; provided, however, that any Owners of Certificates may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under this Section.

ARTICLE IX

CASUALTY AND CONDEMNATION

Section 9.01. Damage, Destruction and Condemnation. The City shall bear the risk of loss with respect to the Equipment during the Lease Term. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be 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 Net Proceeds will be paid to the Trustee. Upon the written direction of the City, the Trustee will disburse the Net Proceeds of any insurance claim, condemnation award or sale under threat of condemnation as directed by the City to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless the City shall have exercised its option to purchase the Trustee's interest in the Equipment 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 City and shall be held and appropriated by the City for the exclusive purpose of paying Rent under this Lease.

If the City determines that the repair, restoration, modification or improvement of the Equipment 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 Equipment pursuant to **Section 10.01(c)** by paying the Purchase Price and any 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 replacement, 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 Equipment 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 thereof from the Trustee nor shall the City be entitled to any diminution of Rent.

Section 9.03. Eminent Domain.

(a) Under State statutes, the City has the power to condemn property for its purposes, and the City acknowledges that condemnation of the Equipment would adversely affect the Trustee. The City has agreed to the terms of the acquisition of the Equipment, at the City's option, and to the use of the Equipment, all as set forth in this Lease. Any acquisition of the Trustee's interest in the Equipment 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 this Lease, including payment of Rent Payments and the applicable Purchase Price. If the City allows this Lease to expire without exercising its option to purchase

(whether by failure to exercise its option to extend this 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 Equipment 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 Equipment, the appraisement value of the Equipment shall not be less than the Rent Payments then due plus the then applicable Purchase Price.

(b) If title to all or a portion of the Equipment 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 Equipment 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 Equipment, 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 the date stated for *Optional Prepayment* in **Section 5.02(a)** of the Declaration of Trust, 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 purchase 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, and the Purchase Price calculated as described in (a) above on the Certificates to, any date occurring on or after the date stated for *Optional Prepayment* in **Section 5.02(a)** of the Declaration of Trust; 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 Equipment, or if 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 the remaining Principal Portions of Basic Rent for the maximum Lease Term and the Interest Portion of Basic Rent to the purchase date.

Unless the maturity date of any Certificates Outstanding shall have been extended pursuant to the Declaration of Trust, then upon payment in full of all Rent Payments through ~~April 15, 2036~~ October 1, 2034, the City shall be deemed to have purchased the Equipment pursuant to this Section.

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Section 10.02. Partial Prepayment. The City shall have the option to prepay the Basic Rent Payments in part, upon giving written notice to the Trustee at least 30 days before the date of such prepayment, on any date occurring on or after the date stated for *Optional Prepayment* in **Section 5.02(a)**

of the Declaration of Trust, at a prepayment price equal to the Principal Portion of Basic Rent being so prepaid plus the Interest Portion of Basic Rent accrued thereon to such date.

The Principal Portion of Basic Rent prepaid pursuant to the provisions of this **Section 10.02** shall be in integral multiples of \$5,000 and shall be credited in inverse order of maturity. Upon any partial prepayment, the amount of each Interest Portion of Basic Rent coming due thereafter shall be reduced by the amount of such Interest Portion attributable to such prepaid Principal Portion determined by applying the annual interest rate corresponding to such prepaid Principal Portion as shown on **Exhibit A**.

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 Equipment and that the Purchase Price required to exercise the City's option to purchase the Trustee's interest in the Equipment pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term, the fair Purchase Price of the Equipment. 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 Equipment hereunder. In making such determinations, the City has given consideration to the costs of the Equipment, the uses and purposes for which the Equipment will be employed by the City, the benefit to the City by reason of the acquisition and installation of the Equipment and the use and occupancy of the Equipment pursuant to the terms and provisions of this Lease and the City's option to purchase the Equipment. The City hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Lease will result in Equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment 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 Equipment.

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 Equipment may be assigned or encumbered by the City for any reason; except that the City may sublease any one or more parts of the Equipment if the City obtains and delivers to the Trustee an opinion of Special Tax Counsel that such subleasing will not adversely affect the exclusion of the Interest Portion of the Basic Rent Payments from gross income for purposes of federal income taxation. Any such sublease of all or part of the Equipment shall be subject to this Lease and the rights of the Trustee in, to and under this Lease and the Equipment.

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 the Trustee 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, the Trustee 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 it 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 is appointed 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 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.

If the City fails to comply with the Continuing Disclosure Undertaking, such failure shall not be an Event of Default under this Lease.

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 the then-current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, the Trustee may enter the premises where the Equipment is located and take possession of the Equipment or require the City at the City's expense to promptly return any or all of the Equipment to the possession of the Trustee at a place specified by the Trustee (in which event the City shall take all actions necessary to authorize,

execute and deliver to the Trustee all documents necessary to vest in the Trustee all of the City's interest in the Equipment) and sell the Equipment or lease the Equipment or, for the account of the City, sublease the Equipment continuing to hold the City liable for the difference between (i) the Rent payable by the City hereunder for the then-current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of 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 Equipment 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 Equipment 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 Equipment. Title to the Equipment shall vest in the City subject to the Trustee's rights under this Lease; provided that title thereto shall thereafter immediately and without any action by the City vest in the Trustee and the City shall immediately surrender possession thereof to the Trustee upon (a) any termination of this Lease without the City exercising its option to purchase pursuant to **Section 10.01** or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to the 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 Equipment is and will remain personal property. The Equipment 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 Equipment 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. If necessary to protect the security interest of the Trustee and upon the request of the Trustee, the City will, at the City's expense, furnish a waiver of any interest in the Equipment 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 the Equipment and all additions, attachments, accessions thereto, substitutions therefor and 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 to file or cause to be filed financing statements with respect to the Equipment in favor of the Trustee.

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 sent, received or 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.

Section 13.07. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Lease, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of 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.

**BOKE, N.A.,
as Trustee**

By: _____
Name: _____
Title: _____

Lease Purchase Agreement
Certificates of Participation, Series 2021

S-1

CITY OF FLORISSANT, MISSOURI

(SEAL)

By: _____
Timothy J. Lowery, Mayor

ATTEST:

Karen Goodwin, City Clerk

Lease Purchase Agreement
Certificates of Participation, Series 2021

SCHEDULE 1
TO LEASE PURCHASE AGREEMENT
DESCRIPTION OF EQUIPMENT

Schedule 1

EXHIBIT A

**SCHEDULE OF BASIC RENT PAYMENTS AND PURCHASE PRICE
SERIES 2021 CERTIFICATES**

<u>Basic Rent Payment Date</u>	<u>Principal Portion</u>	<u>Interest Portion</u>	<u>Purchase Price on Basic Rent Payment Date through but excluding next Basic Rent Payment Date</u>
10/1/2021			
04/1/2022			
10/1/2022			
04/1/2023			
10/1/2023			
04/1/2024			
10/1/2024			
04/1/2025			
10/1/2025			
04/1/2026			
10/1/2026			
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04/1/2029			
10/1/2029			
04/1/2030			
10/1/2030			
04/1/2031			
10/1/2031			
04/1/2032			
10/1/2032			
04/1/2033			
10/1/2033			
04/1/2034			
10/1/2034			

The Purchase Price in the event of damage, casualty, condemnation or deficiency of title shall be determined as follows:

<u>Basic Rent Payment Date</u>	<u>Purchase Price on Basic Rent Payment Date through but excluding next Basic Rent Payment Date</u>
10/1/2021	
04/1/2022	
10/1/2022	
04/1/2023	
10/1/2023	
04/1/2024	
10/1/2024	
04/1/2025	
10/1/2025	
04/1/2026	
10/1/2026	
04/1/2027	
10/1/2027	
04/1/2028	
10/1/2028	
04/1/2029	
10/1/2029	
04/1/2030	
10/1/2030	
04/1/2031	
10/1/2031	
04/1/2032	
10/1/2032	
04/1/2033	
10/1/2033	
04/1/2034	
10/1/2034	

G&B DRAFT #1: MAY 28, 2021

DECLARATION OF TRUST

by

BOKE, N.A.

Dated as of July 1, 2021

~~\$(Principal)~~
~~\$6,460,000~~

**REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2021**

TABLE OF CONTENTS

DECLARATION OF TRUST

PAGE

Declaration Clauses 1

ARTICLE I

DEFINITIONS

Section 1.01. Definitions 2
Section 1.02. General Rules of Construction 6
Section 1.03. Severability 6
Section 1.04. Date of Declaration of Trust 6
Section 1.05. Governing Law 6

ARTICLE II

COVENANT AS TO LEASE

Section 2.01. Covenant as to Lease 7

ARTICLE III

THE CERTIFICATES

Section 3.01. Title and Amount of Certificates 7
Section 3.02. General Provisions Concerning the Certificates 7
Section 3.03. Execution of Certificates 8
Section 3.04. Transfer of Certificates 8
Section 3.05. Exchange of Certificates 8
Section 3.06. Registration Books 8
Section 3.07. Certificates Mutilated, Lost, Destroyed or Stolen 9
Section 3.08. Series 2021 Certificates 9
Section 3.09. Additional Certificates 10
Section 3.10. Book-Entry Only System 12
Section 3.11. Successor Securities Depository 12
Section 3.12. Cancellation and Destruction of Certificates upon Payment 13

ARTICLE IV

PARTICULAR COVENANTS AND PROVISIONS

Section 4.01. Covenant of Trustee as to Performance of Obligations 13
Section 4.02. Covenant to Perform Undertakings 13

ARTICLE V

PREPAYMENT

Section 5.01.	General	13
Section 5.02.	Prepayment Provisions with Respect to the Series 2021 Certificates	13
Section 5.03.	Selection of Certificates for Prepayment; Notice to Trustee	14
Section 5.04.	Partial Prepayment of Certificate	14
Section 5.05.	Notice of Prepayment to Owners.....	14
Section 5.06.	Effect of Prepayment	15

ARTICLE VI

DELIVERY OF CERTIFICATES; FUNDS; APPLICATION OF PROCEEDS

Section 6.01.	Establishment of Funds.....	15
Section 6.02.	Application of Proceeds of Series 2021 Certificates and Other Money	15
Section 6.03.	Application of Lease Revenues	16
Section 6.04.	Disbursements from the Costs of Delivery Fund.....	16
Section 6.05.	Application of Moneys in the Lease Revenue Fund	17
Section 6.06.	Repayment to the City from the Debt Service Fund.....	17
Section 6.07.	Payments Due on Days Other than Business Days.....	17
Section 6.08.	Nonpresentment of Certificates	17

ARTICLE VII

DEPOSITARIES OF MONEYS, SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 7.01.	Moneys to be Held in Trust	18
Section 7.02.	Investment of Moneys.....	18

ARTICLE VIII

AMENDMENT OF THIS DECLARATION OF TRUST OR THE LEASE

Section 8.01.	Amendments Permitted.....	19
Section 8.02.	Effect of Amendments	20
Section 8.03.	Endorsement of Certificates; Preparation of New Certificates.....	20
Section 8.04.	Amendment of Particular Certificates.....	20
Section 8.05.	Opinion of Counsel.....	20

ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND OWNERS OF CERTIFICATES

Section 9.01.	Defaults	21
Section 9.02.	Acceleration	21
Section 9.03.	Other Remedies Upon an Event of Default.....	21
Section 9.04.	Rights of Certificate Owners	22
Section 9.05.	Application of Moneys	22
Section 9.06.	Remedies Vested in Trustee	23

Section 9.07.	Rights and Remedies of Certificate Owners	23
Section 9.08.	Termination of Proceedings	24
Section 9.09.	Waivers of Defaults.....	24
Section 9.10.	Notices of Defaults.....	24

ARTICLE X

DEFEASANCE

Section 10.01.	Discharge of Declaration of Trust	25
Section 10.02.	Deposit of Moneys or Securities	25

ARTICLE XI

THE TRUSTEE

Section 11.01.	Duties, Immunities and Liabilities of Trustee	26
Section 11.02.	Merger or Consolidation.....	29
Section 11.03.	Liability of Trustee; Indemnity	29
Section 11.04.	Right of Trustee to Rely on Documents	30
Section 11.05.	Preservation and Inspection of Documents	30
Section 11.06.	Compensation of the Trustee	30

ARTICLE XII

MISCELLANEOUS

Section 12.01.	Survival of Provisions.....	31
Section 12.02.	No Third-Party Beneficiaries.....	31
Section 12.03.	Notices.....	31
Section 12.04.	Waiver of Personal Liability	31
Section 12.05.	Electronic Transaction	32
Section 12.06.	Declaration of Trust Binding Upon Trustee and Successors	32
Section 12.07.	Anti-Discrimination Against Israel Act	32

Signatures	S-1
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Exhibit A.	Form of Refunding Certificate of Participation
Exhibit B.	Form of Requisition Certificate for Costs of Delivery
Exhibit C.	Payment Schedule for Series 2021 Certificates

DECLARATION OF TRUST

THIS DECLARATION OF TRUST (this “Declaration of Trust”), dated as of July 1, 2021, is made by **BOKF, N.A.**, a national banking association organized and existing under the laws of the United States of America, as settlor and trustee (the “Trustee”).

RECITALS:

1. Concurrently herewith, the Trustee and the City of Florissant, Missouri (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 Equipment and will grant the City an option to purchase the Trustee’s interest in the Equipment.

2. Refunding Certificates of Participation substantially in the form of **Exhibit A** (the “Series 2021 Certificates”), each such Series 2021 Certificate evidencing a proportionate interest of the Owner (hereinafter defined) thereof in rights under the Lease, will be executed and delivered hereunder. The proceeds from the sale of the Series 2021 Certificates, together with other legally available funds of the City, will be used to provide funds to (a) prepay the City’s obligations under the Lease/Purchase Agreement dated as of May 30, 2019 (the “2019 Lease”) between the City and BOFK, N.A., as trustee (the “2019 Trustee”) and purchase the 2019 Trustee’s interest in the Equipment, (b) prepay the Certificates of Participation (City of Florissant, Missouri, Lessee), Series 2011, outstanding in the principal amount of \$1,090,000 (the “Series 2011 Certificates” and together with the 2019 Lease, the “Refunded Obligations”), and (c) pay the costs of executing and delivering the Series 2021 Certificates.

3. The Trustee is obligated to pay the costs of refunding the Refunded Obligations and purchasing the 2019 Trustee’s interest in the Equipment only from funds available from the sale of the Series 2021 Certificates.

4. The Trustee is making this Declaration of Trust to set forth the terms of the Series 2021 Certificates and any Additional Certificates as hereinafter defined and authorized (the Series 2021 Certificates and the Additional Certificates being referred to 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 ~~the Escrow Fund and~~ 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 (which definitions are hereby incorporated by reference) 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, the Director of Finance or any other person designated as an Authorized Representative by the Mayor, such designation being approved by the governing body of the City by resolution or ordinance that is filed with the Trustee.

“Cede & Co.” means Cede & Co., as nominee of The Depository Trust Company, New York, New York, and any successor nominee of the Securities Depository with respect to the Certificates.

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

“Certificate Purchase Agreement” means the Certificate Purchase Agreement pursuant to which the Underwriter agrees to purchase the Certificates.

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

“**Costs of Delivery**” means all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, execution, sale and delivery of the Certificates, including advertising and printing costs, costs of preparing and reproducing documents, filing and recording fees, initial fees and charges of the Trustee, ~~initial fees and charges of the Eserow Agent~~, fees and charges of the verification agent, legal fees of parties to the transaction (including fees of Special Tax Counsel and counsel to the Underwriter) and all other initial fees and disbursements contemplated by the Lease and this Declaration of Trust.

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

“**Directive**” means an instrument in writing executed in one or more counterparts by the Owners of Certificates, as determined from the records of the Registrar 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.

“**Equipment**” means, collectively, the personal property financed through the 2019 Lease, as described on **Schedule 1** to the Lease.

~~“**Eserow Agent**” means BOKF, N.A., St. Louis, Missouri, and any successors or assigns.~~

~~“**Eserow Fund**” means the fund by that name referred to in **Section 6.01**.~~

~~“**Eserow Agreement**” means the Eserow Trust Agreement dated as of July 1, 2021, between the City and the Eserow Agent.~~

“**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.

“**FAST Agent**” means the Trustee when acting as agent for the Securities Depository in accordance with the rules established by the Securities Depository for Fast Automated Securities Transfers.

“**Fiscal Year**” means the fiscal year of the City, currently the twelve-month period beginning on December 1 and ending on November 30.

“**Funds**” means, collectively, the Costs of Delivery Fund, the Lease Revenue Fund, ~~the Eserow Fund~~ and all accounts therein.

“**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 held in a custodial or trust account for the benefit of the City.

“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) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service.
- (c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (d) and have a market value at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account for the benefit of the City.
- (d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks and the Farmers Home Administration.
- (e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, and demand deposit accounts of any bank or trust company organized under the laws of the United States or any state provided that such demand deposit accounts, certificates of deposit or time deposits shall be either (i) continuously and fully insured by the Federal Deposit Insurance Corporation, or (ii) continuously and fully secured by such securities as are described in clauses (a) through (d) above, inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits.
- (f) any other securities or investments that are lawful for the investment of moneys held in funds or accounts of the City under the laws of the State.

“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.

“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 (a) Certificates theretofore canceled by the Trustee or surrendered to the Trustee for cancellation, (b) 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, (c) Certificates whose payment or prepayment has been provided for in accordance with **Article X**, and (d) 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**.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“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 each series of Certificates.

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

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

“Representation Letter” means the Representation Letter from the City to the Securities Depository.

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

“Series 2021 Certificates” means the ~~\$(Principal)\$6,460,000~~ aggregate principal amount of Refunding Certificates of Participation, Series 2021, executed and delivered pursuant to this Declaration of Trust.

“Supplemental Declaration of Trust” means any supplement or amendment to this Declaration of Trust entered into by the Trustee pursuant to **Article VIII**.

“Supplemental Lease” means any agreement supplemental or amendatory to the Lease entered into by the City and the Trustee pursuant to **Article VIII**.

“Tax Compliance Agreement” means the Tax Compliance Agreement dated as of July 1, 2021, between the City and the Trustee, as from time to time amended.

“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., St. Louis, Missouri, and its successor or successors and their respective assigns.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, St. Louis, Missouri, the original purchaser of the Series 2021 Certificates.

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 otherwise indicates, words importing the singular number shall include the plural and vice versa, and words importing persons 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 as a whole and not solely to the particular article, section, paragraph or subparagraph 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 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 of the provisions of this Declaration of Trust.

Section 1.03. Severability. If any provision of this Declaration of Trust is 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 whatsoever.

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 1.04. 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 Series 2021 Certificates.

Section 1.05. 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 this Declaration of Trust except in accordance with this Article. The Series 2021 Certificates shall be designated and shall be in such aggregate amount as provided in **Section 3.08**.

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 or any integral multiple 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) The Certificates of each series 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 Series 2021 Certificates shall be paid on each April 1 and October 1, commencing on October 1, 2021.

(f) Payment of the Interest Portion of the Basic Rent represented by any Certificates shall be made to the person appearing on the registration books of the Registrar as the Owner thereof on the Record Date, such Interest Portion to be paid to such Owner (i) 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 (ii) by electronic transfer to such Owner upon written notice given to the Trustee by such Owner

not less than 15 days prior to the Record Date for such Interest Portion, containing the electronic transfer instructions including the name of the bank, the bank's ABA routing number, the account number to which such Owner wishes to have such transfer directed, and an acknowledgement that an electronic transfer fee may be applicable.

(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 designated corporate trust office of the Trustee or such other office as the Trustee designates.

(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 of 1986, as amended, 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 designated corporate trust office of the Trustee for a like aggregate principal amount of Certificates of the same series, 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 designated corporate trust 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 in accordance with then-applicable record retention requirements. 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 has been 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 shall 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 2021 Certificates. There shall be prepared, executed and delivered under this Declaration of Trust a series of Certificates in the aggregate principal amount of ~~\$(Principal), \$6,460,000,~~ as follows:

(a) The Series 2021 Certificates shall be designated "Refunding Certificates of Participation, Series 2021."

(b) The Series 2021 Certificates shall be dated their date of delivery and shall be payable on the dates, in the principal amounts and with interest accruing at the rates set forth on **Exhibit C**.

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

(1) A copy of the ordinance adopted by the City Council authorizing the execution of the Lease.

(2) Executed counterparts of this Declaration of Trust, the Lease, the ~~Eserow Agreement, the~~ Certificate Purchase Agreement, the Tax Compliance Agreement and the Continuing Disclosure ~~Agreement~~Undertaking.

(3) An opinion of Special Tax Counsel as to the validity of the Series 2021 Certificates and the exclusion from gross income for purposes of federal income taxation of the Interest Portion of Basic Rent Payments represented by the Series 2021 Certificates.

(4) Evidence of the insurance required by **Article VII** of the Lease.

(5) A request and authorization to the Trustee by the City to authenticate the Series 2021 Certificates and to deliver the Series 2021 Certificates to or upon the order of the Underwriter 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.

(6) 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 2021 Certificates.

When the documents specified above have been filed with the Trustee, and when the Series 2021 Certificates have been executed as required by this Declaration of Trust, the Trustee shall deliver the Series 2021 Certificates to or upon the order of the Underwriter or hold the Series 2021 Certificates as FAST Agent for the benefit of the beneficial owners, but only upon payment to the Trustee of the purchase price of the Series 2021 Certificates, as specified in the Certificate Purchase Agreement. The Proceeds of the sale of the Series 2021 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 adjustment 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 2021 Certificates and any other Additional Certificates, at any time and from time to time, upon compliance with the conditions provided in this Section, for any of the following purposes:

(i) To provide funds to pay all or any part of the costs of repairing, replacing or restoring the Equipment in the event of damage, destruction or condemnation thereto or thereof, but only to the extent that such costs exceed the Net Proceeds of the insurance or condemnation awards out of which such costs are to be paid pursuant to the Lease.

(ii) To provide funds to pay all or any part of the costs of acquiring and installing additions to the Equipment or other improvements that may be added to the Equipment, all as the City may deem necessary or desirable.

(iii) To provide funds for refunding all or any portion of the Certificates of any series then Outstanding, including the payment of any premium thereon and interest to accrue to the designated Prepayment Date and any expenses in connection with such refunding.

(iv) Any other purpose permitted by law as the City may deem necessary or desirable.

The principal amount of any Additional Certificates may include an amount sufficient to pay the costs and expenses of delivery, any required funding of a reserve fund and such capitalized amounts as are permitted by law.

(b) Before any Additional Certificates may be executed and delivered under the provisions of this Section, the City shall (i) adopt an ordinance authorizing the execution and delivery of a Supplemental Lease and approving the issuance of such Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any, (ii) 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 (iii) 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 becomes due, and for such other matters as are appropriate because of the execution and delivery of the Additional Certificates proposed to be delivered.

(c) Such Additional Certificates will have the same designation as the Series 2021 Certificates, except for an identifying series letter or date. 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 2021 Certificates and any other Additional Certificates.

(d) The 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 of the ordinance adopted by the City Council of the City authorizing such Supplemental Lease and approving the execution and delivery of the Additional Certificates, fixing the amount and terms thereof and describing the Certificates to be refunded, if any.

(ii) Executed counterparts of the Supplemental Declaration of Trust authorizing such Additional Certificates, the Supplemental Lease and any certificate purchase agreement relating to the Additional Certificates.

(iii) An opinion of Special Tax Counsel to the effect that the execution and delivery of such Additional Certificates will not result in the Interest Portion of Basic Rent evidenced by any tax-exempt Certificates then Outstanding becoming includable in gross income of the Owners thereof for federal income tax purposes.

(iv) Evidence of the insurance required by **Article VII** of the Lease.

(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 paragraph (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 of such Additional Certificates or hold the Additional Certificates as FAST Agent for the benefit of the beneficial owners, but only upon payment of the purchase price of such Additional Certificates. The Proceeds of Additional Certificates, including accrued interest, if any, paid to the Trustee will be deposited as follows or as provided in the Supplemental Declaration of Trust:

(i) all accrued interest, if any, paid by the purchasers of the Additional Certificates into the Lease Revenue Fund; and

(ii) the remaining Proceeds from any Additional Certificates, as provided in the Supplemental Declaration of Trust relating to such Additional Certificates.

Section 3.10. Book-Entry Only System. The Certificates shall initially be registered on the Certificate register maintained by the Registrar in the name of Cede & Co., and beneficial owners will not receive certificates representing their respective interests in the Certificates, except in the event of Replacement Certificates as provided below. It is anticipated that during the term of the Certificates, the Securities Depository will make book-entry transfers among the Participants and receive and transmit notices with respect to and payments representing the Principal Portion of Basic Rent and the Interest Portion of Basic Rent with respect to the Certificates until and unless the Trustee executes and delivers Replacement Certificates to the beneficial owners as described below.

The Trustee agrees to give the various written notices to the Securities Depository in accordance with the Representation Letter delivered to the Securities Depository in connection with the original execution and delivery of the Certificates.

If the Securities Depository determines to discontinue providing its services with respect to the Certificates and the City cannot obtain a qualified successor Securities Depository, or if the Participants holding ~~of~~ not less than 50% of the unpaid Principal Portion of Basic Rent Payments represented by the Certificates then Outstanding ~~-determines determine~~ not to use the book-entry system of the Securities Depository, the Trustee shall execute and deliver one or more certificates (the "Replacement Certificates") to the Participants in principal amounts and maturities corresponding to the identifiable beneficial owners' interests in the Certificates, with such adjustments as the Trustee may find necessary or appropriate as to accrued interest and previous calls for prepayment. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Certificate is registered in the name of the Securities Depository or its nominee. Upon the issuance 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. 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 by the City.

Section 3.11. Successor Securities Depository. In the event 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 and Exchange Act of 1934, as amended, or other applicable state or federal statute or regulation, the City may appoint a successor Securities Depository, provided the City receives written evidence satisfactory to the City with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository that is a registered clearing agency under the Securities and Exchange Act of

1934, as amended, or other applicable state or federal statute or regulation. Upon the appointment of a successor Securities Depository, the former Securities Depository shall surrender the Certificates, together with assignments duly executed in accordance with **Section 3.04**, to the Trustee for transfer to the successor Securities Depository, and the Trustee shall cause the authentication and delivery of the Certificates to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 3.12. 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. Upon written request of the City, 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 portion of 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 2021 Certificates.

(a) *Optional Prepayment.* The Series 2021 Certificates maturing on October 1, 20__ and thereafter shall be subject to optional prepayment, as a whole or in part, on October 1, 20__ or any date thereafter, at a Prepayment Price equal to 100% of the Principal Portion of Basic Rent represented by the

Series 2021 Certificates being prepaid, plus the Interest Portion of Basic Rent accrued to the Prepayment Date, from amounts paid by the City upon the exercise of its option to purchase the Trustee's interest in the Equipment or to partially prepay Basic Rent Payments pursuant to the terms of the Lease.

(b) *Extraordinary Optional Prepayment – Damage, Destruction, Condemnation, Changes in Law.* The Series 2021 Certificates shall be subject to optional prepayment on any date prior to their respective stated maturities, as a whole ~~or but~~ not in part, 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) of, or loss of title to, substantially all of the Equipment, or if as a result of changes in the constitution of the State or legislative or administrative action by the State or the United States, the Lease or this Declaration of Trust becomes unenforceable and the City purchases the Trustee's interest in the Equipment pursuant to the Lease.

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 by lot or in such other 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 series and maturity, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

Section 5.05. Notice of Prepayment to Owners. 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.

Such notice may be conditioned upon moneys being on deposit with the Trustee on or prior to the Prepayment Date in an amount sufficient to pay the Prepayment Price on the Prepayment Date. If the notice is conditional and either the Trustee receives written notice from the City that moneys sufficient to pay the Prepayment Price will not be on deposit on the Prepayment Date, or such moneys are not received on the Prepayment Date, then such notice shall be of no force and effect, the Trustee shall not prepay the

Certificates on such Prepayment Date and the Trustee shall give notice, in the same manner in which the notice of prepayment was given, that such moneys were not or will not be so received and that such Certificates will not be prepaid on such Prepayment Date.

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 canceled upon surrender thereof and destroyed by the Trustee pursuant to **Section 3.12**.

ARTICLE VI

DELIVERY OF CERTIFICATES; FUNDS; APPLICATION OF PROCEEDS

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

- (a) Costs of Delivery Fund.
- (b) Lease Revenue Fund.

~~In addition to the Funds described above, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the Escrow Agreement.~~

All Funds ~~(except for the Escrow Fund)~~ 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 ~~(except for the Escrow Fund)~~ shall be applied as hereinafter provided. ~~The investment and use of money in the Escrow Fund shall be governed by the provisions of the Escrow Agreement.~~

Section 6.02. Application of Proceeds of Series 2021 Certificates and Other Money. The net proceeds of the Series 2021 Certificates (less \$_____ to be withheld by the Underwriter for

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certain costs of issuance), together with other legally available funds of the City, will be deposited as follows:

(a) in the Lease Revenue Fund, any accrued interest with respect to the Series 2021 Certificates;

(b) ~~is transferred to the Escrow Fund~~ 2019 Trustee, the sum of \$ _____ (consisting of \$ _____ from proceeds of the Series 2021 Certificates and \$ _____ from other legally available funds of the City) ~~to be used in accordance with the Escrow Agreement~~; an amount sufficient to prepay the 2019 Lease on or about July 28, 2021;

(c) transferred to The Bank of New York Mellon Trust Company, N.A., as trustee for the Series 2011 Certificates \$ _____, an amount sufficient to prepay the Series 2011 Certificates on or about ~~July 28~~ August 13, 2021, the prepayment date thereof; and

(d) in the Costs of Delivery Fund, the remaining proceeds of the Series 2021 Certificates (\$ _____) to be used in accordance with **Section 6.04**.

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.

(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.

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 Costs of Delivery Fund.

(a) Moneys in the Costs of Delivery Fund shall be used to pay Costs of Delivery. Payment shall be made from moneys in the Costs of Delivery 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 such disbursements, the Trustee shall be entitled to conclusively rely upon each written requisition certificate executed as described above without inquiry or investigation. The receipt by the Trustee of a requisition certificate executed as described above shall constitute unto the Trustee an irrevocable determination that all conditions precedent to the payment of the specified amounts from the Costs of Delivery Fund have been completed. The Trustee may confirm each funds transfer instruction received by confirming with an Authorized Representative, in accordance with its procedures. The Authorized Representatives understand that the Trustee's inability to receive or confirm funds transfer instructions may result in a delay in accomplishing such funds transfer and agree that the Trustee shall not be liable for any loss caused by any such delay.

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

(c) Any amounts remaining in the Costs of Delivery Fund on December 1, 2021 shall be transferred to the Lease Revenue Fund and applied by the Trustee to pay Basic Rent on the next Basic Rent Payment Date.

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. 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 Equipment pursuant to **Section 10.01** of the Lease, all amounts remaining in the Funds ~~(except the Escrow Fund)~~ shall be paid to the City.

Section 6.07. 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 the 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 6.08. Nonpresentment of Certificates. If any Certificate shall not be presented for payment when 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.

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 Lease Revenue Fund or the Costs of Delivery Fund 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 as provided herein.

Section 7.02. Investment of Moneys. Moneys held in the Costs of Delivery Fund and the Lease Revenue Fund 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 shall hold such moneys uninvested. The Trustee may conclusively rely upon the written investment direction of the City as to the suitability and legality of the directed investment, and shall have no obligation to determine if the direct investment complies with the requirements of the Tax Compliance Agreement. 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 the Costs of Delivery Fund or the Lease Revenue Fund 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 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, and any loss resulting from such Investment Securities shall be charged to such Fund.

For purposes of determining the amount in the Costs of Delivery Fund or the Lease Revenue Fund, the value of any investments shall be computed at the market value thereof, exclusive of accrued interest. The Lease Revenue Fund shall be valued on June 30 of each year, after any payments required to be made on such date have been made.

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 THIS 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 Series 2021 Certificates then Outstanding shall have been filed with the Trustee. No such modification or amendment shall (i) extend the stated maturity or optional or mandatory Prepayment Date, if any, 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 this 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, except in connection with the delivery of any Additional Certificates, or permit the creation of any lien on the moneys in the Costs of Delivery 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 Costs of Delivery 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 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 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 or the Lease, or in regard to matters or questions arising under this Declaration of Trust or 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 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 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 exclusion of the Interest Portion of Basic Rent from gross income for purposes of federal income taxation;

(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 designated corporate trust 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 designated corporate trust 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 series, 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 consents to any modification or amendment of this Declaration of Trust or the Lease, there shall have been delivered to the Trustee an Opinion of Counsel to the effect that such amendment (i) is permitted by this Declaration of Trust and the instrument modified or amended (if other than this Declaration of Trust), (ii) complies with their terms and (iii) 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 an opinion of Special Tax Counsel to the effect that such amendment will not adversely affect the exclusion from gross income for purposes of federal income taxation of the Interest Portion of Basic Rent Payments represented by the Certificates (if applicable). 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 effect 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 Supplemental Lease which affects the Trustee's own rights, duties or immunities under this Declaration of Trust or the 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 the 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 or lease all or any portion of the Equipment 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 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 of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates 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 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 has been indemnified as provided in **Sections 9.07** and **11.01(m)** hereof and 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.

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 (including without limitation attorneys' fees and expenses), 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 or have been declared due and payable (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 became or were declared due and payable 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 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 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 (including, without limitation, attorneys' fees and expenses) have been paid, any balance remaining in the Lease Revenue Fund 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 the 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 and the Interest Portion of the Basic Rent represented by any Certificate at and after the maturity or earlier 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 proceedings 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 of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates with respect to which a default in the payment of Principal Portion of Basic Rent represented thereby exists; or (b) a majority of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates in the case of any other default; provided, however, that there shall not be waived (1) any Event of Default respecting the payment of the Principal Portion of Basic Rent represented by any Certificate at its maturity date, or (2) 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 (including, without limitation, attorneys' fees and expenses) 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 Event of 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).

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 Equipment in accordance with **Article X** of the Lease by the irrevocable deposit in escrow of moneys 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 moneys and such Government Obligations, and (ii) the City has delivered to the Trustee, (A) 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 (B) if sufficiency of the deposited moneys and Government Obligations is dependent upon investment earnings, an accountant's certificate verifying the sufficiency of the moneys 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 has 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 (including, without limitation, attorneys' fees and expenses), the Trustee shall turn over to the City any surplus in the Lease Revenue Fund and all balances remaining in any other Funds 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 moneys or 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 (a) the maturity date or Prepayment Date, as the case may be, of the Certificates, (b) a description of the Government Obligations, if any, so held by it, and (c) 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 moneys or Government Obligations to be deposited or held may include moneys or Government Obligations held by the Trustee in the Funds established pursuant to this Declaration of Trust (exclusive of the Costs of Delivery 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 the 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 this Declaration of Trust or security agreements (excluding the continuation of Uniform Commercial Code financing statements) in connection therewith, or for insuring the Equipment, or for collecting any insurance money 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 written direction of an Authorized Representative (provided that no Event of Default or Event of Nonappropriation has occurred and is continuing) or 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 written direction of an Authorized Representative (provided that no Event of Default or Event of Nonappropriation has occurred and is continuing) or by a Directive. Written notice of any removal or resignation pursuant to this subsection (i) shall be given to the City and the Owners.

(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 written direction of an Authorized Representative (provided that no Event of Default or Event of Nonappropriation has occurred and is continuing) or 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 Registrar 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, 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) 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.

(n) 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.

(o) 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.

(p) 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**.

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

(r) 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.

(s) 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 will represent the Owners of a majority of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates.

(t) The Trustee shall cause to be filed continuation statements to the financing statements, if any, under the Uniform Commercial Code of the State, with the appropriate filing office of the State, in such manner as may be required by the Uniform Commercial Code of the State. The City shall be responsible for the reasonable fees and costs, including fees and costs of counsel or other experts, incurred by the Trustee in the preparation and filing of all continuation statements hereunder. Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial, amendment or other filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings or any amendments or other changes to Article 9 of the Uniform Commercial Code of the State. The Trustee shall be fully protected in relying on information with respect to such initial filings delivered to it by or on behalf of the City.

(u) The Trustee agrees to accept and act upon instructions or directions pursuant to this Declaration of Trust sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

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(i)** 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.

Notwithstanding anything elsewhere in this Declaration of Trust or the Lease contained, 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 (including without limitation attorneys' fees 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.

Section 11.04. Right of Trustee to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, ordinance, 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 pursuant to and in accordance with this Declaration of Trust 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. The fees and expenses of such counsel will be deemed to be a proper expense of the Trustee.

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, omitted or suffered in good faith under the provisions of this Declaration of Trust in reliance upon such statement, and, prior to the occurrence of a default of which the Trustee has been notified as provided in **Section 11.01(f)** or of which by said section it is deemed to have notice, the Trustee will also be at liberty to accept a similar statement to the effect that any particular dealing, transaction or action is necessary or expedient, 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 set forth in **Section 4.07** of the Lease (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, the City or the Certificate Owners 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 the address as shown by the register maintained pursuant to **Section 3.06**.

(b) If to the City: City of Florissant, Missouri
955 Rue St. Francois Street
Florissant, Missouri 63031
Attn: Director of Finance

(c) If to the Trustee: BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102
Attn: Corporate Trust Department

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, including the Owners of the Certificates if 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.

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(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 sent, received or 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.

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.

Section 12.07. Anti-Discrimination Against Israel Act. Pursuant to Section 34.600 of the Revised Statutes of Missouri, the Trustee certifies it is not currently engaged in and shall not, for the duration of this Declaration of Trust, engage in a boycott of goods or services from (a) the State of Israel, (b) companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or (c) persons or entities doing business in the State of Israel.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Trustee, has caused this Declaration of Trust to be executed by its duly authorized signatory, all as of the day and year indicated above.

**BOKE, N.A.,
as Trustee**

By: _____
Name: _____
Title: _____

S-1

EXHIBIT A
TO DECLARATION OF TRUST

FORM OF REFUNDING CERTIFICATE OF PARTICIPATION

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

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

No. _____

\$ _____

**REFUNDING CERTIFICATE OF PARTICIPATION
SERIES 2021**

<u>Interest Rate</u>	<u>Payment Date</u>	<u>Certificate Date</u>	<u>CUSIP</u>
_____ %	October 1, 20____	July 28, 2021	_____

Registered Owner: **CEDE & CO.**

Principal Sum: _____

THIS IS TO CERTIFY that the Registered Owner identified above of this Certificate of Participation (this "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 national banking association organized under the laws of the United States of America (the "Trustee"), and the City of Florissant, Missouri, a home rule constitutional charter 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, by the Trustee, as amended or supplemented from time to time (the "Declaration of Trust"), which is on file at the payment office of the Trustee located in St. Louis, Missouri. 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

A-1

designated as interest on April 1 and October 1, commencing on October 1, 2021, to and including the Certificate Payment Date or the Prepayment Date, whichever is earlier. Said proportionate share of the Basic Rent Payments designated as interest is computed on the principal sum specified above from the Dated Date, or the most recent date to which such interest has been paid, at the interest rate specified above on the basis of a 360-day year of twelve 30-day months.

SAID AMOUNTS are payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts. The amounts representing principal and prepayment premium, if any, are payable by check or draft upon the presentation and surrender of this Certificate at the designated corporate trust office of the Registrar, 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 preceding the applicable interest payment date (the "Record Date") by check or draft mailed to said Registered Owner at his her or its address as it appears in said register or by electronic transfer to such Registered Owner upon written notice given to the Registrar by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name of the bank, the bank's ABA routing number, the account number to which such Registered Owner wishes to have such transfer directed, and an acknowledgement that an electronic transfer fee may be applicable.

BASIC RENT PAYMENTS are payable solely from Available Revenues which include, 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, CHARTER 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 "Refunding Certificates of Participation, Series 2021," (the "Series 2021 Certificates") delivered for the purpose of providing funds, together with other legally available funds of the City, to (i) prepay an outstanding lease obligation of the City and (ii) pay the costs of executing and delivering the Series 2021 Certificates. The Series 2021 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 principal 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, terms and conditions upon which the Series 2021 Certificates are delivered thereunder.

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 of the aggregate unpaid Principal Portion represented by the then Outstanding Certificates and other amendments or supplements thereto to be made only with the consent of all Owners.

If certain conditions are met, the Lease may be amended without the consent of or notice to the Certificate Owners to modify the amount of Basic Rent payable by the City, and additional certificates of participation evidencing interests in such increased Basic Rent may be executed and delivered under the Declaration of Trust ("Additional Certificates"). Such Additional Certificates would be on a parity with the Series 2021 Certificates.

The Certificates are subject to prepayment as described 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 prepaid 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 shall 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 is transferable upon the Certificate register, which shall be kept for that purpose at the designated corporate trust 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 series, 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 Certificates are being issued by means of a book-entry system with no physical distribution of Certificates to be made except as provided in the Declaration of Trust. One Certificate with respect to each Certificate Payment Date, registered in the nominee name of the Securities Depository, is being delivered. The book-entry system will evidence positions held in the Certificates by the Securities Depository's Participants, beneficial ownership of the Certificates 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 Trustee will recognize the Securities Depository nominee, while the Registered Owner of this Certificate, as the Owner of this Certificate for all purposes, including (i) payments of the Principal Portion and Interest Portion of Basic Rent, (ii) notices and (iii) voting. Transfers of the Principal Portion and Interest Portion of Basic Rent to Participants of the Securities Depository, and transfers of the Principal Portion and Interest Portion of Basic Rent to beneficial owners of the Certificates by Participants of the Securities Depository will be the responsibility of such Participants and other nominees of such beneficial owners. 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 Certificate, notwithstanding the provision hereinabove contained,

payments on this Certificate shall be made in accordance with existing arrangements among the City, 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 designated corporate trust 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 series, maturity and interest rate. 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
Taxpayer 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 the 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.

Medallion Signature Guarantee:

EXHIBIT B
TO DECLARATION OF TRUST
FORM OF REQUISITION CERTIFICATE
FOR COSTS OF DELIVERY

Request No. _____

Date: _____

WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF FLORISSANT, MISSOURI
COSTS OF DELIVERY FUND

To: BOKF, N.A.
200 North Broadway, Suite 1710
St. Louis, Missouri 63102
Attn: 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 Florissant, Missouri (the "City"), and **Section 6.04** of the Declaration of Trust dated as of July 1, 2021 executed by the Trustee (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. *All capitalized terms used in this request have the meanings assigned in the Lease and the Declaration of Trust.*

The City hereby states and certifies that:

- a. The names of the persons, firms or corporations, if any, to whom the payments requested hereby are due and the amounts to be paid are as set forth on **Attachment I** hereto.
- b. No part of the 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.
- c. With respect to this disbursement, the City (a) certifies it has reviewed any wire instructions set forth herein to confirm such wire instructions are accurate, and (b) agrees it will not seek recourse from the Trustee as a result of losses incurred by it for making the disbursement in accordance with its instructions herein.

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 or the passage of time or both would constitute, an Event of Default.

CITY OF FLORISSANT, MISSOURI

By _____
Authorized Representative

B-1

**ATTACHMENT I
TO WRITTEN REQUEST FOR DISBURSEMENT FROM
CITY OF FLORISSANT, MISSOURI
COSTS OF DELIVERY FUND**

SCHEDULE OF PAYMENTS REQUESTED

<u>Payee and Address</u>	<u>Amount</u>	<u>Description</u>
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EXHIBIT C
TO DECLARATION OF TRUST
PAYMENT SCHEDULE FOR SERIES 2021 CERTIFICATES*

* 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.

C-1

G&B DRAFT #1: MAY 28, 2021: JUNE 22, 2021

CONTINUING DISCLOSURE UNDERTAKING

Dated as of July 1, 2021

by the

CITY OF FLORISSANT, MISSOURI

\$(Principal)
\$6,460,000

**REFUNDING CERTIFICATES OF PARTICIPATION
SERIES 2021**

CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated as of July 1, 2021 (this “**Continuing Disclosure Undertaking**”), is executed and delivered by the **CITY OF FLORISSANT, MISSOURI** (the “**City**”).

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the City in connection with the delivery of ~~Principal~~ \$6,460,000 principal amount of Refunding Certificates of Participation, Series 2021 (the “**Series 2021 Certificates**”) pursuant to a Declaration of Trust dated as of July 1, 2021, (the “**Declaration of Trust**”), granted by BOKF, N.A., as trustee (the “**Trustee**”).

2. The City is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the 2021 Certificates and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the “**Rule**”). The City is the only “**obligated person**” with responsibility for continuing disclosure hereunder.

The City covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Declaration of Trust, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“**Annual Report**” means any Annual Report provided by the City pursuant to, and as described in, **Section 2** of this Continuing Disclosure Undertaking.

“**Beneficial Owner**” means any registered owner of any Series 2021 Certificates and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2021 Certificates (including persons holding Series 2021 Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2021 Certificates for federal income tax purposes.

“**Business Day**” means a day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banks located in any city in which the principal office or designated payment office of the Trustee or the Dissemination Agent is located are required or authorized by law to remain closed, or (c) a day on which the Securities Depository or the New York Stock Exchange is closed.

“**Dissemination Agent**” means any entity designated in writing by the City to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the City a written acceptance of such designation.

“**EMMA**” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“**Financial Obligation**” means (a) a debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation;

Continuing Disclosure Undertaking

or (c) guarantee of (a) or (b) in this definition; *provided however*, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means the 12-month period beginning on **December 1** and ending on **November 30** or any other 12-month period selected by the City as the Fiscal Year of the City for financial reporting purposes.

“Material Events” means any of the events listed in **Section 3** of this Continuing Disclosure Undertaking.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

“Participating Underwriter” means any of the original underwriter(s) of the Series 2021 Certificates required to comply with the Rule in connection with the offering of the Series 2021 Certificates.

Section 2. Provision of Annual Reports.

(a) The City shall, not later than 180 days after the end of the City’s Fiscal Year, commencing with the year ending November 30, 2021, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):

- (1) The audited financial statements of the City for the prior Fiscal Year, prepared in accordance with accounting principles generally accepted in the United States. If audited financial statements are not available by the time the Annual Report is required to be provided pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Series 2021 Certificates, and the audited financial statements shall be provided in the same manner as the Annual Report promptly after they become available.
- (2) Updates as of the end of the Fiscal Year of certain financial information and operating data contained in the final Official Statement related to the Series 2021 Certificates, as described in **Exhibit A**, in substantially the same format contained in the final Official Statement with such adjustments to formatting or presentation determined to be reasonable by the City.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the City is an **“obligated person”** (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The City shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided

in this Section; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the City's Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

- (b) The Annual Report shall be filed with the MSRB in such manner and format as is prescribed by the MSRB.

Section 3. Reporting of Material Events. Not later than **10** Business Days after the occurrence of any of the following events, the City shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Series 2021 Certificates ("**Material Events**"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) 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 Series 2021 Certificates, or other material events affecting the tax status of the Series 2021 Certificates;
- (7) modifications to rights of certificate holders, if material;
- (8) certificate calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Series 2021 Certificates, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) 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;
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material;
- (15) incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and
- (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

If the City has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the City shall send a notice to the MSRB, in substantially the form attached hereto as **Exhibit B**, of

the failure of the City to file on a timely basis the Annual Report, which notice shall be given by the City in accordance with this **Section 3**.

Section 4. Termination of Reporting Obligation. The City's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Series 2021 Certificates. If the City's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the City, and the City shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Series 2021 Certificates, the City shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

Section 5. Dissemination Agents. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the City. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the City pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the City may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Special Tax Counsel or other counsel experienced in federal securities law matters provides the City with its written opinion that the undertaking of the City contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that required by this Continuing Disclosure Undertaking. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that specifically required by this Continuing Disclosure Undertaking, the City shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the City fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Series 2021 Certificates may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Declaration of Trust, the Lease or the Series 2021 Certificates, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the City to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the City, the Participating Underwriter, and the Beneficial Owners from time to time of the Series 2021 Certificates, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Declaration of Trust or the Series 2021 Certificates shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transactions. The arrangement described herein may be conducted and related documents may be sent, received, or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original 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 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Missouri.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the City has caused this Continuing Disclosure Undertaking to be executed as of the day and year first above written.

CITY OF FLORISSANT, MISSOURI

By: _____
Title: Mayor

**EXHIBIT A
TO CONTINUING DISCLOSURE UNDERTAKING**

**FINANCIAL INFORMATION AND OPERATING DATA TO BE
INCLUDED IN ANNUAL REPORT**

The financial information and operating data contained in the tables in Appendix A of the final Official Statement relating to the Series 2021 Certificates under the sections captioned contained:

To be determined:

1. “FINANCIAL INFORMATION CONCERNING THE CITY - The General Fund”
and “- Sources of Revenue”

2. “DEBT STRUCTURE OF THE CITY - Debt Ratios and Related Information”
(except overlapping debt information)

3. “PROPERTY TAX INFORMATION - Property Valuations”

Formatted: Justified

**EXHIBIT B
TO CONTINUING DISCLOSURE UNDERTAKING**

FORM OF NOTICE OF FAILURE TO FILE ANNUAL REPORT

Issuer/Obligated Person: City of Florissant, Missouri (the “City”)

**Issues to which this
Notice relates:** Refunding Certificates of Participation, Series 2021 (the “Certificates”)

CUSIP Numbers for Issue to which this Report relates:

<u>Maturity Date</u>	<u>CUSIP Number</u>	<u>Maturity Date</u>	<u>CUSIP Number</u>
2022		2029	
2023		2030	
2024		2031	
2025		2031	
2026		2033	
2027		2034	
2028			

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Certificates as required by the Continuing Disclosure Undertaking dated as of July 1, 2021 by the City. [The City anticipates that the Annual Report will be provided by _____, 20__.]

For additional information, contact:

Director of Finance
City of Florissant, Missouri
955 Rue St. Francois Street
Florissant, Missouri 63031
(314) 839-7610

Date Submitted: [Date]

CITY OF FLORISSANT, MISSOURI

B-1

1 INTRODUCED BY COUNCILMAN AS A WHOLE
2 JUNE 28, 2021

3
4 BILL NO. 9694

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN AMENDMENT TO ARTICLE XIV,**
7 **“MISCELLANEOUS OFFENSES” TO PROHIBIT BARS ON WINDOWS**
8 **OF COMMERCIAL ESTABLISHMENTS.**
9

10 WHEREAS in an emergency situation, bars on windows could prevent
11 evacuation of occupants; and

12 WHEREAS in case of a fire or other emergency, intervention or rescue could be
13 delayed; and

14 WHEREAS the City Council feels it is in the best interest of the health and
15 safety of the residents and business owners to prohibit bars on windows of commercial
16 establishments.

17
18 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
19 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
20

21 Section 1: Article XIV “Miscellaneous Offenses” is hereby amended by adding a new
22 Section 210.2265 “Obstruction of Window openings of Commercial Establishments” to read as
23 follows:
24

25 **210.2265 Obstruction of Window Openings of Commercial Establishments**
26

27 It shall be unlawful for the owner, operator or proprietor of any business
28 having a window opening to the exterior of the building to install or have
29 installed any metal bars, or grilles over the window opening on either the
30 exterior or interior of the building.
31

32
33 Section 2: This ordinance shall become in force and effect immediately upon its passage
34 and approval.

35 Adopted this _____ day of _____, 2021.

36
37 _____
38 Keith Schildroth, Council President

39 Approved this _____ day of _____, 2021.

40
41 _____
42 Mayor Timothy J. Lowery

43 ATTEST:

44 _____
45 Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN PARSON
2 JUNE 28, 2021

3
4 BILL NO. 9695

ORDINANCE NO.

5
6 **ORDINANCE AUTHORIZING AN AMENDMENT TO ARTICLE XVII,**
7 **“RESIDENTIAL RENTAL REAL ESTATE” TO PROHIBIT SHORT**
8 **TERM RENTALS.**
9

10 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
11 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:
12

13 Section 1: Article XVII “Residential Rental Real Estate” is hereby amended by adding a
14 new Section 605.462 to read as follows:
15

16 **605.462 Short Term Rentals Prohibited**
17

18 Short term rentals or Vacation Rentals are prohibited in all residential zoning districts,
19 except for a bed and breakfast establishment, lodging establishment and private clubs
20 where lodging is furnished to members.
21

22 Section 2: Article XVII “Residential Rental Real Estate”, section 605.454 “Definitions”
23 is hereby amended by deleting the definition of “Residential Rental Property” in its entirety and
24 replacing it with the following:
25

26 **RESIDENTIAL RENTAL PROPERTY**

27 Dwellings, duplex dwellings, multiple dwellings and one-family dwellings
28 occupied by or offered for rent, lease or occupancy to any person(s), who
29 otherwise qualify for an occupancy permit, who are not the owners of record of
30 said property. excluding bed and breakfast establishments, lodging establishments
31 and private clubs where lodging is furnished to members.
32

33 Section 3: This ordinance shall become in force and effect immediately upon its passage
34 and approval.

35 Adopted this ____ day of _____, 2021.

36
37 _____
38 Keith Schildroth, Council President

39 Approved this ____ day of _____, 2021.
40

41
42 _____
43 Timothy J. Lowery, Mayor

44 ATTEST:

45 _____
46 Karen Goodwin, MPPA/MMC/MRCC
City Clerk

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: July 1, 2021

Mayor's Approval: 

Agenda Date Requested: I

12-Jul-21

Resolution to supporting submittal of a grant for St. Louis County Municipal Park Grant Round 22 to renovate fitness areas at Eagan Center and JFK Center.

account # 09-5-09-61470 Capital Additions - Park Improvements

Department: Parks and Recreation

Recommending Board or Commission:

Type of request:

Ordinances	X	Other	X
Appropriation		Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
Amendment		Resolution	
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment	X		

Public Hearing needed: Yes / No

NO

3 readings? : Yes / No

NO

Back up materials attached:

Minutes

Maps

Memo

Draft Ord.

Back up materials needed:

Minutes

Maps

Memo

Draft Ord.

Note: Please include all attachments necessary for documents to be generated for inclusion on the Agenda. All agenda requests are to be turned in to the City Clerk by 5pm on Tuesday prior to the Council meeting.

For City Clerk Use Only:

Introduced by: _____

PH Speaker: _____

From the Desk of
Cheryl A. Thompson-
Stimage

Interoffice Memo

To: Florissant City Council

Thru: Mayor Timothy J. Lowery

From: Cheryl A. Thompson-Stimage, Director of Parks and Recreation

Date: July 1, 2021

Re: Resolution for St. Louis County Park Grant Round 22

Cheryl A. Thompson-Stimage
7/1/21

This resolution is presented to you for approval to submit a Grant for the renovation of fitness areas at Eagan Center and JFK Center. This grant will provide \$525,000 of the cost associated with this project. The grant will be submitted in August 2021 for project funding in 2022.

1 INTRODUCED BY COUNCIL AS A WHOLE
2 JULY 12, 2021

3 *Resolution No. 1030*

4
5 **RESOLUTION OF THE FLORISSANT CITY COUNCIL**
6 **SUPPORTING A GRANT APPLICATION FOR RENOVATIONS**
7 **TO THE JAMES J. EAGAN CIVIC CENTER AND JFK CIVIC**
8 **CENTER FITNESS SPACES.**
9

10 WHEREAS, the City Council deems it necessary to improve a public park or facility, more
11 specifically known as James J. Eagan Civic Center and the John F. Kennedy Civic Center,
12 to serve its citizens as well as those in the metropolitan area.

13
14 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
15 FLORISSANT MISSOURI AS FOLLOWS:

- 16
17 1. An application be made to the Municipal Park Grant Program in the County of St.
18 Louis for a grant-in-aid for some or all the costs of the project, reimbursable by the
19 Commission upon completion by the city.
20
21 2. That a project proposal be prepared and submitted to the Municipal Park Grant
22 Commission.
23
24 3. The governing body hereby authorizes Mayor Timothy J. Lowery to sign and
25 execute the necessary documents for forwarding the project proposal application and
26 later execute an agreement for a grant-in-aid from the Municipal Park Grant
27 Commission.
28
29 4. If a grant is awarded, the City of Florissant will enter into an agreement or contract
30 with the Commission regarding said grant.
31

32 PASSED AND RESOLVED THIS _____ DAY OF _____, 2021.
33

34
35 _____
36 Keith Schildroth, Council President

37 Attest:

38 _____
39 Karen Goodwin, MPPA, MMC, MRCC,
City Clerk

1 INTRODUCED BY COUNCILMAN PARSON
2 JULY 12, 2021

3
4 BILL NO. 9696

ORDINANCE NO.

5
6 **ORDINANCE TO APPROVE THE REZONING OF 12895 NEW HALLS FERRY**
7 **ROAD FROM B-3 “EXTENSIVE BUSINESS DISTRICT” TO B-5 “PLANNED**
8 **COMMERCIAL DISTRICT” FOR THE LOCATION OF A CARRYOUT, DRIVE-**
9 **THROUGH RESTAURANT (IMO’S).**

10
11 WHEREAS, Ordinance No. 1625, as amended, establishes within the City of Florissant district
12 classifications for the purpose of regulating their construction and use of land, buildings and property
13 within the said various districts, and said Ordinance provides the nature, kind and character of buildings
14 that may be erected in each of the said districts and the use to which the land and buildings may be put;
15 and

16 WHEREAS, the Planning and Zoning Commission of the City of Florissant has recommended to
17 the City Council at their meeting of June 21, 2021 that Ordinance No. 1625 be amended to change the
18 classification of the property at 12895 New Halls Ferry from B-3 “Extensive Business District to to B-5
19 “Planned Commercial District”; and

20 WHEREAS, due and lawful notice of a public hearing no. 21-07-016 on said proposed zoning
21 change was duly published, opened on July 12, 2021 at 7:00 P.M. by the Council of the City of
22 Florissant; and

23 WHEREAS, the Council, following said public hearing, and after due and careful deliberation,
24 has concluded that the amendment of Ordinance No. 1625, as amended, as hereinafter set forth, to be in
25 the best interest of the public health, safety and welfare of the City of Florissant; and

26 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
27 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

28
29 Section 1: Ordinance No. 1625, as amended, is hereby further amended by changing the
30 classification of the property located at 12895 New Halls Ferry from B-3 Extensive Business District to
31 B-5 Planned Commercial District to allow for the development of a carryout, drive-through restaurant
32 with the following conditions to be part of the record:

33 **1. PERMITTED USES**

34 The Uses permitted in this ‘B-5’ Planned Commercial District shall be limited to a sit down,
35 carry out, drive through restaurant as herein described and any Uses allowed as Permitted
36 Uses in the ‘B-3’ District.
37

38 **2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS**

39 The building shall be limited to a single story building with a total square footage of
40 approximately 1568 square feet. The main building shall not exceed 16 feet in height. The
41 building shall be constructed of as depicted on the plans presented: Plans dated 6/3/210 by V
42 Three Studios, that include Cover Sheet, A002, A003, A004, A100, A202A and A203.
43

44 **3. PERFORMANCE STANDARDS**

45 Uses within this 'B-5' Planned Commercial District identified herein shall conform to the
46 most restrictive performance standards as set forth in Article VII of the Florissant Zoning
47 Code.
48

49 **4. FINAL SITE DEVELOPMENT PLAN GENERAL CRITERIA**

50 The above Final Site Development Plan shall include the following:
51

- 52 a. Location and size, including height of building, landscaping and general use of the
- 53 building.
- 54 b. Gross square footage of building.
- 55 c. Existing and proposed roadways, drives, and sidewalks on and adjacent to the property in
- 56 question.
- 57 d. Location and size of parking areas and internal drives.
- 58 e. Building and parking setbacks.
- 59 f. Curb cut locations.
- 60 g. Existing proposed contours at intervals of not more than two (2) feet.
- 61 h. Preliminary storm water and sanitary sewer facilities.
- 62 I. Identification of all applicable cross-access and cross-parking agreements.
63

64 **5. FINAL SITE DEVELOPMENT PLAN CRITERIA**

65 The above Final Site Development Plan shall adhere to the following specific design criteria:
66

67 a. Structure Setbacks.

- 68 (1) No building, excluding retaining walls less than 2' ht. and light standards shall be
- 69 located within forty (40) feet of the right-of-way.
- 70 (2) The setbacks shall be as approved by the Planning and Zoning Commission.
71

72 b. Parking, Loading and Internal Drives Setbacks.

- 73 (1) Parking, loading spaces, internal drives and roadways shall be located in accordance
- 74 with drawings attached.
- 75 (2) All of the setbacks for the Preliminary Development Plan are approved but may be
- 76 modified with the approval of the Planning and Zoning Commission. (front setback
- 77 shall be adjusted in the Final Development Plan to 40' from 45'.
78

79 c. Minimum Parking/Loading Space Requirements.

- 80 (1) Parking regulations shall be as required by 405.225 of the Florissant Zoning Code,
- 81 except as otherwise varied herein. There shall be a minimum of **28** parking spaces.
- 82 Parking spaces shall comply with the Florissant parking requirements.
83

84 d. Road Improvements, Access and Sidewalks.

- 85 (1) St. Louis County Department of Highways shall approve any new work in the right-
86 of-way. The property owner shall comply with all requirements for roadway
87 improvements as specified by the Director of Public Works and St. Louis County
88 Department of Highways in approving new work.

90 e. Lighting Requirements.

91 Lighting of the property shall comply with the following standards and requirements:

- 92
93 (1) All site lighting shall be as shown in accordance with the lighting plan A004 attached.
94 (2) The maximum height of any new lights, including base, light fixture and light
95 standard, shall be 25 feet above grade.
96 (3) All lot lighting shall be directed downward and inward to reduce glare onto the
97 adjacent properties and roads.

99 f. Sign Requirements.

- 100
101 (1) All signage shall comply with the City of Florissant sign ordinance.

103 g. Landscaping and Fencing.

- 104 (1) Landscaping shall be in accordance with the landscaping plan marked **A100**, except as
105 amended herein.
106 (2) The new grass areas and new landscaped areas shall have a fully operation
107 underground irrigation system.
108 (3) Any modifications to the landscaping plan shall be reviewed and approved by the
109 Planning and Zoning Commission.

111 h. Storm Water.

112 Storm Water and drainage facilities shall comply with the following standards and
113 requirements:

- 114
115 (1) Written approval of any required below ground storm water detention by the
116 Metropolitan St. Louis Sewer District shall be filed with the Department of Public
117 Works.
118
119 (2) The Director of Public Works shall review the storm water plans to assure that storm
120 water flow will have no adverse affect the neighboring properties or roads.

122 i. Miscellaneous Design Criteria.

- 123 (1) All applicable parking, circulation, sidewalks, and all other site design features shall
124 comply with the Florissant City Code.
125
126 (2) The minimum yard requirements shall be as set forth in the City Code for the 'B-5'
127 Planned Commercial District.

- 129 (3) All dumpsters shall be contained within a trash enclosure constructed of material to
130 match the building with gates that are solid metal, metal reinforced vinyl or metal
131 picket type with a maximum spacing of the pickets of 2 inches. The trash enclosure
132 shall be located as shown on A100
133
- 134 (5) All storm water and drainage facilities shall be constructed, and all landscaping shall
135 be installed, prior to occupancy of the building, unless remitted by the Director of
136 Public Works due to weather related factors.
137
- 138 (6) All mechanical equipment shall be roof mounted and screened from view by the
139 building parapet walls. All electrical equipment shall be properly screened with
140 landscaping as required by section 405.245 of the Florissant Municipal Code.
141
- 142 (7) Unless and except to the extent otherwise specifically provided herein, the Final Site
143 Development Plan shall comply and be in accordance with all other ordinances of the
144 City of Florissant.
145
- 146 (8) Exterior materials shall be as shown on drawing A202A and A203.
147

148 **7. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:**

149 Any changes to the approved plans attached hereto must be reviewed by the Building
150 Commissioner. The Building Commissioner must make a determination as to the extent of the
151 changes per the following procedure:
152

- 153 a. The property owner or designate representative shall submit in writing a request for an
154 amendment to the approved plans. The Building Commissioner shall review the plans
155 for consistency with the purpose and content of the proposal as originally or previously
156 advertised for public hearing and shall make an advisory determination.
157
- 158 b. If the Building Commissioner determines that the requested amendment is not consistent
159 in purpose and content with the nature of the purpose as originally proposed or
160 previously advertised for the public hearing, then an amendment to the special use
161 permit shall be required and a review and recommendation by the planning and zoning
162 commission shall be required and a new public hearing shall be required before the City
163 Council.
164
- 165 c. If the Building Commissioner determines that the proposed revisions are consistent with
166 the purpose and content with the nature of the public hearing then a determination of
167 non-necessity of a public hearing shall be made.
168
- 169 d. Determination of minor changes: If the Building Commissioner determines that an
170 amendment to the special use permit is not required and that the changes to the plans are
171 minor in nature the Building Commissioner may approve said changes.
172
- 173 e. Determination of major changes: If the Building Commissioner determines that an
174 amendment to the 'B-5' is not required but the changes are major in nature, then the
owner shall submit an application for review and approval by the Planning and Zoning
commission.

8. **VERIFICATION PRIOR TO OCCUPANCY PERMIT**

Submit Final Development Plan for approval prior to recording per City Code Section 405.135.

9. **GENERAL DEVELOPMENT CONDITIONS.**

a. Unless, and except to the extent, otherwise specifically provided herein, development shall be effected only in accordance with all ordinances of the City of Florissant.

b. The Department of Public Works shall enforce the conditions of this ordinance in accordance with the Final Site Development Plan approved by the Planning & Zoning Commission and all other ordinances of the City of Florissant.

10. **PROJECT COMPLETION.**

Construction shall start within **60** days of the issuance of building permits, and the development shall be completed in accordance of the final development plan within **365** days from start of construction.

Section 2: This ordinance shall become in full force and effect immediately upon its passage and approval.

Adopted this ____ day of _____, 2021.

Keith Schildroth
President of the Council
City of Florissant

Approved this ____ day of _____, 2021.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

1 INTRODUCED BY COUNCILMAN PARSON
2 JULY 12, 2021

3
4 BILL NO. 9697

ORDINANCE NO.

5
6 **ORDINANCE TO AUTHORIZE AN AMENDMENT TO AN EXISTING**
7 **B-5 “PLANNED COMMERCIAL DISTRICT” TO ALLOW FOR A SIT-**
8 **DOWN, CARRY-OUT RESTAURANT LOCATED AT 3234 PARKER**
9 **ROAD.**

10
11 WHEREAS, 3234 Parker was annexed into the City of Florissant and was determined to
12 be a B-5 zoning district in the City of Florissant; and

13 WHEREAS, the Planning and Zoning Commission of the City of Florissant has
14 recommended to the City Council at their meeting of June 21, 2021 that the existing B-5 Planned
15 Commercial District be amended to allow a sit-down, carry-out restaurant; and

16 WHEREAS, due and lawful notice of public hearing no. 21-07-017 on said proposed
17 change was duly published, held and concluded on the 12th of July, 2021 by the Council of the
18 City of Florissant; and

19 WHEREAS, the Council, following said public hearing, and after due and careful
20 deliberation, has concluded that the amendment to the existing B-5 development is in the best
21 interest of the public health, safety and welfare of the City of Florissant; and

22
23 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
24 FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

25
26 Section 1: The existing ‘B-5’ Planned Commercial District located at 32 Parker is
27 hereby amended to allow for a sit-down, carry-out restaurant in an existing B-5 Zoning District
28 with the following restrictions to regulate the property as part of the record:

- 29
30 1. Add to Permitted Uses, a sit down carryout restaurant at 3234 Parker for Healthy Habits
31 Nutrition as depicted on the attached plans. Any amendment to the Use, arrangement or
32 plans is subject to a ‘B-5’ Amendment.
33 2. The project shall be as shown on 1 through 12 dated 8/12/16 by Eric Fick, attached.
34

35 Since this property is zoned ‘B-5’ without a City ordinance, the recommendation includes
36 incorporation of typical ‘B-5’ language:

37
38 **1. PERMITTED USES**

39

The use permitted in this B-5 Planned Commercial District shall be limited to those permitted in a 'B-3' Extensive Business District, without a Special Use Permit and the following Uses:

- a. a sit-down carryout restaurant at 3234 Parker for Healthy Habits Nutrition as depicted on the attached plans. Any amendment to the Use, arrangement or plans is subject to a 'B-5' Amendment as shown on drawings 1 through 12 dated 8/12/16 by Eric Fick, attached.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

The building shall be limited to a single-story building with a total square footage of approximately 9900 square feet. The main building shall not exceed 22 feet in height. The building shall be constructed of as depicted on the plans presented and approved by the Planning & Zoning Commission by Idea Architects, dated

3. PERFORMANCE STANDARDS

Uses within this B-5 Planned Commercial District identified herein shall conform to the most restrictive performance standards as set forth in Article VII of the Florissant Zoning Code.

4. FINAL SITE DEVELOPMENT PLAN GENERAL CRITERIA

The above Final Site Development Plan shall include the following:

- a. Location and size, including height of building, landscaping and general use of the building.
- b. Gross square footage of building.
- c. Existing and proposed roadways, drives, and sidewalks on and adjacent to the property in question.
- d. Location and size of parking areas and internal drives.
- e. Building and parking setbacks.
- f. Curb cut locations.
- g. Existing proposed contours at intervals of not more than two (2) feet.
- h. Preliminary storm water and sanitary sewer facilities.
- I. Identification of all applicable cross-access and cross-parking agreements.

85

86 **5. FINAL SITE DEVELOPMENT PLAN CRITERIA**87
88 The above Final Site Development Plan shall adhere to the following specific
89 design criteria:
9091 a. Structure Setbacks.

- 92
-
- 93 (1) No building, excluding retaining walls and light standards shall be located
-
- 94 within forty (40) feet of the right-of-way of North Highway 67.
-
- 95 (2) The setbacks shall be as approved by the Planning and Zoning Commission.
-
- 96

97 b. Parking, Loading and Internal Drives Setbacks.

- 98
-
- 99 (1) Parking, loading spaces, internal drives and roadways shall be located in
-
- 100 accordance with the plans approved by the Planning & Zoning Commission
-
- 101 by Idea Architects.
-
- 102 (2) All of the setbacks shall be consistent with the Zoning Code, but may be
-
- 103 modified with the approval of the Planning and Zoning Commission.
-
- 104

105 c. Minimum Parking/Loading Space Requirements.

- 106
-
- 107 (1) Parking regulations shall be as required by 405.225 of the Florissant Zoning
-
- 108 Code, except as otherwise varied herein. There shall be a minimum of 46
-
- 109 parking spaces. Parking spaces shall comply with the Florissant parking
-
- 110 requirements.
-
- 111

112 d. Road Improvements, Access and Sidewalks.

- 113
-
- 114 (1) The Director of Public Works, the Missouri Department of Transportation
-
- 115 (MODOT) and St. Louis County Department of Highways shall approve any
-
- 116 new work in the North Highway 67 right-of-way. The property owner shall
-
- 117 comply with all requirements for roadway improvements as specified by the
-
- 118 Director of Public Works and MODOT in approving new work.
-
- 119

120 e. Lighting Requirements.121
122 Lighting of the property shall comply with the following standards and
123 requirements:
124

- 125 (1) All site lighting shall be compliant with the regulations of the City of
-
- 126 Florissant.
-
- 127 (2) The maximum height of any lights, including base, light fixture and light
-
- 128 standard, shall be 25 feet above grade.
-
- 129 (3) All lot lighting shall be directed downward and inward to reduce glare onto
-
- 130 the adjacent properties and roads.
-
- 131

132 f. Sign Requirements.

- 133
-
- 134 (1) All other signage shall comply with the City of Florissant sign ordinance.
-
- 135

136 g. Landscaping and Fencing.
137

- 138 (1) Landscaping shall be in accordance with the landscaping requirements of City
-
- 139 of Florissant landscape and screening ordinance.
-
- 140 (2) Any modifications to the landscaping plan shall be reviewed and approved by
-
- 141 the Planning and Zoning Commission.
-
- 142

143 h. Storm Water.
144145 Storm Water and drainage facilities shall comply with the following standards and
146 requirements:
147

- 148 (1) Written approval of any required below ground storm water detention by the
-
- 149 Metropolitan St. Louis Sewer District shall be filed with the Department of
-
- 150 Public Works.
-
- 151
-
- 152 (2) The Director of Public Works shall review the storm water plans to assure that
-
- 153 storm water flow will have no adverse effects on the neighboring properties or
-
- 154 roads.
-
- 155

156 i. Miscellaneous Design Criteria.
157

- 158 (1) All applicable parking, circulation, sidewalks, and all other site design features
-
- 159 shall comply with the Florissant City Code.
-
- 160
-
- 161 (2) The minimum yard requirements shall be as required by the City of Florissant
-
- 162 Zoning Code.
-
- 163
-
- 164 (3) All dumpsters shall be contained within a trash enclosure constructed of
-
- 165 material complimentary to the building with gates that are solid metal, metal
-
- 166 reinforced vinyl or metal picket type with a maximum spacing of the pickets
-
- 167 of 2 inches. The trash screen shall be located in the Southeast corner of the
-
- 168 property as it is existing.
-
- 169
-
- 170 (5) All storm water and drainage facilities shall be constructed, and all
-
- 171 landscaping shall be installed, prior to occupancy of the building, unless
-
- 172 remitted by the Director of Public Works due to weather related factors.
-
- 173
-
- 174 (6) All mechanical equipment shall be roof mounted and screened from view by
-
- 175 the building parapet walls. All electrical equipment shall be properly screened
-
- 176 with landscaping as required by section 405.245 of the Florissant Municipal
-
- 177 Code.

178

- (7) Unless and except to the extent otherwise specifically provided herein, the Final Site Development Plan shall comply and be in accordance with all other ordinances of the City of Florissant.

6. AMENDMENTS TO THE SITE AND EXTERIOR BUILDING PLANS:

Any changes to the approved plans attached hereto must be reviewed by the Building Commissioner. The Building Commissioner must make a determination as to the extent of the changes per the following procedure:

- a. The property owner or designate representative shall submit in writing a request for an amendment to the approved plans. The building commissioner shall review the plans for consistency with the purpose and content of the proposal as originally or previously advertised for public hearing and shall make an advisory determination.
- b. If the building commissioner determines that the requested amendment is not consistent in purpose and content with the nature of the purpose as originally proposed or previously advertised for the public hearing, then an amendment to the special use permit shall be required and a review and recommendation by the planning and zoning commission shall be required and a new public hearing shall be required before the City Council.
- c. If the building commissioner determines that the proposed revisions are consistent with the purpose and content with the nature of the public hearing then a determination of non-necessity of a public hearing shall be made.
- d. Determination of minor changes: If the building commissioner determines that an amendment to the special use permit is not required and that the changes to the plans are minor in nature the Building Commissioner may approve said changes.
- e. Determination of major changes: If the Building Commissioner determines that an amendment to the 'B-5' is not required but the changes are major in nature, then the owner shall submit an application for review and approval by the Planning and Zoning commission.

7. VERIFICATION PRIOR TO OCCUPANCY PERMIT

Submit Final Development Plan for approval prior to recording per City Code Section 405.135.

8. GENERAL DEVELOPMENT CONDITIONS.

- a. Unless, and except to the extent, otherwise specifically provided herein, development shall be effected only in accordance with all ordinances of the City of Florissant.
- b. The Department of Public Works shall enforce the conditions of this ordinance in accordance with the Final Site Development Plan approved by the Planning & Zoning Commission and all other ordinances of the City of Florissant.

224

225 **9. PROJECT COMPLETION.**

226

227 Construction shall start within 60 days of the issuance of building permits, and the
228 development shall be completed in accordance of the final development plan within
229 180 days from start of construction.

230

231 Section 2: Except as herein amended the existing B-5 regulations shall remain in full
232 force and effect.

233 Section 3: This ordinance shall become in full force and effect immediately upon its
234 passage and approval.

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236 Adopted this _____ day of _____, 2021.

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Keith Schildroth
President of the Council

Approved this _____ day of _____, 2021.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST:

Karen Goodwin, MPPA, MMC, MRCC
City Clerk

INTRODUCED BY COUNCILMAN SIAM
JULY 12, 2021

BILL NO. 9698

ORDINANCE NO.

**ORDINANCE TO AUTHORIZE A SPECIAL USE PERMIT TO EVENT CENTER STL
VIBEZ TO ALLOW FOR AN ASSEMBLY HALL IN A B-3 ZONING DISTRICT
LOCATED AT 9 PADDOCK HILLS SHOPPING CENTER.**

WHEREAS, the Florissant Zoning Ordinance authorizes the City Council of the City of Florissant, by Special Permit, after public hearing thereon, to permit the location and operation of an Assembly Hall in the City of Florissant; and

WHEREAS, an application has been filed by Event Center STL VibeZ to allow for the operation of an assembly hall located at 9 Paddock Hills Shopping Center, and

WHEREAS, the Planning and Zoning Commission at their meeting on June 21, 2021, recommended that a Special Permit be granted; and

WHEREAS, due notice of public hearing no. 21-07-018 on said application to be held on the 12th of July, 2021 at 7:00 P.M. by the Council of the City of Florissant was duly published, held and concluded; and

WHEREAS, the Council, following said public hearing, and after due and careful consideration, has concluded that the issuance of a Special Permit for a fitness center would be in the best interest of the City of Florissant.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1: A Special Use Permit is hereby granted to STL VibeZ for the operation of an assembly hall located at 9 Paddock Hills Shopping Center as show on attached plans dated 6/3/2021 with the following conditions set forth below:

1. Activities or Events will be limited by the City Code and the following Uses, for which there is a fee provided for in the City Code under Dane Hall Licensure. Permitted Uses shall be limited to:
 - a. Banquets
 - b. Dining
 - c. Music Concerts
 - d. Educational Classes

Section 2: This ordinance shall become in force and effect immediately upon its passage and approval.
Adopted this _____ day of _____, 2021.

Keith Schildroth
President of the Council

Approved this _____ day of _____, 2021.

Timothy J. Lowery
Mayor, City of Florissant

ATTEST: _____
Karen Goodwin, MPPA/MMC/MRCC
City Clerk

INTRODUCED BY COUNCIL AS A WHOLE
JULY 12, 2021

BILL NO. 9699

ORDINANCE NO.

**AN ORDINANCE APPROPRIATING THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR THE 2020
FISCAL YEAR FOR THE CITY OF FLORISSANT.**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FLORISSANT, ST. LOUIS
COUNTY, MISSOURI, AS FOLLOWS

Section 1: The appropriation of the 2020 Fiscal Year Community Development Block
Grant (CDBG) Funds for the City of Florissant is hereby approved.

Section 2: The expenditures of the Community Development Budget for the 2020 fiscal
year are hereby approved as follows:

**CDBG 2020 ACTUAL
Financial Summary**

FY2020 CDBG Program

Community Development Block Grant Resources

Entitlement Amount Actual	\$257,640.00
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Total FY Actual Funding	\$257,640.00
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Proposed Uses of CDBG Funds

Housing Programs

Home Improvement Program – Acct # 05-5.05.19000	\$125,112.00
Home Improvement Program Mechanical – Acct # 05-5.05.19020	\$ 60,000.00
Project I.M.P.A.C.T. – Acct # 05-5.05.70000	\$ 10,000.00

Public Services

Mortgage, Rental & Utility Assistance Acct # 05-5.05.71000	\$ 11,000.00
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Grant Administration

Administration Acct # 05-5.05.18000	\$ 51,528.00
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Total	\$257,640.00
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Section 3: This ordinance shall be in full force and effect immediately upon its passage
and approval.

Adopted this _____ day of _____, 2021.

Keith Schildroth, Council President

Approved this _____ day of _____, 2021.

Timothy J. Lowery, Mayor

ATTEST:

Karen Goodwin, MPPA/MMC/MRCC
City Clerk

FLORISSANT CITY COUNCIL

AGENDA REQUEST FORM

Date: July 6, 2021

Mayor's Approval:

Agenda Date Requested:

12-Jul-21

Description of request: Appropriation of 2020
CDBG funds

Department: Community Development

Recommending Board or Commission:

Type of request:

Ordinances	X	Other	X
Appropriation	X	Liquor License	
Transfer		Hotel License	
Zoning Amendment		Special Presentations	
Amendment		Resolution	
Special Use Transfer		Proclamation	
Special Use		Subdivision	
Budget Amendment			

Public Hearing needed: Yes / No Y/N NO 3 readings? : Yes / No Y/N NO

Back up materials attached:		Back up materials needed:	
Minutes		Minutes	
Maps		Maps	
Memo	YES	Memo	
Draft Ord.	YES	Draft Ord.	

Note: Please include all attachments necessary for documents to be generated for inclusion on the Agenda. All agenda requests are to be turned in to the City Clerk by 5pm on Tuesday prior to the Council meeting.

For City Clerk Use Only:

Introduced by: _____

PH Speaker: _____

MEMORANDUM

To: MAYOR LOWERY & FLORISSANT CITY COUNCIL
From: M. Carol O'Mara, Director Community Development
Re: Appropriation of 2020 Community Development Block Grant Funds: CDBG
Date: July 6, 2021

This is a request for approval of an ordinance for the appropriation of 2020 CDBG Funding:

These funds have already been approved / allocated but need to be added to the budget for expenditure.

CDBG 2020 ACTUAL Financial Summary

FY2020 CDBG Program

Community Development Block Grant Resources

Entitlement Amount Actual	\$257,640.00
---------------------------	--------------

Total FY Actual Funding	\$257,640.00
--------------------------------	---------------------

Proposed Uses of CDBG Funds

Housing Programs

Home Improvement Program – Acct # 05-5.05.19000	\$125,112.00
Home Improvement Program Mechanical – Acct # 05-5.05.19020	\$ 60,000.00
Project I.M.P.A.C.T. – Acct # 05-5.05.70000	\$ 10,000.00

Public Services

Mortgage, Rental & Utility Assistance Acct # 05-5.05.71000	\$ 11,000.00
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Grant Administration

Administration Acct # 05-5.05.18000	\$ 51,528.00
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Total	\$257,640.00
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