



Upstream from ordinary.

BOARD OF ALDERMEN MEETING
RIVERSIDE CITY HALL
2950 NW VIVION ROAD
RIVERSIDE, MISSOURI 64150
TENTATIVE AGENDA
SEPTEMBER 5, 2017

Closed Session – 6:45 p.m.
Regular Meeting - 7:00 p.m.

Call to Order
Roll Call

CLOSED SESSION
(6:45 p.m.)

1. Motion to enter into CLOSED SESSION for the following matters:

610.021(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

610.021(3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed

REGULAR SESSION
(7:00 p.m.)

Call to Order
Roll Call
Pledge of Allegiance

Public Comments - Members of the public may address exclusively the Mayor and members of the Board of Aldermen during Public Comments ONLY. This Public Comments time is reserved for citizen comments regarding agenda and non-agenda items. However, any item not listed on the agenda will be taken under advisement. Public comment on any agenda item which has a Public Hearing should be reserved until the Public Hearing is opened and comments on such item will be taken at that time. Each speaker is limited to 5 minutes.

Proclamation – Diaper Needs Awareness Week – September 25, 2017 – October 1, 2017

LEGISLATIVE SESSION

1. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the Board of Aldermen and will be enacted by one motion to approve the Consent Agenda as presented. There is no separate discussion of these items. The Mayor or a member of the Board of Aldermen may request that any item be removed from the Consent Agenda for discussion or explanation. If removed, it will be considered separately following approval of the remaining items on the Consent Agenda. No motion is required to remove an item from the Consent Agenda.

Approval of minutes for August 15, 2017 (Special Meeting)

Approval of minutes for August 15, 2017 (Regular Meeting)

Approval of minutes for August 22, 2017 (Special Meeting)

R-2017-068: A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF INDUSTRIAL DEVELOPMENT REFUNDING REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI FOR THE BENEFIT OF THE CITY OF RIVERSIDE, MISSOURI. Point of Contact: Finance Director Donna Oliver.

R-2017-069: A RESOLUTION GRANTING AND APPROVING THE EXECUTION OF A PROXY FOR THE ANNUAL MEETING OF LANDOWNERS OF RIVERSIDE-QUINDARO BEND LEVEE DISTRICT; DIRECTING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI TO EXECUTE A PROXY RELATED THERETO, AND AUTHORIZING SUCH OTHER RELATED DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH. Point of Contact: City Administrator Greg Mills.

R-2017-070: A RESOLUTION APPROVING AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES, INC. Point of Contact: City Administrator Greg Mills.

R-2017-071: A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT'S PARTICIPATION IN THE FEDERAL SURPLUS PROPERTY DONATION PROGRAM THROUGH THE MISSOURI STATE AGENCY FOR SURPLUS PROPERTY. Point of Contact: Fire Chief Gordon Fowlston.

REGULAR AGENDA

1. **R-2017-067: A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2017-2018 WEEK ENDING AUGUST 18TH, AUGUST 25TH, AND SEPTEMBER 1ST IN THE AMOUNT OF \$196,468.49.** Point of Contact: Finance Director Donna Oliver.
2. First Reading: Bill No. 2017-054: **AN ORDINANCE AMENDING CITY CODE SECTION 215.020 RELATED TO PUBLIC NUISANCES.** Point of Contact: Community Development Director Mike Duffy.
3. First Reading: Bill No. 2017-055: **AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT.** Point of Contact: City Administrator Greg Mills.
4. **Communication from City Administrator**
 - a) **Department Reports**
 - i. Community Development
 - ii. Engineering
 - iii. Finance

- iv. Fire
 - Homeland Security Partnership
- v. Police
- vi. Public Works
- vii. Levee Board Report

5. **Communication from Mayor**

6. **Communication from Board of Aldermen**

7. **Motion to Adjourn.**



Michael Duffy, Community Dev. Director

ATTEST:



Robin Kincaid, City Clerk

Posted: 09.01.17 at 2:00 p.m.

**DIAPER NEED AWARENESS WEEK PROCLAMATION
SEPTEMBER 25 – OCTOBER 1, 2017**

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

Whereas, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

Whereas, diapers cannot be bought with food stamps or WIC vouchers, and a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

Whereas, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

Whereas, the people of Riverside recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

Whereas, Riverside is proud to be home to various community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels; now

Therefore, I, Kathleen L. Rose, Mayor of the City of Riverside, Missouri do hereby proclaim the week of September 25th through October 1st, 2017 as

DIAPER NEED AWARENESS WEEK

in the City of Riverside and encourage the citizens of Riverside to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Riverside and environs.


Robin Kincaid, City Clerk




Kathleen L. Rose, Mayor

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, August 15, 2017
4:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, August 15, 2017.

Mayor Rose called the regular meeting to order at 4:30 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Aaron Thatcher, Sal LoPorto, Chet Pruett, and Al Bowman.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, Community Development Director Mike Duffy, and City Engineer Travis Hoover. Also present was Special Counsel Joe Bednar.

**MOTION TO ENTER INTO
CLOSED @ 4:31 P.M.**

Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021 (2) Leasing, Purchase or sale of real estate, and RSMo 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected, second by Alderman Thatcher.
Yes: Homer, Thatcher, Super, Bowman, Pruett, and LoPorto.
Motion carried 6-0.

**MOTION TO ADJOURN
CLOSED @ 5:35 P.M.**

Alderman Bowman moved at 5:35 p.m. to adjourn closed session with no action taken, second by Alderman Thatcher.
Yes: Bowman, Thatcher, Homer, LoPorto, Super, and Pruett.
Motion carried 6-0.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 5:35 p.m., second by Alderman Super.
Yes: Bowman, Super, LoPorto, Homer, Pruett, and Thatcher.
Motions carried 6-0.

Robin Kincaid, City Clerk

MINUTES
REGULAR MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, August 15, 2017
6:00 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in regular session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, August 15, 2017.

Mayor Rose called the regular meeting to order at 6:00 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Sal LoPorto, Aaron Thatcher, Chet Pruett, and Al Bowman.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, and Human Resources/Exec. Assistant Stacey Rasco. Also present was City Attorney Paul Campo.

MOTION TO ENTER INTO CLOSED @ 6:00 P.M. Alderman Thatcher moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation and RSMo610.021 (3) Hiring, firing, disciplining or promoting a particular employee, when personal information about the employee is discussed, second by Alderman Bowman. Yes: Thatcher, Bowman, Pruett, Super, Homer, and LoPorto. Motion carried 6-0.

MOTION TO ADJOURN CLOSED @ 6:45 P.M. Alderman Homer moved at 6:45 p.m. to adjourn closed session with no action taken, second by Alderman Thatcher. Yes: Homer, Thatcher, Pruett, LoPorto, Super, and Bowman. Motion carried 6-0.

BREAK Mayor Rose announced a 15 minute break before open session.

REGULAR SESSION Mayor Rose called the Regular Session Meeting to order at 7:00 p.m.

Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Sal LoPorto, Chet Pruett, Aaron Thatcher, and Al Bowman.

Also present were City Administrator Greg Mills, Community Development Director Mike Duffy, City Clerk Robin Kincaid, Public Works Director Tom Wooddell, Major Chris Skinrod, Fire Chief Gordon Fowlston, City Engineer Travis Hoover, and Fire Fighter Adam Ellis. Also present was City Attorney Paul Campo.

PLEDGE OF ALLEGIANCE Mayor Rose led the Pledge of Allegiance.

PUBLIC COMMENT None.

- CONSENT AGENDA** Alderman Thatcher moved to approve the consent agenda as presented, second by Alderman Bowman.
Yes: Thatcher, Bowman, LoPorto, Pruett, Homer, and Super.
Motion carried 6-0.
- MINUTES OF 08-01-17 A.M.** Alderman Thatcher moved to approve the minutes of the August 1, 2017 a.m. meeting, second by Alderman Bowman.
Yes: Thatcher, Bowman, LoPorto, Pruett, Homer, and Super.
Motion carried 6-0.
- MINUTES OF 08-01-17** Alderman Thatcher moved to approve the minutes of the August 1, 2017 meeting, second by Alderman Bowman.
Yes: Thatcher, Bowman, LoPorto, Pruett, Homer, and Super.
Motion carried 6-0.
- MINUTES OF 08-08-17 A.M.** Alderman Thatcher moved to approve the minutes of the August 8, 2017 a.m. meeting, second by Alderman Bowman.
Yes: Thatcher, Bowman, LoPorto, Pruett, Homer, and Super.
Motion carried 6-0.
- MINUTES OF 08-08-17** Alderman Thatcher moved to approve the minutes of the August 8, 2017 meeting, second by Alderman Bowman.
Yes: Thatcher, Bowman, LoPorto, Pruett, Homer, and Super.
Motion carried 6-0.
- COURT REPORT** Alderman Thatcher moved to approve the July 2017 Court Report, second by Alderman Bowman.
Yes: Thatcher, Bowman, LoPorto, Homer, Super, and Pruett.
Motion carried 6-0.
- RESOLUTION 2017-066**
Bill Pay Alderman Thatcher moved to approve Resolution 2017-066 authorizing the expenditure of funds for fiscal year 2017-2018, for week ending August 4th and August 11th in the amount of \$367,697.61, second by Alderman Bowman.
Yes: Thatcher, Bowman, LoPorto, Homer, Super, and Pruett.
Motion carried 6-0.
- REGULAR AGENDA**
- BILL NO. 2017-052**
Collective Bargaining Agmnt City Clerk Robin Kincaid gave first reading of Bill No. 2017-052. Alderman Thatcher moved to accept first reading and place Bill No. 2017-052 on second and final reading, second by Alderman Pruett.
Yes: Thatcher, Pruett, Homer, LoPorto, Super, and Bowman.
Motion carried 6-0.
Alderman Pruett moved to approve Bill 2017-052 and enact said bill as ordinance, second by Alderman Thatcher.
Yes: Pruett, Thatcher, Super, LoPorto, Bowman, and Homer.
Motion carried 6-0.

BILL NO. 2017-053
MOU with PCHD

City Clerk Robin Kincaid gave first reading of Bill No. 2017-053. Fire Chief Gordon Fowlston explained that this bill is an agreement with the Platte County Health Department regarding the dispensing of shots to city employees should there be an epidemic situation.

Alderman Thatcher moved to accept first reading and place Bill No. 2017-053 on second and final reading, second by Alderman Pruett.

Yes: Thatcher, Pruett, Bowman, Homer, Super, and LoPorto.
Motion carried 6-0.

Alderman Pruett moved to approve Bill 2017-053 and enact said bill as ordinance, second by Alderman Thatcher.

Yes: Pruett, Thatcher, Super, Bowman, LoPorto, and Homer.
Motion carried 6-0.

CITY ADMINISTRATOR

City Administrator Greg Mills stated that a letter had been placed at their seats showing the agreement and estimated costs with Spencer Fane intervening in the latest MAW Rate Case.

COMMUNITY DEVELOPMENT Nothing to report.

ENGINEERING Nothing to report.

FINANCE Nothing to report.

FIRE Nothing to report.

POLICE Nothing to report.

PUBLIC WORKS

Public Works Director Tom Wooddell explained that the fence damaged during the excessive rains the past few weeks necessitated removal of the fence at Homestead Park. Some bank stabilization is needed there along Upper Line Creek and also along Inner Urban Trail by the Inner Urban Bridge.

The Public Works Department received the new bat wing mower approved in the budget so we now have a surplus mower I would like to put on PurpleWave to sell. The Board gave general consensus to move forward with the process.

Tom stated that WCA now has two new drivers for Riverside and has been running the route himself to double check on concerns.

LEVEE BOARD

Nothing to report.

MAYOR'S DISCUSSION

Mayor Rose reported that she has an MML Board Retreat this Friday and Saturday in Columbia. We are having a lot of meetings regarding the KCI Airport on the ballot, the Buck O'Neal Bridge and transportation.

BOARD OF ALDERMEN

Alderman LoPorto – There has been some unsavory activity on a dirt road between Bella Ridge and Montebella. The Police Dept. has been notified and watching the area.

Alderman Thatcher – Remarked that there was some concern in a construction area of Gatewoods a while back as well and the Police Dept. was notified.

Alderman Super – Asked Community Development Director Mike Duffy about the Gomer property. There have been 6-9 vehicles backed in the property across from MasterTech to verify the purpose of them being parked in this area. Weeds on the property will be addressed as well.

Alderman Homer – Nothing to report.

Alderman Pruett – Nothing to report.

Alderman Bowman – Nothing to report.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 7:11 p.m., second by Alderman Thatcher.

Yes: Bowman, Thatcher, LoPorto, Pruett, Super, and Homer.
Motions carried 6-0.

Robin Kincaid, City Clerk

MINUTES
SPECIAL MEETING
BOARD OF ALDERMEN
RIVERSIDE, MISSOURI
Tuesday, August 22, 2017
4:30 p.m.

The Board of Aldermen for the City of Riverside, Missouri, met in special session in the Board of Aldermen Chambers at City Hall, 2950 NW Vivion Road, Riverside, Missouri, on Tuesday, August 22, 2017.

Mayor Rose called the regular meeting to order at 4:30 p.m. Those in attendance were Mayor Kathy Rose, Aldermen Ron Super, Art Homer, Sal LoPorto, and Al Bowman.

Alderman Thatcher and Alderman Pruett were both absent.

Also present were City Administrator Greg Mills, City Clerk Robin Kincaid, Community Development Director Mike Duffy, Finance Director Donna Oliver, City Engineer Travis Hoover, and City Planner Sarah Wagner. Also present was Special Counsel Joe Bednar.

**MOTION TO ENTER INTO
CLOSED @ 4:31 P.M.**

Alderman Homer moved that the meeting go into closed session pursuant to RSMo 610.021 (1) Legal Action and litigation, RSMo 610.021 (2) Leasing, Purchase or sale of real estate, and RSMo 610.021(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected, second by Alderman Super.
Yes: Homer, Super, LoPorto, and Bowman.
Motion carried 4-0.

**MOTION TO ADJOURN
CLOSED @ 6:05P.M.**

Alderman Homer moved at 6:05 p.m. to adjourn closed session with no action taken, second by Alderman Super.
Yes: Homer, Super, Bowman and LoPorto.
Motion carried 4-0.

MOTION TO ADJOURN

Alderman Bowman moved to adjourn the meeting at 6:06 p.m., second by Alderman LoPorto.
Yes: Bowman, LoPorto, Super, and Homer.
Motions carried 4-0.

Robin Kincaid, City Clerk

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF INDUSTRIAL DEVELOPMENT REFUNDING REVENUE BONDS BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI FOR THE BENEFIT OF THE CITY OF RIVERSIDE, MISSOURI.

WHEREAS, The Industrial Development Authority of the City of Riverside, Missouri (the “Authority”) is authorized and empowered under Chapter 349, inclusive of the Revised Statutes of Missouri, as amended (the “Act”) to issue its bonds for the purpose of providing funds to purchase, construct, extend and improve a “project” (as defined in the Act); and

WHEREAS, the Authority has previously issued its (i) Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007A, in the original principal amount of \$30,265,000, and (ii) Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007B, in the original principal amount of \$10,000,000 (to the extent currently outstanding, collectively, the “Refunded Bonds”) for the benefit of the City of Riverside, Missouri (the “City”); and

WHEREAS, the City and the Authority desire to provide for the refunding of the Refunded Bonds by obtaining financing from the Authority through the issuance of refunding bonds of the Authority (the “Bonds”); and

WHEREAS, the proceeds of the Bonds will be applied, together with other available moneys, to (1) refund and redeem the Refunded Bonds, (2) fund a debt service reserve fund for the Bonds in the amount of \$1,000,000, and (3) pay the costs of issuing the Bonds; and

WHEREAS, the City has determined that it is necessary and desirable to authorize the offering for sale of the Bonds pursuant to a negotiated sale, and to authorize Stifel Nicolaus & Company, Incorporated (the “Underwriter”), Columbia Capital Management, LLC (the “Financial Advisor”), Gilmore & Bell, P.C. (the “Bond Counsel”) and the officers of the City and the Authority to proceed with the preparation, review and distribution of documents for the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

Section 1. The Underwriter, Financial Advisor, Bond Counsel and the officers of the City and the Authority are hereby authorized to proceed with preparation of a preliminary official statement (the “Preliminary Official Statement”) and a final official statement (the “Official Statement”) to provide for the sale of the Bonds. Upon completion of the preparation and review of the Preliminary Official Statement, the Underwriter is hereby authorized to proceed with the offering for sale of the Bonds. The terms of the Bonds shall be determined and approved by an ordinance of the Board of Aldermen of the City and by a resolution of the Authority.

Section 2. The Board of Aldermen hereby consents to the use and public distribution by the Underwriter of the Preliminary Official Statement in connection with the offering for sale of the Bonds.

Section 3. The amount released from the debt service reserve fund established for the Refunded Bonds and not used for the refunding of the Refunded Bonds or the establishment of the debt service reserve fund for the Bonds shall be deposited in the Community Development Fund of the City.

Section 4. The City agrees to provide to the Purchaser within seven business days of the date of the agreement to purchase the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, the City Administrator and other officers and representatives of the City, and the Underwriter, the Financial Advisor and Bond Counsel, are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds and the refunding of the Refunded Bonds.

Section 6. This Resolution shall take effect and be in full force from and after its passage by the Board of Aldermen and approval by the Mayor.

BE IT REMEMBERED that the above was passed and approved by a majority of the Board of Aldermen this 5th day of September, 2017.

(SEAL)

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk
of the City of Riverside, Missouri

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF RIVERSIDE, MISSOURI,
As Authority**

AND

**CITY OF RIVERSIDE, MISSOURI,
As City**

FINANCING AGREEMENT

Dated as of November 1, 2017

Relating to

\$18,925,000

**The Industrial Development Authority of the City of Riverside, Missouri
Industrial Development Revenue Refunding Bonds
(Riverside Horizons Infrastructure Project)
Series 2017**

Certain rights, title and interest of The Industrial Development Authority of the City of Riverside, Missouri in this Financing Agreement have been pledged and assigned to UMB Bank, N.A., Kansas City, Missouri, as Trustee under a Bond Trust Indenture dated as of November 1, 2017, between the Authority and the Trustee.

FINANCING AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms 2
Section 1.2. Rules of Interpretation 3

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Authority 3
Section 2.2. Representations and Covenants by the City 3
Section 2.3. Survival of Representations 4

ARTICLE III

**THE FINANCING; PAYMENT OF THE SERIES 2017 BONDS; ISSUANCE
OF THE SERIES 2017 BONDS**

Section 3.1. Amount and Source of the Financing; Issuance of Bonds 4
Section 3.2. Financing Payments 5
Section 3.3. Credits on Financing Payments 5
Section 3.4. Additional Payments 6
Section 3.5. Annual Appropriations 7
Section 3.6. Annual Budget Request 7
Section 3.7. Financing Payments to Constitute Current Expenses of the City 8

ARTICLE IV

SECURITY FOR THE FINANCING

Section 4.1. Security for the Financing 8

ARTICLE V

TERM

Section 5.1. Term of Financing Agreement 9

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 6.1. Information. Provided to the Authority and the Trustee 9
Section 6.2. Indemnification..... 9
Section 6.3. Continuing Disclosure 10

ARTICLE VII

ADDITIONAL BONDS

Section 7.1. Additional Bonds..... 10

ARTICLE VIII

ASSIGNMENT OF BOARD’S RIGHTS UNDER FINANCING AGREEMENT

Section 8.1. Assignment by the Authority 11
Section 8.2. Restriction on Transfer of Authority’s Rights..... 11

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined 11
Section 9.2. Remedies on Default 12
Section 9.3. No Remedy Exclusive 13
Section 9.4. Agreement to Pay Attorneys’ Fees and Expenses..... 13
Section 9.5. Authority and City to Give Notice of Default 13
Section 9.6. Performance of the City’s Obligations 13
Section 9.7. Remedial Rights Assigned to the Trustee 13

ARTICLE X

PREPAYMENT AND ACCELERATION OF FINANCING PAYMENTS

Section 10.1. Prepayment at the Option of the City **Error! Bookmark not defined.**
Section 10.2. Mandatory Prepayment to Satisfy Scheduled Mandatory Sinking Fund
Redemption Requirements..... 14
Section 10.3 **Right to Prepay at Any Time** 14
Section 10.4. Notice of Prepayment 14
Section 10.5. Precedence of this Article..... 14

ARTICLE XI

SUPPLEMENTAL FINANCING AGREEMENTS

Section 11.1.	Supplemental Financing Agreements without Consent of Bondowners	14
Section 11.2.	Supplemental Financing Agreements with Consent of Bondowners.....	15
Section 11.3.	Execution of Supplemental Financing Agreements.....	15
Section 11.4.	Effect of Supplemental Financing Agreements	16
Section 11.5.	Reference in Bonds to Supplemental Financing Agreements.....	16

ARTICLE XII

MISCELLANEOUS

Section 12.1.	Authorized Representatives.....	16
Section 12.2.	Notices.....	16
Section 12.3.	Performance Date Not a Business Day.....	16
Section 12.4.	Binding Effect.....	17
Section 12.5.	Execution in Counterparts	17
Section 12.6.	No Pecuniary Liability.....	17
Section 12.7.	Extent of Covenants of the Authority; No Personal or Pecuniary Liability	17
Section 12.8.	Net Financing	17
Section 12.9.	Complete Agreement	17
Section 12.10.	Severability.....	18
Section 12.11.	Governing Law	18
Section 12.12.	Third Party Beneficiaries.....	18
Section 12.13.	Electronic Transactions.....	18
	Signatures and Seals.....	S-1

FINANCING AGREEMENT

THIS FINANCING AGREEMENT, dated as of November 1, 2017 (“Financing Agreement”), between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI**, a body corporate and politic organized and existing under the laws of the State of Missouri (the “Authority”), and the **CITY OF RIVERSIDE, MISSOURI**, a city of the fourth class and political subdivision of the State of Missouri (the “City”);

WITNESSETH:

WHEREAS, the Authority is authorized and empowered under Chapter 349 of the Revised Statutes of Missouri, as amended (“Act”), to issue revenue bonds for the purpose of providing funds to finance and refinance the costs of certain “projects” as defined in the Act (which includes “public facilities” as defined in the Act) and to pay certain costs related to the issuance of such revenue bonds; and

WHEREAS, the Authority has previously issued its (i) Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007A, issued in the original principal amount of \$30,265,000 and (ii) Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007B, issued in the original principal amount of \$10,000,000 (collectively, the “Refunded Bonds”); and

WHEREAS, the proceeds of the Refunded Bonds were used to fund certain infrastructure costs (the “Project”) related to the redevelopment of an approximately 1,800 acre area in the City (the “Redevelopment Area”) on the north bank of the Missouri River pursuant to a redevelopment plan (the “Redevelopment Plan”) adopted by the City under the provisions of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq. of the Revised Statutes of Missouri, as amended (the “TIF Act”); and

WHEREAS, the City has requested that the Authority assist in the refinancing of the Project through the issuance of the Authority’s Industrial Development Revenue Refunding Bonds (Riverside Horizons Infrastructure Project), Series 2017, in the original principal amount of \$18,925,000 (the “Series 2017 Bonds”); and

WHEREAS, the governing body of the Authority adopted a resolution on October 3, 2017, authorizing the Authority to issue the Series 2017 Bonds pursuant to the Bond Trust Indenture dated of even date herewith (the “Indenture”), between the Authority and UMB Bank, N.A., as trustee for the Series 2017 Bonds (the “Trustee”); and

WHEREAS, pursuant to such resolution, the Authority is authorized (a) to execute and deliver the Indenture for the purpose of issuing and securing the Series 2017 Bonds, (b) to enter into this Financing Agreement, under which the Authority will make the proceeds of the Series 2017 Bonds available to the City in accordance with the provisions of this Financing Agreement to provide funds to refinance the Project and refund and redeem the Refunded Bonds, in consideration of payments to be made by the City to the Trustee which are to be sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2017 Bonds as the same become due; and

WHEREAS, the City, by Ordinance No. ____ passed by the Board of Aldermen on October 17, 2017, approved the issuance of the Series 2017 Bonds and the execution and delivery of certain documents, including this Financing Agreement; and

WHEREAS, pursuant to the foregoing, the Authority desires to loan the proceeds of the Series 2017 Bonds to the City, and the City desires to borrow the proceeds of the Series 2017 Bonds from the Authority, to be repaid by the City upon the terms and conditions hereinafter set forth, all for the purpose of providing funds to, together with other available moneys, (a) refinance the Project by refunding and redeeming the Refunded Bonds, (b) fund a Debt Service Reserve Fund for the Series 2017 Bonds, and (c) pay certain costs related to the issuance of the Series 2017 Bonds; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Authority and the City, do hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. In addition to any words and terms defined elsewhere in this Financing Agreement and the words and terms defined in **Section 101** of the Indenture, which definitions are hereby incorporated herein by reference, and terms defined, the following words and terms as used in this Financing Agreement shall have the following meanings:

“Economic Activity Tax Revenues” means the revenues attributable to 50% of the increase in tax revenues (other than real property tax revenues) generated by economic activities within the Redevelopment Area, including sales and utility taxes, but excluding personal property taxes, hotel/motel taxes, licenses, fees and special assessments.

“Incremental Tax Revenues” means revenues which consist of (a) PILOTS derived from the Redevelopment Area, (b) Economic Activity Tax Revenues received by the City with respect to the Redevelopment Area and (c) the New State Revenues received by the City with respect to the Redevelopment Area.

“New State Revenues” means revenue appropriated each year by the General Assembly of the State of Missouri pursuant to the State Supplemental Tax Increment Financing Program Amended Certificate of Approval.

“PILOTS” means those revenues attributable to the increase in the assessed valuation of real property within the Redevelopment Area over and above the initial assessed valuation of real property in the Redevelopment Area as of the date on which tax increment financing for the Redevelopment Area was adopted, which increase is multiplied by the then-current aggregate tax rate applicable to such property to determine the amount of PILOTS due.

“Series 2017 Levee District Bonds” means the Levee District Improvement Refunding Bonds (L-385 Project), Series 2017, issued by the Riverside-Quindaro Bend Levee District of Platte County, Missouri in the original aggregate principal amount of \$12,620,000.

“Series 2011A Bonds” means the Authority’s Tax Increment Refunding Revenue Bonds (L-385 Levee Project), Series 2011A, issued in the original principal amount of \$2,385,000.

“Series 2014 Bonds” means the Authority’s Tax Increment Refunding Revenue Bonds (L-385 Levee Project), Series 2014, issued in the original principal amount of \$7,640,000.

“Series 2017 Bonds” means the Authority’s Industrial Development Revenue Refunding Bonds (Riverside Horizons Infrastructure Project), Series 2017, issued in the original principal amount of \$18,925,000.

“Special Allocation Fund” means the fund where the deposits of Incremental Tax Revenues pledged for Financing Payments are held.

Section 1.2. Rules of Interpretation.

For all purposes of this Financing Agreement, except as otherwise expressly provided or unless the context otherwise requires:

- (a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders;
- (b) Words importing the singular number shall include the plural and vice versa and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons;
- (c) The table of contents hereto and the headings and captions herein are not a part of this document; and
- (d) Terms used in an accounting context and not otherwise defined shall have the meaning ascribed to them by generally accepted principles of accounting.

ARTICLE II

REPRESENTATIONS

Section 2.1. Representations by the Authority. The Authority represents and warrants to the City and the Trustee as follows:

- (a) *Organization and Authority.* The Authority (1) is a public body corporate and politic duly organized and existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and the Indenture and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and all Transaction Documents required to be executed and delivered by it in connection with the issuance of the Series 2017 Bonds (collectively, the “Authority Documents”), acting by and through its duly authorized officers; and
- (b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other Authority Documents by the Authority will not result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Authority is a party or by which it or any of its property is bound or its bylaws or any of the constitutional or statutory laws, rules or regulations applicable to the Authority or its property.

Section 2.2. Representations and Covenants by the City. The City represents, warrants and covenants to the Authority and the Trustee as follows:

(a) *Organization and Authority.* The City (1) is a city of the fourth class and political subdivision duly organized and validly existing under the laws of the State of Missouri, and (2) has lawful power and authority to enter into, execute and deliver this Financing Agreement and all other Transaction Documents required to be executed and delivered by it in connection with the issuance of the Series 2017 Bonds (collectively, the “City Documents”) and to carry out its obligations hereunder and thereunder, and (3) by all necessary action has been duly authorized to execute and deliver this Financing Agreement and the other City Documents, acting by and through its duly authorized officers;

(b) *No Defaults or Violations of Law.* The execution and delivery of this Financing Agreement and the other City Documents by the City will not conflict with or result in a breach of any of the terms of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the City is a party or by which it or any of its property is bound or any of the laws, rules or regulations applicable to the City or its property;

(c) *Public Purpose.* The City believes that the appropriation of revenues to pay its obligations under this Financing Agreement is an essential public purpose;

(d) *No Litigation.* To the knowledge of the City, there is no litigation or proceeding pending or threatened against the City or any other person affecting the right of the City to execute this Financing Agreement or the other City Documents or the ability of the City to make the Financing Payments or to otherwise comply with the obligations under this Financing Agreement or the other City Documents. Neither the execution and delivery of this Financing Agreement by the City, nor compliance by the City with its obligations under this Financing Agreement require the approval of any regulatory body, or any other entity, which approval has not been obtained;

(e) *Gaming Revenues.* While the Series 2017 Bonds are outstanding, the City will deposit in its general fund amounts received (i) under the lease agreement between the City and Missouri Gaming Company dated June 7, 1993, as amended, and (ii) from the State of Missouri as the City’s portion of the gaming tax and admission fees collected by the State of Missouri at the Argosy Casino, to be used by the City upon appropriation by the Board of Aldermen.

Section 2.3. Survival of Representations. All representations of the Authority and the City contained in this Financing Agreement or in any certificate or other instrument delivered by any such entity pursuant to this Financing Agreement or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Series 2017 Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III

THE FINANCING; PAYMENT OF THE SERIES 2017 BONDS; ISSUANCE OF THE SERIES 2017 BONDS

Section 3.1. Amount and Source of the Financing; Issuance of Bonds. The Authority agrees to make available to the City, upon the terms and conditions herein and in the Indenture specified, the net proceeds received by the Authority from the sale of the Series 2017 Bonds (the “Financing”). In order to provide funds for the Financing and to finance and refinance the Project, the Authority agrees that it will issue, sell and deliver the Series 2017 Bonds to the Original Purchaser. The proceeds of the sale of the

Series 2017 Bonds shall be paid over to the Trustee for the account of the Authority and shall be administered, disbursed and applied for the payment of costs related to the financing and refinancing of the Project and the refunding of the Refunded Bonds and other purposes upon the terms and in the manner as provided in the Indenture and in this Financing Agreement.

Section 3.2. Financing Payments. Subject to the limitations on appropriation set forth in Sections 3.5, 3.7 and 4.1 hereof, the City shall pay the following amounts to the Trustee, all as “Financing Payments” under this Financing Agreement:

(a) *Debt Service Fund – Interest:* On or before the third Business Day preceding each May 1 and November 1, commencing on the third Business Day preceding May 1, 2018, an amount which is not less than the interest to become due on the next interest payment date on the Series 2017 Bonds; provided, however that the City may be entitled to certain credits on such payments as permitted under **Section 3.3** of this Financing Agreement;

(b) *Debt Service Fund – Principal:* On or before the third Business Day preceding each May 1, commencing on the third Business Day preceding May 1, 2018, an amount which is not less than the next installment of principal due on the Series 2017 Bonds on the next principal payment date by maturity or mandatory sinking fund redemption; provided, however, that the City may be entitled to certain credits on such payments as permitted under **Section 3.3** of this Financing Agreement; and

(c) *Debt Service Fund – Redemption:* On or before 10:00 A.M. on or before the Business Day preceding the date required by this Financing Agreement or the Indenture, the amount of any Net Proceeds or other moneys received which is intended or required to redeem Series 2017 Bonds then Outstanding if the City exercises its right to redeem Series 2017 Bonds under any provision of the Indenture or if any Series 2017 Bonds are required to be redeemed (other than pursuant to mandatory sinking fund redemption provisions, if any) under any provision of the Indenture.

Notwithstanding any schedule of payments set forth in this Financing Agreement or the Indenture, the City shall make payments hereunder and shall be liable therefor at the times and in the amounts (including interest, principal, and redemption premium, if any) equal to the amounts to be paid as interest, principal and redemption premium, if any, whether at maturity or by optional or mandatory redemption, as applicable, upon all Bonds from time to time Outstanding under the Indenture.

Any Supplemental Financing Agreement shall provide for similar deposits into the Debt Service Fund of amounts sufficient to ensure the prompt payment of the principal of, premium, if any, and interest on any Additional Bonds as the same become due.

Unpaid Financing Payments shall bear interest at the Prime Rate. Any interest charged and collected on an unpaid Financing Payment shall be deposited to the credit of the Debt Service Fund and applied to pay interest on overdue amounts in accordance with the Indenture.

The City and the Authority each acknowledge that they have no interest in the Debt Service Fund, the Rebate Fund, and any moneys deposited therein shall be in the custody of and held by the Trustee in trust for the benefit of the Bondowners and the United States of America as provided in the Indenture.

Section 3.3. Credits on Financing Payments. Notwithstanding any provision contained in this Financing Agreement or in the Indenture to the contrary, in addition to any credits on the Financing resulting from the payment or prepayment of Financing Payments from other sources:

(a) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as interest (including moneys received as accrued interest from the sale of the Series 2017 Bonds and any initial deposit of capitalized interest made from the proceeds of the sale of any series of the Series 2017 Bonds) shall be credited against the obligation of the City to pay interest on the Financing as the same becomes due;

(b) any moneys deposited (including earnings thereon) by the Trustee in the Debt Service Fund as principal shall be credited against the obligation of the City to pay the principal of the Financing as the same becomes due in the order of maturity thereof; and

(c) the amount of any moneys transferred by the Trustee from any other fund held under the Indenture and deposited in the Debt Service Fund as interest or principal shall be credited against the obligation of the City to pay Financing Payments, as the case may be, as the same become due.

Section 3.4. Additional Payments. Subject to the limitations of **Sections 3.5, 3.7 and 4.1** hereof, the City shall pay the following amounts to the following persons, all as “Additional Payments” under this Financing Agreement:

(a) to the Trustee, when due, all reasonable fees and charges for its services rendered under the Indenture, this Financing Agreement and any other Transaction Documents, and all reasonable expenses (including without limitation reasonable fees and charges of any Paying Agent, bond registrar, counsel, accountant, engineer or other person) incurred in the performance of the duties of the Trustee under the Indenture, this Financing Agreement and any other Transaction Documents for which the Trustee and other persons are entitled to repayment or reimbursement;

(b) to the Trustee, upon demand, an amount necessary to pay rebatable arbitrage in accordance with the Tax Compliance Agreement and the Indenture;

(c) to the Trustee or the party due, upon written demand all other amounts payable in accordance with the Tax Compliance Agreement;

(d) to the Authority, on the Bond Issuance Date, its regular administrative and issuance fees and charges, if any, and all expenses (including without limitation attorneys’ fees) incurred by the Authority in relation to the transactions contemplated by this Financing Agreement and the Indenture, which are not otherwise to be paid by the City under this Financing Agreement or the Indenture;

(e) to the appropriate person, such payments as are required (i) as payment for or reimbursement of any and all reasonable costs, expenses and liabilities incurred by the Authority or the Trustee or any of them in satisfaction of any obligations of the City hereunder that the City does not perform, or incurred in the defense of any action or proceeding with respect to the Project, this Financing Agreement or the Indenture, or (ii) as reimbursement for expenses paid, or as prepayment of expenses to be paid, by the Authority or the Trustee and that are incurred as a result of a request by the City, or a requirement of this Financing Agreement and that the City is not otherwise required to pay under this Financing Agreement;

(f) to the Trustee, upon written demand of the Trustee, the amount required by the Indenture, subject to the provisions hereof and of the Indenture, necessary to restore the Series 2017

Debt Service Reserve Fund to an amount equal to the Series 2017 Debt Service Reserve Fund Requirement. If applicable, any Supplemental Financing Agreement shall provide for deposits into the debt service reserve fund(s) for Additional Bonds of amounts sufficient to maintain such fund(s) as required by the Indenture;

(g) to the appropriate person, any other amounts required to be paid by the City under this Financing Agreement or the Indenture; and

(h) any past due Additional Payments shall continue as an obligation of the City until they are paid and shall bear interest at the Prime Rate plus 2% during the period such Additional Payments remain unpaid.

Section 3.5. Annual Appropriations. The City intends, on or before the last day of each Fiscal Year, to budget and appropriate, specifically with respect to this Financing Agreement, moneys sufficient to pay all the Financing Payments and reasonably estimated Additional Payments for the next succeeding Fiscal Year. The City shall deliver written notice to the Trustee no later than 15 days after the commencement of its Fiscal Year stating whether or not the Board of Aldermen has appropriated funds sufficient for the purpose of paying the Financing Payments and reasonably estimated Additional Payments to become due during such Fiscal Year. If the Board of Aldermen shall have made the appropriation necessary to pay the Financing Payments and reasonably estimated Additional Payments to become due during such Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall not constitute an Event of Nonappropriation and, on failure to receive such notice 15 days after the commencement of the City's Fiscal Year, the Trustee shall request written confirmation from the City of the fact of whether or not such appropriation has been made. If the Board of Aldermen shall not have made the appropriation necessary to pay the Financing Payments and Additional Payments reasonably estimated to become due during such succeeding Fiscal Year, the failure of the City to deliver the foregoing notice on or before the 15th day after the commencement of its Fiscal Year shall constitute an Event of Nonappropriation.

Section 3.6. Annual Budget Request. The City Administrator or other officer of the City at any time charged with the responsibility of formulating budget proposals shall include in the budget proposals submitted to the Board of Aldermen, in each Fiscal Year in which this Financing Agreement shall be in effect, an appropriation for all the Financing Payments and reasonably estimated Additional Payments required for the ensuing Fiscal Year; it being the intention of the City that the decision to appropriate or not to appropriate under this Financing Agreement shall be made solely by the Board of Aldermen and not by any other official of the City. The City intends, subject to the provisions above respecting the failure of the City to budget or appropriate funds to make Financing Payments and Additional Payments, to pay the Financing Payments and Additional Payments hereunder. The City reasonably believes that legally available funds in an amount sufficient to make all Financing Payments and Additional Payments during each Fiscal Year can be obtained. The City further intends to do all things lawfully within its power to obtain and maintain funds from which the Financing Payments and Additional Payments may be made, including making provision for such Financing Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. The City's Director of Finance is directed to do all things lawfully within such person's power to obtain and maintain funds from which the Financing Payments and Additional Payments may be paid, including making provision for such Financing Payments and Additional Payments to the extent necessary in each proposed annual budget submitted for approval or by supplemental appropriation in accordance with applicable procedures of the City and to exhaust all available reviews and appeals in the event such portion of the budget or supplemental appropriation is not approved. Notwithstanding the foregoing, the decision

to budget and appropriate funds is to be made in accordance with the City's normal procedures for such decisions.

Section 3.7. Financing Payments to Constitute Current Expenses of the City. Except as provided in the second paragraph of **Section 4.1**, the Authority and the City acknowledge and agree that the Financing Payments and Additional Payments hereunder shall constitute currently budgeted expenditures of the City, and shall not in any way be construed or interpreted as creating a liability or a general obligation or debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. The City's obligations to pay Financing Payments and Additional Payments hereunder shall be from year to year only, and shall not constitute a mandatory payment obligation of the City in any ensuing Fiscal Year beyond the then current Fiscal Year. Neither this Financing Agreement nor the issuance of the Series 2017 Bonds shall directly or indirectly obligate the City to levy or pledge any form of taxation or make any appropriation or make any payments beyond those appropriated for the City's then current Fiscal Year, but in each Fiscal Year Financing Payments and Additional Payments shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such year, plus any unencumbered balances from previous years; provided, however, that nothing herein shall be construed to limit the rights of the Owners of the Series 2017 Bonds or the Trustee to receive any amounts which may be realized from the Trust Estate pursuant to the Indenture. Failure of the City to budget and appropriate said moneys on or before the last day of any Fiscal Year shall be deemed an Event of Nonappropriation.

ARTICLE IV

SECURITY FOR THE FINANCING

Section 4.1. Security for the Financing. The City's obligations to pay the Financing Payments and Additional Payments described herein and any amounts required to be paid under **Section 6.2** or **Section 9.4** hereof, as applicable, shall be limited, special obligations of the City payable solely from, and secured as to the payment of principal and interest by, (i) subject to annual appropriation by the City as provided in **Section 3.5** hereof, a pledge of all legally available revenues of the City and, (ii) on a subordinate basis (as described below), amounts in the Special Allocation Fund as defined in the Redevelopment Plan, in each case as provided in the Authorizing Ordinance. The taxing power of the City is not pledged to the payment of the Financing Payments or Additional Payments either as to principal or interest. The City's obligation to pay the Financing Payments and Additional Payments shall not constitute general obligations of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction.

Notwithstanding the foregoing, the Incremental Tax Revenues derived from the Redevelopment Area deposited into the Special Allocation Fund are pledged by the City pursuant to the Authorizing Ordinance to secure the Financing Payments and Additional Payments, which pledge is subordinate to the pledge of such revenues securing the Series 2011A Bonds, the Series 2014 Bonds, the Series 2017 Levee District Bonds and any additional bonds issued under the respective trust indentures related to such bonds (together, the "Senior Obligations"). The "Incremental Tax Revenues" consist of (a) PILOTS derived from the Redevelopment Area, (b) subject to annual appropriation by the City, Economic Activity Tax Revenues received by the City with respect to the Redevelopment Area and (c) the New State Revenues received by the City with respect to the Redevelopment Area. Any moneys and securities in the Special Allocation Fund not required to pay debt service on the Senior Obligations in any year may be used by the City for Financing Payments and Additional Payments.

ARTICLE V

TERM

Section 5.1. Term of Financing Agreement. This Financing Agreement shall be effective from and after its execution and delivery and shall continue in full force and effect until the Bonds are deemed to be paid within the meaning of **Article X** of the Indenture and provision has been made for paying all other sums payable by the City to the Authority, the Trustee and the Paying Agent for the Bonds under this Financing Agreement and the Indenture. All agreements, covenants, representations and certifications by the City as to all matters affecting the status of the interest on the Series 2017 Bonds shall survive the termination of this Financing Agreement and the defeasance of the Series 2017 Bonds.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 6.1. Information Provided to the Authority and the Trustee. The City shall furnish to the Authority and the Trustee written notice of any Event of Nonappropriation as soon as practicable, but in no event more than **5** days after such Event of Nonappropriation.

The City will at any and all times, upon the written request of the Trustee or the Authority and at the expense of the City, permit the Trustee and the Authority by their representatives to inspect the properties, books of account, records, reports and other papers of the City, and to take copies and extracts therefrom, and will promptly afford and procure a reasonable opportunity to make any such inspection, and the City will furnish to the Authority and the Trustee any and all information as the Authority or the Trustee may reasonably request with respect to the performance by the City of its covenants in this Financing Agreement.

Section 6.2. Indemnification.

(a) The City releases the Authority and the Trustee from, agrees that the Authority and the Trustee shall not be liable for, and indemnifies the Authority and the Trustee against, all liabilities, losses, damages (including attorneys' fees), causes of action, suits, claims, costs and expenses, demands and judgments of any nature imposed upon or asserted against the Authority or the Trustee, on account of: (i) any breach or default on the part of the City in the performance of any covenant or agreement of the City under this Financing Agreement or any related document, or arising from any act or failure to act by the City, or any of its agents, contractors, servants, employees or licensees (including, without limitation, any failure to comply or any violation, actual or alleged, in connection with Environmental Regulations); (ii) matters regarding the authorization, issuance and sale of the Series 2017 Bonds attributable to the City, and the provision of any information furnished by the City in connection therewith concerning the Project or the City or arising from (1) any errors or omissions by the City such that the Series 2017 Bonds, when delivered to the Bondowners, are not validly issued and binding obligations of the Authority, or (2) any fraud or misrepresentations or omissions contained in the proceedings of the Authority furnished by or attributable to the City relating to the issuance of the Series 2017 Bonds or pertaining to the financial condition of the City which, if known to the Original Purchaser of the Series 2017 Bonds, might be considered a material factor in its decision to purchase the Series 2017 Bonds.

(b) To the extent permitted by law, the City agrees to indemnify the Trustee for and to hold it harmless against all liabilities, claims, costs and expenses incurred without negligence or willful misconduct on the part of the Trustee, on account of any action taken or omitted to be taken by the Trustee in accordance

with the terms of this Financing Agreement, the Series 2017 Bonds, the Indenture or any other Transaction Document or any action taken at the request of or with the consent of the City, including the costs and expenses (including, without limitation, reasonable compensation, expenses and disbursements of its agents and counsel) of the Trustee in defending itself against any such claim, action or proceeding brought in connection with the exercise or performance of any of its powers or duties under this Financing Agreement, the Series 2017 Bonds or the Indenture.

(c) In case any action or proceeding is brought against the Trustee in respect of which indemnity may be sought hereunder, the party seeking indemnity promptly shall give notice of that action or proceeding to the City, and the City upon receipt of that notice shall have the obligation and the right to assume the defense of the action or proceeding; provided, that failure of a party to give that notice shall not relieve the City from any of their obligations under this Section unless that failure prejudices the defense of the action or proceeding by the City. At its own expense, an indemnified party may employ separate legal counsel and participate in the defense; provided, however, in the event the City shall fail to employ counsel or such counsel shall fail to actively defend such actions or protect the Authority or the Trustee, or both, the Authority or the Trustee may employ counsel at the expense of the City to defend such action. The City shall not be liable for any settlement without its consent.

(d) The indemnification set forth above is intended to and shall include the indemnification of all affected officials, directors, officers, attorneys, accountants, financial advisors, staff and employees of the Authority and the Trustee, respectively. That indemnification is intended to and shall be enforceable by the Authority and the Trustee, respectively, to the full extent permitted by law.

Section 6.3. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Financing Agreement, failure of the City to comply with the Continuing Disclosure Agreement shall not constitute an Event of Default; however, the Trustee may (and, at the request of the Original Purchaser or the Owners of at least 25% aggregate principal amount of Outstanding Series 2017 Bonds, shall), or any Bondowner or Beneficial Owner 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 the Continuing Disclosure Agreement. For purposes of this Section, “**Beneficial Owner**” means 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 2017 Bonds (including Persons holding Series 2017 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the Owner of any Series 2017 Bonds for federal income tax purposes.

ARTICLE VII

ADDITIONAL BONDS

Section 7.1. Additional Bonds. The Authority from time to time may, in its sole discretion, at the written request of the City, authorize the issuance of Additional Bonds for the purposes and upon the terms and conditions provided in **Section 203** of the Indenture; provided that (1) the terms of such Additional Bonds, the purchase price to be paid therefor and the manner in which the proceeds thereof are to be disbursed shall have been approved by resolutions adopted by the Authority and the City; (2) the Authority and the City shall have entered into a Supplemental Financing Agreement to acknowledge that Financing Payments are revised to the extent necessary to provide for the payment of the principal of, redemption premium, if any, and interest on the Additional Bonds and to extend the term of this Financing Agreement if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of this Financing Agreement; and (3) the Authority and the City shall have otherwise complied with

the provisions of this Financing Agreement and **Section 203** of the Indenture with respect to the issuance of such Additional Bonds.

ARTICLE VIII

ASSIGNMENT OF BOARD'S RIGHTS UNDER FINANCING AGREEMENT

Section 8.1. Assignment by the Authority. The Authority, by means of the Indenture and as security for the payment of the principal of, purchase price, and redemption premium, if any, and interest on the Series 2017 Bonds, will assign, pledge and grant a security interest in all of its rights, title and interests in, to and under this Financing Agreement, including Financing Payments and Additional Payments and other revenues, moneys and receipts received by it pursuant to this Financing Agreement, to the Trustee (reserving its Unassigned Authority's Rights) for the benefit of the Bondowners.

Section 8.2. Restriction on Transfer of Authority's Rights. The Authority will not sell, assign, transfer or convey its interests in this Financing Agreement except pursuant to the Indenture.

ARTICLE IX

EVENTS OF DEFAULT AND REMEDIES

Section 9.1. Events of Default Defined. The term "Event of Default" or "Default" shall mean any one or more of the following events:

- (a) Failure by the City to make timely payment of any Financing Payment;
- (b) Failure by the City to make any Additional Payment when due and, after notice of such failure, the City shall have failed to make such payment within 10 days following the due date;
- (c) Failure by the City to observe and perform any covenant, condition or agreement on the part of the City under this Financing Agreement or the Indenture, other than as referred to in the preceding subparagraphs (a) and (b) of this Section, for a period of 30 days after written notice of such default has been given to the City by the Trustee or the Authority during which time such default is neither cured by the City nor waived in writing by the Trustee and the Authority, provided that, if the failure stated in the notice cannot be corrected within said 30-day period, the Trustee and the Authority may consent in writing to an extension of such time prior to its expiration and the Trustee and the Authority will not unreasonably withhold their consent to such an extension if corrective action is instituted by the City within the 30-day period and diligently pursued to completion and if such consent, in their judgment, does not materially adversely affect the interests of the Bondowners; or
- (d) Any representation or warranty by the City herein or in any certificate or other instrument delivered under or pursuant to this Financing Agreement or the Indenture or in connection with the financing or refinancing of the Project shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made, unless waived in writing by the Authority and the Trustee or cured by the City, if such representation or warranty can be cured

to the satisfaction of the Authority and the Trustee within 30 days after notice thereof has been given to the City.

Section 9.2. Remedies on Default. Subject to the provisions of **Section 9.7** hereof, whenever any Event of Default shall have occurred and be continuing, the Trustee, as the assignee of the Authority, may take any one or more of the following remedial steps; provided that if the principal of all Bonds then Outstanding and the interest accrued thereon shall have been declared immediately due and payable pursuant to the provisions of **Section 702** of the Indenture, all Financing Payments for the remainder of the term of the Financing shall become immediately due and payable without any further act or action on the part of the Authority or the Trustee and the Trustee may immediately proceed (subject to the provisions of **Section 9.7** hereof) to take any one or more of the remedial steps set forth in subparagraph (b) of this Section:

(a) By written notice to the City declare the outstanding principal of the Financing Payments to be immediately due and payable, together with interest on overdue payments of principal and redemption premium, if any, and, to the extent permitted by law, interest, at the rate or rates of interest specified in the respective Bonds or the Indenture, without presentment, demand or protest, all of which are expressly waived.

(b) Take whatever other action at law or in equity is necessary and appropriate to exercise or to cause the exercise of the rights and powers set forth herein or in the Indenture, as may appear necessary or desirable to collect the amounts payable pursuant to this Financing Agreement then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement or covenant of the City under this Financing Agreement or the Indenture.

In the enforcement of the remedies provided in this Section, the Trustee may treat all fees, costs and expenses of enforcement, including reasonable legal, accounting and advertising fees and expenses, as Additional Payments then due and payable by the City.

Any amount collected pursuant to action taken under this Section shall be paid to the Trustee and applied, first, to the payment of any costs, expenses and fees incurred by the Authority or the Trustee as a result of taking such action and, next, any balance shall be used to satisfy any Financing Payments then due by payment into the Debt Service Fund and applied in accordance with the Indenture and, then, to satisfy any other Additional Payments then due or to cure any other Event of Default.

Notwithstanding the foregoing, the Trustee shall not be obligated to take any step that in its opinion will or might cause it to expend time or money or otherwise incur liability, unless and until indemnity satisfactory to it has been furnished to the Trustee at no cost or expense to the Trustee, as provided in **Section 802(e)**, **Section 802(k)** and **Section 804** of the Indenture.

The provisions of this Section are subject to the limitation that the annulment of a declaration that the Bonds are immediately due and payable shall automatically constitute an annulment of any corresponding declaration made pursuant to subparagraph (a) of this Section and a waiver and rescission of the consequences of such declaration and of the Event of Default with respect to which such declaration has been made, provided that no such waiver or rescission shall extend to or affect any other or subsequent Default or impair any right consequent thereon. In the event any covenant, condition or agreement contained in this Financing Agreement shall be breached or any Event of Default shall have occurred and such breach or Event of Default shall thereafter be waived by the Trustee, such waiver shall be limited to such particular breach or Event of Default.

Section 9.3. No Remedy Exclusive. Subject to the provisions of **Section 9.7** hereof, no remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Financing Agreement 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 a Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and 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 herein expressly required.

Section 9.4. Agreement to Pay Attorneys' Fees and Expenses. Subject to the provisions of **Section 3.7** hereof, in connection with any Event of Default by the City, if the Authority or the Trustee employs attorneys or incurs other expenses for the collection of amounts payable hereunder or the enforcement of the performance or observance of any covenants or agreements on the part of the City herein contained, the City agrees that it will, on demand therefor, pay to the Authority and the Trustee the reasonable fees of such attorneys and such other reasonable fees, costs and expenses so incurred by the Authority and the Trustee.

Section 9.5. Authority and City to Give Notice of Default. The Authority and the City shall each, at the expense of the City, promptly give to the Trustee written notice of any Default of which the Authority or the City, as the case may be, shall have actual knowledge or written notice, but the Authority shall not be liable for failing to give such notice.

Section 9.6. Performance of the City's Obligations. If the City shall fail to keep or perform any of its obligations as provided in this Financing Agreement, then the Authority or the Trustee may (but shall not be obligated so to do), upon the continuance of such failure on the City's part for 15 days after notice of such failure is given to the City by the Authority or the Trustee, and without waiving or releasing the City from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Authority or the Trustee and all necessary incidental costs and expenses incurred by the Authority or the Trustee in performing such obligations shall be deemed to be Additional Payments and shall be paid to the Authority or the Trustee plus interest at the Prime Rate plus 2% on demand.

Section 9.7. Remedial Rights Assigned to the Trustee. Upon the execution and delivery of the Indenture, the Authority will thereby have assigned to the Trustee all rights and remedies conferred upon or reserved to the Authority by this Financing Agreement, reserving only the Unassigned Authority's Rights. The Trustee shall have the exclusive right to exercise such rights and remedies conferred upon or reserved to the Authority by this Financing Agreement in the same manner and to the same extent, but under the limitations and conditions imposed thereby and hereby. The Trustee and the Bondowners shall be deemed third party creditor beneficiaries of all representations, warranties, covenants and agreements contained herein.

ARTICLE X

PREPAYMENT AND ACCELERATION OF FINANCING PAYMENTS

[[**Section 10.1. Prepayment at the Option of the City.** Upon the exercise by the City of its option to cause the Series 2017 Bonds or any portion thereof to be redeemed pursuant to **Section 302** of the Indenture, the City shall prepay Financing Payments in whole or in part at the times and at the prepayment

prices sufficient to redeem all or a corresponding portion of the Series 2017 Bonds then Outstanding in accordance with said paragraph. At the written direction of the City such prepayments shall be applied to the redemption of the Series 2017 Bonds in whole or in part in accordance with said Section.]]

[[**Section 10.2. Mandatory Prepayment to Satisfy Scheduled Mandatory Sinking Fund Redemption Requirements.** The City shall prepay Financing Payments at the times, in the amounts and at the prepayment prices sufficient to redeem corresponding portions of the Series 2017 Bonds in accordance with **Section 302(b)** of the Indenture. The City shall be entitled to all credits on such prepayment of a portion of Financing Payments, as set forth in said Section, and the City shall comply with all terms and provisions of said Section.]]

Section 10.3 Right to Prepay at Any Time. The City shall have the option at any time to prepay all of the Financing Payments, Additional Payments and other amounts it is required to pay hereunder by paying to the Trustee all such sums as are sufficient to satisfy and discharge the Indenture and paying or making provision for the payment of all other sums payable hereunder.

Section 10.4. Notice of Prepayment. To exercise an option granted by **Section 10.1 or 10.3**, the City shall give written notice to the Authority and the Trustee which shall specify therein the date upon which a prepayment of Financing Payments will be made, which date shall be not less than 45 days from the date the notice is received by the Trustee. In the Indenture, the Authority has directed the Trustee to forthwith take all steps (other than the payment of the money required to redeem the Series 2017 Bonds) necessary under the applicable provisions of the Indenture to effect any redemption of the then Outstanding Bonds, in whole, or in part, pursuant to **Section 302** of the Indenture.

Section 10.5. Precedence of this Article. The rights, options and obligations of the City set forth in this Article may be exercised or shall be fulfilled, as the case may be, whether or not a Default exists hereunder, provided that such Default will not result in nonfulfillment of any condition to the exercise of any such right or option.

ARTICLE XI

SUPPLEMENTAL FINANCING AGREEMENTS

Section 11.1. Supplemental Financing Agreements without Consent of Bondowners. Without the consent of the Owners of any Bonds, the Authority and the City may from time to time enter into one or more Supplemental Financing Agreements, for any of the following purposes:

- (a) to subject to this Financing Agreement additional property or to more precisely identify any project financed or refinanced out of the proceeds of any series of Bonds, or to substitute or add additional property thereto; or
- (b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the Financing , as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or
- (c) in connection with the issuance of any Additional Bonds, to make such other provisions as provided in **Section 7.1**; or
- (d) to evidence the succession of another entity to the City and the assumption by any such successor of the covenants of the City herein contained; or

(e) to add to the covenants of the City or to the rights, powers and remedies of the Trustee for the benefit of the Owners of all or any series of Bonds or to surrender any right or power herein conferred upon the City; or

(f) to cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein or to make any other provisions, with respect to matters or questions arising under this Financing Agreement, which shall not be inconsistent with the provisions of this Financing Agreement, provided such action shall not adversely affect the interests of the Owners of the Bonds.

Section 11.2. Supplemental Financing Agreements with Consent of Bondowners. With the prior written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Financing Agreement, the Authority and the City may enter into Supplemental Financing Agreements, in form satisfactory to the Trustee, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Financing Agreement or of modifying in any manner the rights of the Trustee and the Owners of the Bonds under this Financing Agreement; provided, however, that no such Supplemental Financing Agreement shall, without the consent of the Owner of each Outstanding Bond affected thereby:

(a) change the stated maturity of the principal of, or any installment of interest on, the Financing Payments, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where (except as may be required in connection with the appoint of a successor Trustee), or the coin or currency in which, the Financing Payments are payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners is required for any such Supplemental Financing Agreement, or the consent of whose Owners is required for any waiver provided for in this Financing Agreement of compliance with certain provisions of this Financing Agreement or certain defaults hereunder and their consequences; or

(c) modify any of the provisions of this Section, except to increase any percentage provided thereby or to provide that certain other provisions of this Financing Agreement cannot be modified or waived without the consent of the Owner of each Bond affected thereby.

The Trustee may in its discretion determine (which determination may be based upon the advice or opinion of counsel) whether or not any Bonds would be affected by any Supplemental Financing Agreement and any such determination shall be conclusive upon the Owners of all Bonds, whether theretofore or thereafter authenticated and delivered under the Indenture. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of Owners of Bonds under this Section to approve the particular form of any proposed Supplemental Financing Agreement, but it shall be sufficient if such act shall approve the substance thereof.

Section 11.3. Execution of Supplemental Financing Agreements. In executing or consenting to any Supplemental Financing Agreement permitted by this Article, the Authority and the Trustee shall be entitled to receive, and, subject to **Article VIII** of the Indenture, shall be fully protected in relying upon, an

Opinion of Counsel stating that the execution of such Supplemental Financing Agreement is authorized and permitted by and in compliance with this Financing Agreement. The Trustee may, but shall not be obligated to, consent to any such Supplemental Financing Agreement which affects the Trustee's own rights, duties or immunities under this Financing Agreement, the other Transaction Documents or otherwise.

Section 11.4. Effect of Supplemental Financing Agreements. Upon the execution of any Supplemental Financing Agreement under this Article, this Financing Agreement shall be modified in accordance therewith and such Supplemental Financing Agreement shall form a part of this Financing Agreement for all purposes; and the City, the Authority, the Trustee and every Owner of Bonds theretofore or thereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 11.5. Reference in Bonds to Supplemental Financing Agreements. Bonds authenticated and delivered after the execution of any Supplemental Financing Agreement pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Financing Agreement. If the Authority shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Authority, to any such Supplemental Financing Agreement may be prepared and executed by the Authority and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE XII

MISCELLANEOUS

Section 12.1. Authorized Representatives. Whenever under this Financing Agreement the approval of the Authority is required or the Authority is required or permitted to take some action, such approval shall be given or such action shall be taken by the Authority Representative, and the City and the Trustee shall be authorized to act on any such approval or action. Any approval shall not be unreasonably withheld or delayed.

Whenever under this Financing Agreement the approval of the City is required or the City is required or permitted to take some action, such approval shall be given or such action shall be taken by the City Representative, and the Authority and the Trustee shall be authorized to act on any such approval or action.

Section 12.2. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand delivery or overnight delivery service or received by registered or certified mail, postage prepaid, return receipt requested, addressed as specified in **Section 1101** of the Indenture. A duplicate copy of each notice, certificate or other communication given hereunder to any party mentioned in said **Section 1101** shall be given to all other parties mentioned therein (other than the Bondowners unless a copy is required to be furnished to them by other provisions of this Financing Agreement). The Authority, the City or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent to it.

Section 12.3. Performance Date Not a Business Day. If any date for the payment of principal of, or redemption premium, if any, or interest on the Series 2017 Bonds or the taking of any other action hereunder is not a Business Day, then such payment shall be due, or such action shall be taken, on the first Business Day thereafter with the same force and effect as if made on the date fixed for payment or performance.

Section 12.4. Binding Effect. This Financing Agreement shall inure to the benefit of and shall be binding upon the Authority and the City and their respective successors and assigns.

Section 12.5. Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.6. No Pecuniary Liability. All covenants, obligations and agreements of the City contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future councilmember, commissioner, director, officer, agent or employee of the City other than in their official capacity.

Section 12.7. Extent of Covenants of the Authority; No Personal or Pecuniary Liability. All covenants, obligations and agreements of the Authority contained in this Financing Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future director, officer, agent or employee of the Authority in other than his official capacity, and no official executing the Series 2017 Bonds shall be liable personally on the Series 2017 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Authority contained in this Financing Agreement or in the Indenture. No provision, covenant or agreement contained in this Financing Agreement, the Indenture or the Series 2017 Bonds, or any obligation herein or therein imposed upon the Authority, or the breach thereof, shall constitute or give rise to or impose upon the Authority a pecuniary liability or a charge. No provision hereof shall be construed to impose a charge against the general credit of the Authority or any personal or pecuniary liability upon any director, officer, agent or employee of the Authority.

Section 12.8. Net Financing . Subject to the limitations described in **Sections 3.5, 3.7, 3.8 and 4.1**, the parties hereto agree (a) that the payments of Financing Payments are designed to provide the Authority and the Trustee with moneys adequate in amount to pay all principal of, redemption premium, if any, and interest accruing on the Series 2017 Bonds as the same become due and payable, (b) that to the extent that the payments of Financing Payments are not sufficient to provide the Authority and the Trustee with funds sufficient for the purposes aforesaid, the City shall be obligated to pay (subject with respect to the City to the limitations set forth in **Section 3.5** hereof) to, and they do hereby covenant and agree to pay, upon demand therefor, as Additional Payments, such further moneys, in cash, as may from time to time be required for such purposes, and (c) that if after the principal of, redemption premium, if any, and interest on the Series 2017 Bonds and all costs incident to the payment of the Series 2017 Bonds have been paid in full (including all Additional Payments) the Trustee or the Authority holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, after payment therefrom of all sums then due and owing by the City under the terms of this Financing Agreement, be distributed in accordance with **Article IV** of the Indenture.

Section 12.9. Complete Agreement. The Authority and the City understand that oral or unexecuted agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect the Authority and the City from misunderstanding or disappointment, any agreements the Authority and the City reach covering such matters are contained in this Financing Agreement, which is the complete and exclusive statement of the agreement between the Authority and the City, except as the Authority and the City may later agree in writing to modify this Financing Agreement.

Section 12.10. Severability. If any provision of this Financing Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder, or any application of such provision, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Financing Agreement or any other covenant, stipulation, obligation, agreement, act or action, or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Such illegality or invalidity of any application thereof shall not affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 12.11. Governing Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 12.12. Third Party Beneficiaries. The Trustee and the Bondowners shall be deemed to be third party beneficiaries under this Financing Agreement.

Section 12.13. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI and the **CITY OF RIVERSIDE, MISSOURI** have caused this instrument to be executed on their behalf all as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF
RIVERSIDE, MISSOURI**

(Seal)

By: _____
_____, President

ATTEST:

By: _____
_____, Secretary

CITY OF RIVERSIDE, MISSOURI

(Seal)

By: _____
Kathleen Rose, Mayor

ATTEST:

By: _____
City Clerk

BOND TRUST INDENTURE

Dated as of November 1, 2017

Between

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF RIVERSIDE, MISSOURI**

And

**UMB BANK, N.A.
as Trustee**

Relating to:

\$18,925,000

**The Industrial Development Authority of the City of Riverside, Missouri
Industrial Development Revenue Refunding Bonds
(Riverside Horizons Infrastructure Project)
Series 2017**

BOND TRUST INDENTURE

Table of Contents

	<u>Page</u>
Parties	1
Recitals	1
Granting Clauses	1

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101.	Definitions of Words and Terms	3
Section 102.	Rules of Construction	10

ARTICLE II

THE BONDS

Section 201.	Authorization, Amount and Title of Bonds	11
Section 202.	Authorization of Series 2017 Bonds.....	11
Section 203.	Authorization of Additional Bonds.....	12
Section 204.	Method and Place of Payment	14
Section 205.	Form, Denomination, Numbering and Dating.....	15
Section 206.	Execution and Authentication.....	15
Section 207.	Registration, Transfer and Exchange.....	16
Section 208.	Temporary Bonds	17
Section 209.	Mutilated, Destroyed, Lost and Stolen Bonds.....	17
Section 210.	Cancellation of Bonds	18
Section 211.	Book-Entry Bonds; Securities Depository.....	18

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption of Bonds Generally	19
Section 302.	Redemption of Series 2017 Bonds	19
Section 303.	Election to Redeem; Notice to Trustee	20
Section 304.	Selection by Trustee of Bonds to be Redeemed	21
Section 305.	Notice of Redemption.....	21
Section 306.	Deposit of Redemption Price.....	22
Section 307.	Bonds Payable on Redemption Date	22
Section 308.	Bonds Redeemed in Part.....	22

ARTICLE IV

**FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS AND
OTHER MONEYS**

Section 401.	Creation of Funds and Accounts.....	23
Section 402.	Deposit of Bond Proceeds and Other Moneys.....	24
Section 403.	Debt Service Fund	24
Section 404.	Rebate Fund.....	25
Section 405.	Deposits into the Series 2017 Debt Service Reserve Fund.....	25
Section 406.	Application of Moneys in the Series 2017 Debt Service Reserve Fund	26
Section 407.	Payments Due on Saturdays, Sundays and Holidays.....	27
Section 408.	Nonpresentment of Bonds	27
Section 409.	Records and Reports of Trustee.....	27
Section 410.	Application of Moneys in the Sale Proceeds Account.....	27

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 501.	Moneys to be Held in Trust	28
Section 502.	Investment of Moneys	28

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 601.	Authority to Issue Bonds and Execute Indenture	28
Section 602.	Limited Obligations.....	29
Section 603.	Payment of Bonds.....	29
Section 604.	Performance of Covenants.....	29
Section 605.	Inspection of Books.....	29
Section 606.	Enforcement of Rights.....	29
Section 607.	Amendments to the Financing Agreement	30
Section 608.	Tax Covenants	30
Section 609.	Certain Information and Opinions to be Provided to the Authority	30
Section 610.	Continuing Disclosure	30

ARTICLE VII

DEFAULT AND REMEDIES

Section 701.	Events of Default.....	31
Section 702.	Acceleration of Maturity; Rescission and Annulment.....	31
Section 703.	Exercise of Remedies by the Trustee.....	32
Section 704.	Trustee May File Proofs of Claim	33
Section 705.	Limitation on Suits by Bondowners	34
Section 706.	Control of Proceedings by Bondowners	34
Section 707.	Application of Moneys Collected.....	35

Section 708.	Rights and Remedies Cumulative.....	35
Section 709.	Delay or Omission Not Waiver.....	36
Section 710.	Waiver of Past Defaults	36

ARTICLE VIII

THE TRUSTEE

Section 801.	Acceptance of Trusts; Certain Duties and Responsibilities	36
Section 802.	Certain Rights of Trustee	37
Section 803.	Notice of Defaults.....	38
Section 804.	Compensation and Reimbursement	39
Section 805.	Corporate Trustee Required; Eligibility.....	40
Section 806.	Resignation and Removal of Trustee.....	40
Section 807.	Appointment of Successor Trustee	41
Section 808.	Acceptance of Appointment by Successor	41
Section 809.	Merger, Consolidation and Succession to Business	42
Section 810.	Co-Trustees and Separate Trustees	42
Section 811.	Designation of Paying Agents	43
Section 812.	Advances by Trustee.....	43

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 901.	Supplemental Indentures without Consent of Bondowners.....	43
Section 902.	Supplemental Indentures with Consent of Bondowners.....	44
Section 903.	Execution of Supplemental Indentures.....	45
Section 904.	Effect of Supplemental Indentures	45
Section 905.	Reference in Bonds to Supplemental Indentures.....	45
Section 906.	City Consent to Supplemental Indentures	45

ARTICLE X

SATISFACTION AND DISCHARGE

Section 1001.	Payment, Discharge and Defeasance of Bonds	46
Section 1002.	Satisfaction and Discharge of Indenture.....	46
Section 1003.	Rights Retained After Discharge	47

ARTICLE XI

NOTICES, CONSENTS AND OTHER ACTS

Section 1101.	Notices	47
Section 1102.	Acts of Bondowners	48
Section 1103.	Form and Contents of Documents Delivered to Trustee	49
Section 1104.	Compliance Certificates and Opinions	50

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201.	Further Assurances	50
Section 1202.	Immunity of Officers, Directors, Employees and Members of Authority.....	50
Section 1203.	Limitation on Authority Obligations	51
Section 1204.	Benefit of Indenture.....	52
Section 1205.	No Pecuniary Liability.....	52
Section 1206.	Severability.....	52
Section 1207.	Execution in Counterparts	52
Section 1208.	Governing Law	52
Section 1209.	Electronic Transactions.....	52
	Signatures and Seals.....	S-1
	Exhibit A - Form of Bonds	
	Exhibit B - Form of Disbursement Request - Costs of Issuance Fund	

BOND TRUST INDENTURE

THIS BOND TRUST INDENTURE (the “Indenture”), dated as of November 1, 2017, between **THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI**, a body politic and corporate and a public instrumentality duly organized and existing under the laws of the State of Missouri (the “Authority”), and **UMB BANK, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, and having its principal corporate trust office located in the City of Kansas City, Missouri, as trustee (the “Trustee”).

RECITALS

1. The Authority is authorized and empowered under the Missouri Industrial Development Corporation Act, Chapter 349 of the Revised Statutes of Missouri, as amended (“Act”), to issue revenue bonds for the purpose of providing funds to finance and refinance the costs of certain “projects” as defined in the Act (which includes “public facilities” as defined in the Act) and to pay certain costs related to the issuance of such bonds.

2. The Authority has previously issued its (i) Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007A, issued in the original principal amount of \$30,265,000, and (ii) Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007B, issued in the original principal amount of \$10,000,000 (collectively, the “Refunded Bonds”).

3. The proceeds of the Refunded Bonds were used to fund certain infrastructure costs (the “Project”) related to construction of improvements as a part of the redevelopment of an approximately 1,800 acre area in the City (the “Redevelopment Area”) on the north bank of the Missouri River pursuant to a redevelopment plan (the “Redevelopment Plan”) adopted by the City under the provisions of the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 et seq. of the Revised Statutes of Missouri, as amended (the “TIF Act”).

4. The City of Riverside, Missouri (the “City”) has requested that the Authority assist in the refinancing of the Project and the refunding of the Refunded Bonds through the issuance under this Indenture of the Authority’s Industrial Development Revenue Refunding Bonds (Riverside Horizons Infrastructure Project), Series 2017, in the original principal amount of \$18,925,000 (the “Series 2017 Bonds”), the proceeds of which Series 2017 Bonds will be applied as described herein and in the Financing Agreement hereinafter described to provide funds to (a) refinance the Project by refunding and redeeming the Refunded Bonds, (b) fund a Debt Service Reserve Fund for the Series 2017 Bonds and (c) pay certain costs related to the issuance of the Series 2017 Bonds, all as more fully described herein and in the Financing Agreement.

5. The governing body of the Authority adopted a resolution on October 3, 2017, authorizing the Authority to issue the Series 2017 Bonds pursuant to this Indenture for the above purposes.

6. Pursuant to such resolution, the Authority is authorized (a) to execute and deliver this Indenture for the purpose of issuing and securing the Series 2017 Bonds and any Additional Bonds (collectively, the “Bonds”) as hereinafter provided and (b) to enter into a Financing Agreement dated as of November 1, 2017 (the “Financing Agreement”), between the Authority and the City, under which the Authority will make the proceeds of the Series 2017 Bonds available to the City in accordance with the provisions of the Financing Agreement to refinance the Project and refund and redeem the Refunded Bonds, in consideration of payments to be made by the City to the Trustee which are, subject to annual

appropriation as provided therein, to be sufficient to pay the principal of, redemption premium, if any, and interest on the Series 2017 Bonds as the same become due.

7. All things necessary to make the Series 2017 Bonds, when authenticated by the Trustee and issued as provided in this Indenture, the valid, legal and binding obligations of the Authority, and to constitute this Indenture a valid, legal and binding pledge and assignment of the property, rights, interests and revenues made herein for the security of the payment of the Series 2017 Bonds, have been done and performed, and the execution and delivery of this Indenture and the execution and issuance of the Series 2017 Bonds, subject to the terms of this Indenture, have in all respects been duly authorized.

GRANTING CLAUSES

To declare the terms and conditions upon which Bonds are to be authenticated, issued and delivered and to secure the payment of all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect and to secure the performance and observance by the Authority of all the covenants, agreements and conditions contained in this Indenture and in the Bonds, and in consideration of the premises, the acceptance by the Trustee of the trusts created by this Indenture, the purchase and acceptance of the Bonds by the owners thereof, the Authority hereby transfers in trust, pledges and assigns to the Trustee, and hereby grants a security interest to the Trustee in, the property described in paragraphs (a), (b) and (c) below (said property referred to herein as the "Trust Estate"):

(a) All rights, title and interest of the Authority (including, but not limited to, the right to enforce any of the terms thereof) in, to and under (1) the Financing Agreement, including, without limitation, all Financing Payments and other payments to be received by the Authority and paid by the City under and pursuant to and subject to the provisions of the Financing Agreement (except the Authority's rights to payment of its fees and expenses and to indemnification as set forth in the Financing Agreement and as otherwise expressly set forth therein), and (2) all financing statements or other instruments or documents evidencing, securing or otherwise relating to the use of the proceeds of the Bonds; and

(b) All moneys and securities (except moneys and securities held in the Rebate Fund) from time to time held by the Trustee under the terms of this Indenture; and

(c) Any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Authority or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

The Trustee shall hold in trust and administer the Trust Estate, upon the terms and conditions set forth in this Indenture for the equal and pro rata benefit and security of each and every owner of Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection of this Indenture of one Bond over or from the others, except as otherwise expressly provided herein.

NOW, THEREFORE, the Authority covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective owners of the Bonds, that all Bonds are to be issued, authenticated and delivered and the Trust Estate is to be held and applied by the Trustee, subject to the further covenants, conditions and trusts hereinafter set forth, as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 101. Definitions of Words and Terms. For all purposes of this Indenture, except as otherwise provided or unless the context otherwise requires, the following words and terms used in this Indenture shall have the following meanings:

“Act” means the Missouri Industrial Development Corporation Act, Chapter 349 of the Revised Statutes of Missouri, as from time to time amended.

“Additional Bonds” means any additional parity Bonds issued by the Authority pursuant to **Section 203** of this Indenture that stand on a parity and equality under this Indenture with the Series 2017 Bonds (except with respect to the Series 2017 Debt Service Reserve Fund).

“Additional Payments” means the Additional Payments described in **Section 3.4** of the Financing Agreement.

“Authority” means The Industrial Development Authority of the City of Riverside, Missouri created by the Act, 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 Authority.

“Authority Representative” means the Chairman, Vice Chairman, President or Executive Director of the Authority, and any other duly authorized officer of the Authority whose authority to execute any particular instrument or take a particular action under this Indenture or the Financing Agreement shall be evidenced by a written certificate furnished to the City and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Authority by its Chairman or Executive Director.

“Authorizing Ordinance” means Ordinance No. _____ of the City passed on October 17, 2017.

“Bond” or **“Bonds”** means the Series 2017 Bonds and any Additional Bonds issued pursuant to **Section 203** of this Indenture.

“Bond Issuance Date” means November ____, 2017.

“Business Day” means a day on which the Trustee and any Paying Agent shall be scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“Cede & Co.” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“City” means the City of Riverside, Missouri, a city of the fourth class and political subdivision of the State of Missouri and its successors and assigns.

“City Representative” means the Mayor, City Administrator, the Director of Finance or the City Attorney, and any other duly authorized official of the City whose authority to execute any particular instrument or take a particular action under this Indenture or the Financing Agreement shall be evidenced by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person or persons and signed on behalf of the City by the City Administrator.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated as of November 1, 2017, by and between the City and UMB Bank, N.A., as dissemination agent, for the benefit of holders of the Bonds, as from time to time amended in accordance with the provisions thereof.

“Costs of Issuance” means issuance costs with respect to the Bonds, including but not limited to the following:

- (a) underwriter’s spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);
- (b) counsel fees (including bond counsel, disclosure counsel, City’s counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);
- (c) financial advisor fees of any financial advisor to the Authority or the City incurred in connection with the issuance of the Bonds;
- (d) rating agency fees;
- (e) trustee, escrow agent and paying agent fees;
- (f) accountant fees and other expenses related to issuance of the Bonds;
- (g) printing costs (for the Bonds and of the preliminary and final Official Statement relating to the Bonds); and
- (h) fees and expenses of the Authority incurred in connection with the issuance of the Bonds.

“Costs of Issuance Fund” means the fund by that name created by **Section 401** hereof.

“Debt Service Fund” means the fund by that name created by **Section 401** of this Indenture.

“Debt Service Reserve Fund” means the fund by that name created by **Section 401** of this Indenture.

“Debt Service Reserve Fund Requirement” means with respect to the Series 2017 Bonds, the amount of \$1,000,000.

“Default” means any event or condition which constitutes, or with the giving of any requisite notice or upon the passage of any requisite time period or upon the occurrence of both would constitute, an Event of Default.

“Defeasance Obligations” means:

- (a) Government Obligations which are not subject to redemption prior to maturity; or
- (b) Cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with Government Obligations).

“Environmental Regulations” means any federal, state or local law, statute, code, ordinance, regulation, requirement or rule defining and governing dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials, or substances.

“Escrow Agent” means UMB Bank, N.A., as Trustee and Paying Agent for the Refunded Bonds.

“Escrow Agreement” means the Escrow Letter of Instructions from the City and the Authority to the Trustee dated the date of issuance of the Series 2017 Bonds and related to the refunding of the Refunded Bonds.

“Escrow Fund” means the fund by that name created under the Escrow Agreement and referred to in **Section 401**.

“Event of Default” means any event of default as defined in **Section 701** hereof.

“Event of Nonappropriation” means failure of the City to budget and appropriate on or before the last day of any Fiscal Year, moneys sufficient to pay the Financing Payments and reasonably expected Additional Payments due and payable during the next Fiscal Year.

“Financing” means the Authority making the proceeds of the Series 2017 Bonds available to the City pursuant to the Financing Agreement.

“Financing Agreement” means the Financing Agreement dated as of November 1, 2017, between the Authority and the City as from time to time amended by Supplemental Financing Agreements in accordance with the provisions of the Financing Agreement.

“Financing Payment Date” means on or before the Business Day preceding the date any payment is due on the Series 2017 Bonds.

“Financing Payments” means the payments of principal and interest on the Financing referred to in **Section 3.2** of the Financing Agreement.

“Fiscal Year” means the City’s fiscal year, which is currently July 1 to June 30, or as it may be hereinafter defined by the City.

“Government Obligations” means the following:

(a) 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 by, the United States of America; and

(b) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian in form and substance satisfactory to the Trustee.

“Indenture” means this Bond Trust Indenture as originally executed by the Authority and the Trustee, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of this Indenture.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, **“Moody’s”** shall be deemed to refer to any other nationally recognized securities rating agency designated by the Trustee.

“Net Proceeds,” when used with respect to any damage, destruction, condemnation or loss of title, means the gross proceeds from any insurance relating to damage or destruction of any portion of the Project, or condemnation award with respect to condemned property remaining after the payment of all fees, costs and expenses (including attorneys’ fees and any expenses of the Authority or the Trustee) incurred in the collection of such gross proceeds.

“Officer’s Certificate” means a written certificate in the form described in **Section 1104** hereof of the City by the City Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the City with respect to matters set forth therein.

“Opinion of Bond Counsel” means a written opinion in the form described in **Section 1104** hereof of any legal counsel acceptable to the Authority and the Trustee who shall be nationally recognized as expert in matters pertaining to the validity of obligations of governmental issuers and the exemption from federal income taxation of interest on such obligations.

“Opinion of Counsel” means a written opinion in the form described in **Section 1104** hereof of any legal counsel acceptable to the City and the Trustee and, to the extent the Authority is asked to take action in reliance thereon, the Authority, who may be an employee of or counsel to the Trustee or the City.

“Original Purchaser” means Stifel Nicolaus & Company, Incorporated, underwriter of the Series 2017 Bonds.

“Outstanding” means when used with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except:

- (1) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in **Section 210** of this Indenture;
- (2) Bonds for whose payment or redemption money or Government Obligations in the necessary amount has been deposited with the Trustee or any Paying Agent in trust for the owners of such Bonds as provided in **Section 1001** of this Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made;
- (3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Indenture; and
- (4) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in **Section 209** of this Indenture.

“Owner” or **“Bondowner”** means the registered owner of any Bond as recorded on the bond registration records maintained by the Trustee.

“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.

“Paying Agent” means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to this Indenture or any Supplemental Indenture as paying agent for any series of Bonds at which the principal of, redemption premium, if any, and interest on such Bonds shall be payable.

“Permitted Investments” means, if and to the extent the same are at the time legal for investment of funds held under this Indenture:

(1) cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in paragraph (2) below);

(2) direct obligations of (including obligations issued or held in book entry form on the books of) the Department of Treasury of the United States of America;

(3) obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export - Import Bank,
- Farm Credit System Financial Assistance Corporation,
- Rural Economic Community Development Administration (formerly the Farmers Home Administration),
- General Services Administration,
- U.S. Maritime Administration,
- Small Business Administration,
- Government National Mortgage Association (GNMA),
- U.S. Department of Housing & Urban Development (PHA’s),
- Federal Housing Administration, and
- Federal Financing Bank;

(4) direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations rated at least as high as the sovereign debt rating of the United States by Moody’s and “AAA” by Standard & Poor’s issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC),
- Obligations of the Resolution Funding Corporation (REFCORP), and
- Senior debt obligations of the Federal Home Loan Bank System;

(5) U.S. dollar denominated deposit accounts, federal funds and banker’s acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of “A-1” or “A-1+” by Standard & Poor’s and “P-1” by Moody’s and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(6) commercial paper which is rated at the time of purchase in the single highest classification, “A-1+” by Standard & Poor’s and “P-1” by Moody’s and which matures not more than 270 days after the date of purchase;

(7) investments in a money market fund rated “AAAm” or “AAAm-G” or better by Standard & Poor’s;

(8) “Pre-refunded Municipal Obligations,” defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of Standard & Poor’s and Moody’s or any successors thereto; or

(B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate; provided, however, that Pre-refunded Municipal Obligations meeting the requirements of this subsection (B) may not be used as Permitted Investments without the prior written approval of Standard & Poor’s.

(9) general obligations of states with a rating of at least “A2/A” or higher by both Moody’s and Standard & Poor’s; and

(10) investment agreements (supported by appropriate opinions of counsel) with notice to Standard & Poor’s.

The value, which shall be determined as of the end of each month, of the above investments shall be calculated as follows:

(a) as to investments the prices of which are received by the Trustee from pricing services utilized by it in the ordinary course of its trust business, the price received from such services;

(b) as to certificates of deposit and bankers acceptances: the face amount thereof; and

(c) as to any investment not specified above: the value thereof established by prior agreement between the City and the Trustee.

“**Person**” means any natural person, firm, association, corporation, partnership, limited liability company, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

“Prime Rate” means, for any date of determination, the interest rate per annum publicly announced from time to time by the Trustee as its “prime rate.”

“Rebate Fund” means the fund by that name created by **Section 401** hereof.

“Record Date” means the 15th day (whether or not a Business Day) of the calendar month next preceding the month in which an interest payment on any Bond is to be made.

“Refunded Bonds” means, collectively, the Series 2007A Bonds and the Series 2007B Bonds.

“Replacement Bonds” means Bonds issued to the beneficial owners of the Bonds in accordance with **Section 211** hereof.

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

“Series 2007A Bonds” means the Authority’s outstanding Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007A, issued in the original principal amount of \$30,265,000.

“Series 2007B Bonds” means the Authority’s outstanding Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007B, issued in the original principal amount of \$10,000,000.

“Series 2017 Bonds” means the Industrial Development Revenue Refunding Bonds (Riverside Horizons Infrastructure Project) Series 2017, aggregating the principal amount of \$18,925,000, issued pursuant to **Section 202** of this Indenture.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Division of The McGraw Hill Companies, Inc., New York, New York, and its successors and assigns, and, if such firm shall be dissolved or liquidated or shall no longer perform the functions of a securities rating service, **Standard & Poor’s** shall be deemed to refer to any other nationally recognized securities rating service designated by the City, with notice to the Authority and the Trustee.

“Supplemental Financing Agreement” means any agreement supplemental or amendatory to the Financing Agreement entered into by the Authority and the City pursuant to **Article XI** of the Financing Agreement.

“Supplemental Indenture” means any indenture supplemental or amendatory to this Indenture entered into by the Authority and the Trustee pursuant to **Article IX** of this Indenture.

“Tax Compliance Agreement” means the Tax Compliance Agreement dated as of November 1, 2017, among the Authority, the City and the Trustee.

“TIF Act” means the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800-99.865 of the Revised Statutes of Missouri, as amended.

“Transaction Documents” means this Indenture, the Bonds, the Financing Agreement, the Official Statement relating to the Bonds, the Continuing Disclosure Agreement, the Tax Compliance Agreement, the Escrow Agreement, the Authorizing Ordinance and any and all other documents or

instruments that evidence or are a part of the transactions referred to in this Indenture, the Financing Agreement or the Official Statement or contemplated by this Indenture, the Financing Agreement or the Official Statement; and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; provided, however, that when the words “Transaction Documents” are used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

“**Trust Estate**” means the Trust Estate described in the Granting Clauses of this Indenture.

“**Trustee**” means UMB Bank, N.A., Kansas City, Missouri, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under this Indenture.

“**Unassigned Authority’s Rights**” means the Authority’s rights to reimbursement and payment of its costs and expenses under **Sections 3.4(e), 9.4 and 9.6** of the Financing Agreement, its rights of access under **Section 6.1** of the Financing Agreement, its rights to indemnity under **Section 6.2** of the Financing Agreement, its rights to exemption from liability under **Section 12.7** of the Financing Agreement, its rights to receive notices, reports and other statements and its rights to consent to certain matters.

Section 102. Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to “generally accepted accounting principles” refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (g) 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.

ARTICLE II

THE BONDS

Section 201. Authorization, Amount and Title of Bonds. The Authority may issue Bonds in series from time to time under this Indenture, but subject to the provisions of this Indenture and any Supplemental Indenture authorizing a series of Bonds. No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of Bonds, the number of Bonds and series of Bonds that may be issued under this Indenture is not limited, except with respect to the Series 2017 Bonds as provided in **Section 202** hereof, and with respect to Additional Bonds as provided in **Section 203** hereof and in the Supplemental Indenture providing for the issuance thereof, and except as may be limited by law. The several series of Bonds may differ as between series in any respect not in conflict with the provisions of this Indenture and as may be prescribed in the Supplemental Indenture authorizing such series. The general title of all series of Bonds authorized to be issued under this Indenture shall be “Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project),” with such appropriate particular project and series designation added to or incorporated in such title for the Bonds of any particular series as the Authority may determine.

Section 202. Authorization of Series 2017 Bonds. There shall be issued under and secured by this Indenture a series of Bonds in the aggregate principal amount of \$18,925,000 for the purpose of providing funds to make available to the City to (1) refund the Refunded Bonds, (2) fund a Debt Service Reserve Fund for the Series 2017 Bonds, and (3) pay certain Costs of Issuance. The bonds shall be designated “Industrial Development Revenue Refunding Bonds (Riverside Horizons Infrastructure Project), Series 2017” in the principal amount of \$18,925,000. The Series 2017 Bonds shall be dated November __, 2017, shall mature on May 1 in the years and in the respective principal amounts (subject to prior redemption as provided in **Article III** hereof), and shall bear interest at the respective rates per annum, as follows:

SERIES 2017 SERIAL BONDS

<u>Maturity</u> <u>May 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u> %
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		

The Series 2017 Bonds shall bear interest (computed on the basis of a **360**-day year of twelve **30**-day months) from their dated date or from the most recent interest payment date to which interest has been paid or duly provided for, payable on May 1 and November 1 of each year, beginning on May 1, 2018.

The Series 2017 Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Series 2017 Bonds by the Trustee the following documents shall be filed with the Trustee:

(a) A copy, certified by the Secretary or Assistant Secretary of the Authority, of the resolution adopted by the Authority authorizing the issuance of the Series 2017 Bonds and the execution of this Indenture, the Financing Agreement and any other Transaction Documents to which it is a party;

(b) A copy, certified by the City Clerk of the City of the Authorizing Ordinance and such other ordinances and resolutions adopted by the City authorizing the execution and delivery of the Financing Agreement and any other Transaction Documents to which it is a party;

(c) An original executed counterpart of this Indenture, the Financing Agreement, the Tax Compliance Agreement, the Escrow Agreement and the Continuing Disclosure Agreement;

(d) A request and authorization to the Trustee on behalf of the Authority, executed by the Authority Representative, to authenticate the Series 2017 Bonds and deliver said Series 2017 Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price;

(e) An Opinion of Bond Counsel, dated the date of original issuance of the Series 2017 Bonds; and

(f) Such other certificates, statements, opinions, receipts and documents required by any of the Transaction Documents or as the Trustee shall reasonably require for the delivery of the Series 2017 Bonds.

When the documents specified above have been filed with the Trustee, and when the Series 2017 Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Series 2017 Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the purchase price of the Series 2017 Bonds. The proceeds of the sale of the Series 2017 Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in **Article IV** hereof.

Section 203. Authorization of Additional Bonds. Additional Bonds may be issued under and equally and ratably secured by this Indenture on a parity (except as otherwise provided in this Section) with the Series 2017 Bonds and any other Additional Bonds at any time and from time to time, upon compliance with the conditions set forth in this Section and in **Article VII** of the Financing Agreement, for any purpose authorized under the Act.

Before any Additional Bonds are issued under the provisions of this Section, the Authority shall adopt a resolution (1) authorizing the issuance of such Additional Bonds, fixing the principal amount thereof and describing the purpose or purposes for which such Additional Bonds are being issued, (2) authorizing the Authority to enter into a Supplemental Indenture for the purpose of issuing such Additional Bonds and establishing the terms and provisions of such series of Bonds and the form of the Bonds of such series, (3) authorizing the Authority to enter into a Supplemental Financing Agreement with the City to provide for payments, which may be subject to annual appropriation, at least sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds then to be Outstanding (including the Additional Bonds to be issued) as the same become due, and to extend the term of the Financing Agreement if the maturity of any of the Additional Bonds would otherwise occur after the expiration of the term of the Financing Agreement, and (4) providing for such other matters as are appropriate because of the issuance

of the Additional Bonds, which matters, in the judgment of the Authority, are not prejudicial to the Authority or the owners of the Bonds previously issued.

Such Additional Bonds shall have the same general title as the Series 2017 Bonds, except for an identifying project, series or date, and shall be dated, shall mature on such dates, shall be numbered, shall bear interest at such rates not exceeding the maximum rate then permitted by law payable at such times, and shall be redeemable at such times and prices (subject to the provisions of **Article III** of this Indenture), all as provided by the Supplemental Indenture authorizing the issuance of such Additional Bonds. Except as to any difference in the date, the maturities, the rates of interest or the provisions for redemption, such Additional Bonds shall be on a parity with and shall be entitled to the same benefit and security of this Indenture as the Series 2017 Bonds and any other Additional Bonds, provided that any Additional Bonds shall not be entitled to the benefit of the Series 2017 Debt Service Reserve Fund.

Such Additional Bonds shall be executed in the manner set forth in **Section 206** hereof and shall be deposited with the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, and as a condition precedent thereto, there shall be filed with the Trustee the following:

(a) A copy, certified by the Secretary or Assistant Secretary of the Authority, of the resolution adopted by the Authority authorizing the issuance of such Additional Bonds and the execution of the Supplemental Indenture, Supplemental Financing Agreement and supplements to any other Transaction Documents as may be necessary.

(b) A copy, certified by the City Clerk of the ordinances and/or resolutions adopted by the City authorizing the execution and delivery of the Supplemental Financing Agreement and supplements to any other Transaction Documents.

(c) An original executed counterpart of the Supplemental Indenture, executed by the Authority and the Trustee, authorizing the issuance of the Additional Bonds being issued, specifying, among other things, the terms thereof, and providing for the disposition of the proceeds of such Additional Bonds and the Supplemental Financing Agreement.

(d) An original executed counterpart of the Supplemental Financing Agreement, if any, executed by the City and the Authority, specifying, among other things, the principal amount, rate of interest, maturity and terms of optional prepayment.

(e) An Officer's Certificate (1) stating that no event of default under the Financing Agreement has occurred and is continuing and that no event has occurred and is continuing which with the lapse of time or giving of notice, or both, would constitute such an event of default, and (2) stating the purpose or purposes for which such Additional Bonds are being issued and accompanied by the certificates, reports or opinions demonstrating compliance with the applicable tests set forth in **Section 7.1** of the Financing Agreement.

(f) A request and authorization to the Trustee, on behalf of the Authority, executed by a City Representative, to authenticate the Additional Bonds and deliver said Additional Bonds to the purchasers therein identified upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(g) If such Additional Bonds are to be insured or guaranteed by a bond insurer or other credit enhancer, an insurance policy or other credit enhancement in each case in form or substance satisfactory to the Authority and the City.

(h) An Opinion of Bond Counsel to the effect that all requirements for the issuance of such Additional Bonds have been met and the issuance of such Additional Bonds will not result in the interest on any Bonds then Outstanding becoming includible in gross income for purposes of federal income taxation.

(i) Such other certificates, statements, receipts and documents required by any of the Transaction Documents or as the Authority, the City or the Trustee shall reasonably require for the delivery of the Additional Bonds.

When the documents specified above have been filed with the Trustee, and when such Additional Bonds have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the Trustee of the purchase price of such Additional Bonds. The proceeds of the sale of such Additional Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee and shall be deposited and applied by the Trustee as provided in **Article IV** hereof and in the Supplemental Indenture authorizing the issuance of such Additional Bonds.

Section 204. Method and Place of Payment. The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal of and the redemption premium, if any, on all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the bond register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the principal corporate trust office of the Trustee or of any Paying Agent named in the Bonds.

The interest payable on each Bond on any interest payment date shall be paid by the Trustee to the registered owner of such Bond as shown on the bond register at the close of business on the Record Date for such interest, (1) by check or draft mailed to such registered owner at his address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such owner, or (2) at the written request addressed to the Trustee by any owner of Bonds in the aggregate principal amount of at least **\$1,000,000**, by electronic transfer to such owner upon written notice to the Trustee from such owner containing the electronic transfer instructions (which shall be in the continental United States) to which such owner wishes to have such transfer directed and such written notice is given by such owner to the Trustee not less than **15** days prior to the Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner's account at such bank to which the payment is to be credited.

Interest on any Bond that is due and payable but not paid on the date due ("Defaulted Interest") shall cease to be payable to the owner of such Bond on the relevant Record Date and shall be payable to the owner in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The City shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and shall deposit with the Trustee at

the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the owners of the Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than **15** nor less than **10** days prior to the date of the proposed payment and not less than **10** days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each owner of a Bond entitled to such notice at the address of such owner as it appears on the bond register not less than **10** days prior to such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under this Indenture upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond and each such Bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

Section 205. Form, Denomination, Numbering and Dating. The Bonds of each series issued under this Indenture shall be issuable as fully registered bonds without coupons in substantially the form set forth in **Exhibit B** attached to this Indenture and the Supplemental Bond Indenture under which any Additional Bonds are issued, in each case with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Bond Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

The Series 2017 Bonds shall be issuable in the denomination of **\$5,000** or any integral multiple thereof. The Bonds of each series of Additional Bonds shall be issuable in such denominations as provided in the Supplemental Bond Indenture authorizing such series. In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be of the denominations of **\$5,000** and any integral multiple thereof.

The Series 2017 Bonds shall be numbered from **R-1** consecutively upward in order of issuance or in such other manner as the Trustee shall designate. The Bonds of each series of Additional Bonds shall be numbered as provided in the Supplemental Bond Indenture authorizing such series. In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be numbered **R-1** and upward or in such other manner as the Trustee shall designate.

The Series 2017 Bonds shall be dated as provided in **Section 202** of this Indenture. The Bonds of each series of Additional Bonds shall be dated as provided in the Supplemental Bond Indenture authorizing such series of Bonds. In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be dated the date of their original authentication and delivery.

Section 206. Execution and Authentication. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of its Chairman, Vice Chairman or Executive Director and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary, and shall have the corporate seal of the Authority affixed thereto or imprinted thereon. If any officer whose manual or facsimile signature appears on any Bonds shall cease to hold such office before the authentication and delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such person had remained in office until delivery. Any Bond may be signed by such persons as at the

actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

No Bond shall be secured by, or be entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication substantially in the form provided for in **Exhibit B** hereto, executed by the Trustee by manual signature of an authorized officer or signatory of the Trustee, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder. At any time and from time to time after the execution and delivery of this Indenture, the Authority may deliver Bonds executed by the Authority to the Trustee for authentication and the Trustee shall authenticate and deliver such Bonds as in this Indenture provided and not otherwise.

Section 207. Registration, Transfer and Exchange. The Trustee shall cause to be kept at its principal corporate trust office a register (referred to herein as the “**bond register**”) in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as herein provided. The Trustee is hereby appointed “**bond registrar**” for the purpose of registering Bonds and transfers of Bonds as herein provided.

Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee as provided in this Section. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Trustee, the Authority shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same maturity, of any authorized denominations and of a like aggregate principal amount.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Authority or the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Authority and the Trustee, as bond registrar, duly executed by the owner thereof or his attorney or legal representative duly authorized in writing.

All Bonds surrendered upon any exchange or transfer provided for in this Indenture shall be promptly cancelled by the Trustee and thereafter disposed of as required by applicable law.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Authority, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee or Securities Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the City. In the event any registered owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered owner hereunder or under the Bonds.

The Trustee shall not be required (i) to transfer or exchange any Bond during a period beginning at the opening of business **15** days before the day of the mailing of a notice of redemption of such Bond and ending at the close of business on the day of such mailing, or (ii) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any

Record Date for such series of Bonds and ending at the close of business on the relevant interest payment date therefor.

The Person in whose name any Bond shall be registered on the bond register shall be deemed and regarded as the absolute owner thereof for all purposes, except as otherwise provided in this Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its principal corporate trust office a list of the names and addresses of the last known owners of all Bonds and the serial numbers of such Bonds held by each of such owners. At reasonable times and under reasonable regulations established by the Trustee, the list may be inspected and copied by the Authority, the City or the owners of 10% or more in principal amount of Bonds Outstanding or the authorized representative thereof, provided that the ownership of such owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Section 208. Temporary Bonds. Pending the preparation of definitive Bonds, the Authority may execute, and upon request of the Authority the Trustee shall authenticate and deliver, temporary Bonds which are printed, lithographed, typewritten, or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Bonds may determine, as evidenced by their execution of such Bonds. If temporary Bonds are issued, the Authority will cause definitive Bonds to be prepared without unreasonable delay. After the preparation of definitive Bonds, the temporary Bonds shall be exchangeable for definitive Bonds upon surrender of the temporary Bonds at the principal corporate trust office of the Trustee, without charge to the owner. Upon surrender for cancellation of any one or more temporary Bonds, the Authority shall execute and the Trustee shall authenticate and deliver in exchange therefor a like principal amount of definitive Bonds of authorized denominations. Until so exchanged, temporary Outstanding Bonds shall in all respects be entitled to the security and benefits of this Indenture.

Section 209. Mutilated, Destroyed, Lost and Stolen Bonds. If (i) any mutilated Bond is surrendered to the Trustee, or the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Authority and the Trustee such security or indemnity as may be required by either of them to save the Trustee and the Authority harmless, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Authority shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section, the Authority and the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Bond issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond, shall constitute an original additional contractual obligation of the Authority, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the security and benefits of this Indenture equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 210. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Trustee, shall be promptly cancelled by the Trustee, and, if surrendered to any Paying Agent other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by the Trustee. The Authority or the City may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the Authority or the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Indenture. The Trustee shall execute and deliver to the Authority and the City a certificate describing the Bonds so cancelled. All cancelled Bonds held by the Trustee shall be destroyed and disposed of by the Trustee in accordance with applicable record retention requirements.

Section 211. Book-Entry Bonds; Securities Depository. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in this Section.

If the Authority determines (1) (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Trustee receives written notice from Participants having interests in not less than **50%** of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than the Securities Depository is no longer in the best interests of the beneficial owners of the Bonds, then the Trustee shall notify the Bondowners of such determination or such notice and of the availability of certificates to owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (1)(A) or (1)(B) of this paragraph, the Authority, with the consent of the Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or the Trustee as its agent has possession of at least one Bond. Upon the issuance of Replacement Bonds, 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 Bonds. If the Securities Depository resigns and the Authority, the Trustee or Bondowners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of Replacement Bonds to Bondowners, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses and principal amounts held of the beneficial owners of the Bonds. The cost of printing, registration, authentication, payment, transfer and delivery of Replacement Bonds shall be paid for by the City.

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, the City may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository or its agent in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds Generally. The Bonds are subject to redemption prior to maturity in accordance with their terms and the terms and provisions set forth in this Article. Additional Bonds shall be subject to redemption prior to maturity in accordance with the applicable terms and provisions contained in this Article and as may be specified in such Bonds and the Supplemental Indenture authorizing such Bonds.

Section 302. Redemption of Series 2017 Bonds. The Series 2017 Bonds are subject to optional and [mandatory] redemption as follows:

(a) *Optional Redemption.* The Series 2017 Bonds maturing on or after May 1, 20__ are subject to redemption and payment prior to maturity, at the option of the Authority, which shall be exercised upon written direction from the City, on and after May 1, 20__, in whole or in part at any time at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date.

[(b) *Mandatory Sinking Fund Redemption.* The Series 2017 Bonds maturing on May 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on May 1 in each of the years and in the amounts set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u>	<u>Principal Amount</u>
20__	\$_____
20__	_____*

* Final Maturity

The Series 2017 Bonds maturing on May 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on May 1 in each of the years and in the amounts set forth below, at 100% of the principal amount thereof plus accrued interest to the redemption date, without premium:

<u>Year</u>	<u>Principal Amount</u>
20__	\$_____
20__	_____*
<hr/>	
* Final Maturity	

The Trustee shall, in each year in which Bonds are to be redeemed pursuant to the terms of this subsection make timely selection of such Bonds or portions thereof to be so redeemed in **\$5,000** units of principal amount in such equitable manner as the Trustee may determine and shall give notice thereof without further instructions from the Authority or the City. At the option of the City, to be exercised on or before the **45th** day next preceding each mandatory redemption date, the City may: (1) deliver to the Trustee for cancellation Bonds of the same maturity in the aggregate principal amount desired; or (2) furnish to the Trustee funds, together with appropriate written instructions, for the purpose of purchasing any of said Bonds from any owner thereof in the open market at a price not in excess of **100%** of the principal amount thereof, whereupon the Trustee shall use its best efforts to expend such funds for such purposes to such extent as may be practical; or (3) elect to receive a credit in respect to the mandatory redemption obligation under this subsection for any Term Bonds of the same maturity which prior to such date have been redeemed (other than through the operation of the requirements of this subsection) and cancelled by the Trustee and not theretofore applied as a credit against any redemption obligation under this subsection. Each Bond so delivered or previously purchased or redeemed shall be credited at **100%** of the principal amount thereof on the obligation of the Authority to redeem Bonds of the same maturity on the next mandatory redemption date applicable to Bonds of such maturity that is at least **45** days after receipt by the Trustee of such instructions from the City, and any excess of such amount shall be credited on future mandatory redemption obligations for Bonds of the same maturity in chronological order or such other order as the City may designate, and the principal amount of Bonds of the same maturity to be redeemed on such future mandatory redemption dates by operation of the requirements of this subsection shall be reduced accordingly. If the City intends to exercise any option granted by the provisions of clauses (1), (2) or (3) of this subsection, the City will, on or before the **45th** day next preceding the applicable mandatory redemption date, furnish the Trustee an Officer's Certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with and the Bonds, in the case of its election pursuant to clause (1), in respect to such mandatory redemption payment.]]

Section 303. Election to Redeem; Notice to Trustee. The Authority shall elect to redeem Bonds subject to optional redemption upon receipt of a written direction of the City. In case of any redemption at the election of the Authority, the Authority shall, at least **45** days prior to the redemption date fixed by the Authority (unless a shorter notice shall be satisfactory to the Trustee) give written notice to the Trustee directing the Trustee to call Bonds for redemption and give notice of redemption and specifying the redemption date, the principal amount and maturities of Bonds to be called for redemption, the applicable redemption price or prices and the provision or provisions of this Indenture pursuant to which such Bonds are to be called for redemption.

The foregoing provisions of this Section shall not apply in the case of any mandatory redemption of Bonds under this Indenture, and the Trustee shall call Bonds for redemption and shall give notice of

redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Authority and the City and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Section 304. Selection by Trustee of Bonds to be Redeemed. Bonds may be redeemed only in the principal amount of **\$5,000** (or other authorized denomination of the Bonds of any series specified in the Supplemental Bond Indenture authorizing such series of Bonds) or any integral multiple thereof.

If less than all Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Bonds of such maturity which have not previously been called for redemption, by such method as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions equal to **\$5,000** (or other minimum authorized denomination of the Bonds of such series) of the principal of Bonds of a denomination larger than **\$5,000** (or such other minimum authorized denomination).

Section 305. Notice of Redemption. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail, at least **20** days and not more than **60** days prior to the redemption date to each registered owner of the Bonds to be redeemed at the address shown on the bond register.

Following the mailing of any notice of redemption pursuant to this **Section 305**, the Trustee shall promptly notify the Authority and the City in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

All official notices of redemption shall be dated and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) the principal amount of Bonds of the series to be redeemed and, if less than all Bonds of a maturity of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts, numbers and maturity dates) of the Bonds to be redeemed;
- (4) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and
- (5) the place where the Bonds to be redeemed are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Trustee or other Paying Agent.

The failure of any owner of Bonds to receive notice given as provided in this Section, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any owner receives such notice.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Authority at least **2** days before the date of mailing of such notice to the registered owners by registered or

certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed (provided that such notice may contain a disclaimer as to the accuracy of such numbers), (ii) the date of issue of the Bonds as originally issued, (iii) the rate of interest borne by each Bond being redeemed, (iv) the maturity date of each Bond being redeemed, and (v) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Trustee, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Section 306. Deposit of Redemption Price. Prior to any redemption date, the Authority shall deposit with the Trustee or with a Paying Agent, from moneys provided by the City, an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Trust Estate.

Section 307. Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the Authority at the redemption price. Installments of interest with a due date on or prior to the redemption date shall be payable to the owners of the Bonds registered as such on the relevant Record Dates according to the terms of such Bonds and the provisions of **Section 204**.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear or have enclosed the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided under **Section 308** in lieu of surrender, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

Section 308. Bonds Redeemed in Part. Any Bond which is to be redeemed only in part shall be surrendered at the place of payment therefor (with, if the Authority or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Authority and the Trustee duly executed by, the owner thereof or his attorney or legal representative duly authorized in writing), and the Authority shall execute and the Trustee shall authenticate and deliver to the owner of such Bond, without service charge, a new Bond or Bonds of the same series and maturity of any authorized denomination or denominations as requested by such owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. If the owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless,

become due and payable on the redemption date to the extent of the **\$5,000** (or other denomination) unit or units of principal amount called for redemption (and to that extent only).

Subject to the approval of the Trustee, in lieu of surrender under the preceding paragraph, payment of the redemption price of a portion of any Bond may be made directly to the registered owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such owner and, if such owner is a nominee, the Person for whom such owner is a nominee, that payment shall be so made and that such owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such owner shall present such Bond to the Trustee for notation thereon of the portion of the principal thereof redeemed or shall surrender such Bond in exchange for a new Bond or Bonds for the unredeemed balance of the principal of the surrendered Bond.

ARTICLE IV

FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS AND OTHER MONEYS

Section 401. Creation of Funds and Accounts. There are hereby created and ordered to be established in the custody of the Trustee the following special trust funds in the name of the Authority to be designated as follows:

(a) “The Industrial Development Authority of the City of Riverside, Missouri–Riverside Horizons Project Costs of Issuance Fund” (the “Costs of Issuance Fund”), and within such fund separate accounts for each Series of Bonds, initially a “Series 2017 Costs of Issuance Account”;

(b) “The Industrial Development Authority of the City of Riverside, Missouri–Riverside Horizons Project Debt Service Fund” (the “Debt Service Fund”) and within such fund separate accounts for each Series of Bonds, initially a “Series 2017 Debt Service Account,” and a “Sales Proceeds Account,” and within each such account a subaccount for capitalized interest on such Series, if any;

(c) The “The Industrial Development Authority of the City of Riverside, Missouri–Riverside Horizons Project Series 2017 Debt Service Reserve Fund” (the “Series 2017 Debt Service Reserve Fund”); and

(d) “The Industrial Development Authority of the City of Riverside, Missouri–Riverside Horizons Project Rebate Fund” (the “Rebate Fund”) and within such fund separate accounts for each Series of Bonds, initially a “Series 2017 Rebate Account”.

The Trustee is authorized to establish separate accounts within such funds or otherwise segregate moneys within such funds, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the Authority.

In addition, the Escrow Agreement establishes the Escrow Fund to be held and administered by the Escrow Agent in accordance with the provisions of the Escrow Agreement.

Section 402. Deposit of Bond Proceeds and Other Moneys. The Authority, for and on behalf of the City, shall deposit with the Trustee all of the net proceeds of the Series 2017 Bonds, and the Trustee shall deposit and apply such proceeds, together with other moneys deposited with the Trustee, as follows:

(a) Deposit to the credit of the Series 2017 Costs of Issuance Account of the Costs of Issuance Fund from the proceeds of the Series 2017 Bonds, the sum of \$_____, which deposit shall be disbursed by the Trustee from time to time, upon receipt of written disbursement requests of the City in substantially the form of **Exhibit B** hereto and signed by the City Representative in amounts equal to the amount of Costs of Issuance certified in such written requests. At such time as the Trustee is furnished with an Officer's Certificate from the City stating that all Costs of Issuance have been paid, and in any case not later than six months from the date of original issuance of the Series 2017 Bonds, the Trustee shall transfer any moneys remaining in the Series 2017 Costs of Issuance Account to the Series 2017 Debt Service Account;

(b) to the Escrow Agent for deposit in the Escrow Fund, \$_____ from the proceeds of the Series 2017 Bonds plus \$_____ from funds deposited with the Escrow Agent by the Trustee for the Refunded Bonds, on behalf of the Authority (including \$_____ from the funds and accounts for the Refunded Bonds), which together provide sufficient funds to prepay the Refunded Bonds in accordance with the Escrow Agreement; and

(c) Deposit to the Series 2017 Debt Service Reserve Fund the sum of \$1,000,000.

Section 403. Debt Service Fund. The Trustee shall deposit and credit to the Debt Service Fund, as and when received, as follows:

(a) The amounts required to be deposited therein under **Section 402(a)** hereof, all Financing Payments made by the City pursuant to **Section 3.2** of the Financing Agreement and any sale proceeds required to be deposited therein pursuant to **Section 4.2(b)** of the Financing Agreement;

(b) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant to **Section 502** hereof;

(c) Any amounts required by a Supplemental Indenture authorizing the issuance of Additional Bonds to be deposited in the Debt Service Fund, as specified in such Supplemental Indenture; and

(d) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture or the Financing Agreement or any other Transaction Document, when accompanied by written directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

The moneys in the Debt Service Fund shall be held in trust and shall be applied solely in accordance with the provisions of this Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable. Except as otherwise provided herein, moneys in the Debt Service Fund shall be expended solely as follows: (a) to pay interest on the Bonds as the same becomes due; (b) to pay principal of the Bonds as the same mature or become due and upon any mandatory sinking fund redemption thereof; and (c) to pay principal of and redemption premium, if any, on the Bonds as the same become due upon redemption (other than pursuant to a mandatory sinking fund redemption) prior to maturity.

The Trustee is authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

The Trustee, upon the written instructions from the Authority given pursuant to written direction of the City, shall use excess moneys in the Debt Service Fund to redeem all or part of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the City, in accordance with the provisions of **Article III** hereof, so long as the City is not in default with respect to any payments under the Financing Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption. The City may cause such excess money in the Debt Service Fund or such part thereof or other moneys of the City, as the City may direct, to be applied by the Trustee on a best efforts basis to the extent practical for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

After payment in full of the principal of, redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in **Section 1001** of this Indenture), and the fees, charges and expenses of the Trustee, any Paying Agents and the Authority, and any other amounts required to be paid under this Indenture and the Financing Agreement, all amounts remaining in the Debt Service Fund shall be paid to the City upon the expiration or sooner termination of the Financing Agreement.

Section 404. Rebate Fund. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Tax Compliance Agreement. All amounts on deposit at any time in the Rebate Fund shall be held by the Trustee in trust to the extent required to pay rebatable arbitrage to the United States of America, and neither the City, the Authority nor the owner of any Bonds shall have any rights in or claim to such money. All amounts held in the Rebate Fund shall be governed by this Section and by the Tax Compliance Agreement (which are incorporated herein by reference).

Pursuant to the Tax Compliance Agreement, the Trustee shall remit all required rebate installments and a final rebate payment to the United States. Neither the Trustee nor the Authority shall have any obligation to pay any amounts required to be rebated pursuant to this Section and the Tax Compliance Agreement, other than from moneys held in the Rebate Fund created under this Indenture as provided in this Indenture or from other moneys provided to it by the City. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any rebatable arbitrage shall be withdrawn and paid jointly to the City.

The obligation to pay arbitrage rebate to the United States and to comply with all other requirements of this Section and the Tax Compliance Agreement shall survive the defeasance or payment in full of the Bonds until all rebatable arbitrage shall have been paid.

Section 405. Deposits into the Series 2017 Debt Service Reserve Fund. The following moneys shall be paid over to and deposited by the Trustee into the Series 2017 Debt Service Reserve Fund, as and when received:

- (1) From the proceeds from the sale of the Series 2017 Bonds, an amount equal to the Series 2017 Debt Service Reserve Fund Requirement.

(2) The amounts to be paid by the City pursuant to **Section 3.4(f)** of the Financing Agreement.

(3) The earnings accrued on the investment of moneys in the Series 2017 Debt Service Reserve Fund and required to be deposited into the Series 2017 Debt Service Reserve Fund pursuant to **Section 502**.

(4) All other moneys received by the Trustee when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Series 2017 Debt Service Reserve Fund.

(5) Moneys from the Sales Proceeds Account as described in **Section 410**.

Section 406. Application of Moneys in the Series 2017 Debt Service Reserve Fund.

(a) Except as provided in **Section 502** for earnings on moneys in the Series 2017 Debt Service Reserve Fund, the moneys in the Series 2017 Debt Service Reserve Fund shall be disbursed and expended by the Trustee, without any further authorization from the City, solely for the payment of the principal of and interest on the Series 2017 Bonds to the extent of any deficiency in the Debt Service Fund for such purposes. Notwithstanding the foregoing, (i) moneys in the Series 2017 Debt Service Reserve Fund may be used to call the Series 2017 Bonds for redemption and payment prior to their stated maturity, provided all of the Series 2017 Bonds at the time Outstanding are called for payment and funds are available to pay the same according to their terms, and (ii) moneys in the Series 2017 Debt Service Reserve Fund shall be used to pay and retire the last Outstanding Series 2017 Bonds unless such Series 2017 Bonds and all interest thereon are otherwise paid. The Trustee may disburse and expend moneys from the Series 2017 Debt Service Reserve Fund for such purpose whether or not the amount in the Series 2017 Debt Service Reserve Fund at that time equals the Series 2017 Debt Service Reserve Fund Requirement. If the Trustee disburses or expends moneys from the Series 2017 Debt Service Reserve Fund for the purposes stated in this paragraph, the Trustee shall immediately notify the City of the amount necessary to restore the balance in the Series 2017 Debt Service Reserve Fund to the Series 2017 Debt Service Reserve Fund Requirement, and the Trustee shall direct the City to restore the deficiency in 12 equal monthly payments beginning not later than the first Business Day of the next calendar month, subject to the limitations on such funding contained in **Section 3.5** of the Financing Agreement.

(b) On each valuation date (as provided for in **Section 502**), and immediately subsequent to any transfer of money from the Series 2017 Debt Service Reserve Fund to the Debt Service Fund as required herein, the Trustee shall determine the value of all cash and Permitted Investments held in the Series 2017 Debt Service Reserve Fund. All such Permitted Investments shall be valued pursuant to **Section 502**. If the value so determined exceeds the Series 2017 Debt Service Reserve Fund Requirement, the excess shall as promptly as practical be transferred to Debt Service Fund pursuant to **Section 502**. If the value so determined is less than the Series 2017 Debt Service Reserve Fund Requirement, the Trustee shall immediately notify the City of the amount necessary to restore the balance in the Series 2017 Debt Service Reserve Fund to the Series 2017 Debt Service Reserve Fund Requirement, and the Trustee shall direct the City to restore the deficiency in 12 equal monthly payments beginning not later than the first Business Day of the next calendar month, subject to the limitations on such funding contained in **Section 3.5** of the Financing Agreement.

(c) After payment or provision for payment in full of the principal of and interest on the Series 2017 Bonds, and the fees, charges and expenses of the Trustee and any Paying Agents and any other amounts required to be paid under this Indenture and the Financing Agreement, all amounts remaining in the Series 2017 Debt Service Reserve Fund shall be paid to the City.

Section 407. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of, redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a day other than a Business Day, then payment of principal, redemption premium, if any, or interest 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 redemption, and no interest shall accrue for the period after such date.

Section 408. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the owner thereof for the payment of such Bond, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall repay jointly to the City the funds theretofore held by it for payment of such Bond without liability for interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 409. Records and Reports of Trustee. The Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Trustee pursuant to the provisions of this Indenture as are requested by the Authority. The Trustee shall furnish to the Authority and the City, monthly on the tenth Business Day after the end of each calendar month, a report on the status of each of the funds and accounts established under this Article which are held by the Trustee, showing the balance in each such fund or account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements, and the balance in each such fund or account on the last day of the preceding month. The Trustee shall render an annual accounting for each Fiscal Year ending June 30 to the Authority, the City and any Bondowner at the expense of such Bondowner requesting the same, showing in reasonable detail all financial transactions relating to the Trust Estate during the accounting period, including investment earnings and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period.

Section 410. Application of Moneys in the Sale Proceeds Account. The Trustee shall deposit any funds received from the City pursuant to Section 4.2(b) of the Financing Agreement in the Sale Proceeds Account. On the 5th Business Day prior to each interest payment date on the Bonds, any amounts then on deposit in the Sale Proceeds Account shall be transferred by the Trustee without further instruction into the Series 2017 Debt Service Account. Prior to the date of any such transfer, the City may submit to the Trustee the documents specified in Section 4.2(b) of the Financing Agreement and, upon receipt thereof, the Trustee shall transfer any moneys on deposit in the Sale Proceeds Account to the City.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the funds and accounts held under this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Financing Agreement, and, until used or applied as herein provided, shall (except for moneys in the Rebate Fund) constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Authority or the City except as provided under **Section 502** hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except to the extent such moneys are invested in Permitted Investments.

Section 502. Investment of Moneys. Moneys held in each of the funds and accounts under this Indenture shall, pursuant to written directions of the City Representative, be invested and reinvested by the Trustee in accordance with the provisions of this Indenture and the Tax Compliance Agreement in Permitted Investments which mature or are subject to redemption by the owner thereof prior to the date such funds are expected to be needed. The Trustee may rely upon the written directions of the City Representative as to the suitability and legality of the directed investment. In the absence of direction from the City Representative, the moneys held in each of the funds and accounts under this Indenture shall be invested and reinvested in Permitted Investments of the type described in paragraph (7) of the definition thereof. The Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department or that of any affiliate of the Trustee and may pool moneys for investment purposes, except moneys held in any fund or account that are required to be yield restricted in accordance with the Tax Compliance Agreement, which shall be invested separately. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on each fund or account and any profit realized from such Permitted Investments (other than any amount required to be deposited in the Rebate Fund pursuant to **Section 404** hereof) shall be credited to such fund or account, and any loss resulting from such Permitted Investments shall be charged to such fund or account; provided that if the amount in the Series 2017 Debt Service Reserve Fund equals the Series 2017 Debt Service Reserve Requirement then all interest accruing thereon shall be automatically deposited into the Debt Service Fund. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such fund or account and the Trustee shall not be liable for any loss resulting from such investments.

In determining the balance in any Fund (other than the Series 2017 Debt Service Reserve Fund), investments in such Fund shall be valued at the lower of their original cost or their fair market value as of the most recent interest payment date. Permitted Investments in the Series 2017 Debt Service Reserve Fund shall be valued at fair market value, exclusive of accrued interest. Investments in the Funds under this Indenture shall be valued on each _____ 1 and _____ 1 in each year beginning _____.

ARTICLE VI

GENERAL COVENANTS AND PROVISIONS

Section 601. Authority to Issue Bonds and Execute Indenture. The Authority covenants that it is duly authorized under the Constitution and laws of the State of Missouri to execute this Indenture, to

issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken; and that the Bonds in the hands of the owners thereof are and will be valid and enforceable obligations of the Authority according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights to the extent applicable and their enforcement may be subject to the exercise of judicial discretion in appropriate cases.

Section 602. Limited Obligations. The Bonds and the interest thereon shall be special, limited obligations of the Authority payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Financing Payments and other payments derived by the Authority under the Financing Agreement (except for fees and expenses payable to the Authority, the Authority's right to indemnification as set forth in the Financing Agreement and as otherwise expressly set forth therein), and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the owners of the Bonds, as provided in this Indenture. The Bonds and interest thereon shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision or body politic thereof, including the City, within the meaning of any state constitutional provision or statutory limitation, and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision or body politic thereof, including the City, but shall be payable solely from the funds provided for in the Financing Agreement and in this Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision or body politic thereof, including the City, to levy any form of taxation therefor or to make any appropriation for their payment. The State of Missouri shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Missouri or any charge upon its general credit or against its taxing power. The Authority has no power to tax.

Section 603. Payment of Bonds. The Authority shall duly and punctually pay, but solely from the sources specified in this Indenture, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

Section 604. Performance of Covenants. The Authority shall (to the extent within its control) faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 605. Inspection of Books. The Authority covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Financing Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by the Trustee, the City and such accountants or other agencies as the Trustee or the City may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Financing Agreement, and the transactions relating thereto, including financial statements of the City, shall be open to inspection by the Authority during business hours upon reasonable notice.

Section 606. Enforcement of Rights. The Authority agrees that the Trustee, as assignee, transferee, pledgee, and owner of a security interest under this Indenture in its name or in the name of the Authority may enforce all rights of the Authority and the Trustee and all obligations of the City under and pursuant to the Financing Agreement and any other Transaction Documents for and on behalf of the Bondowners, whether or not the Authority is in default hereunder. The Financing Agreement and all other Transaction Documents shall be delivered to and held by the Trustee.

Section 607. Amendments to the Financing Agreement . The Financing Agreement may only be supplemented or amended by Supplemental Financing Agreements executed by the Authority and the City as provided in **Article XI** of the Financing Agreement.

Section 608. Tax Covenants. The Authority (to the extent within its power or direction) shall not use or permit the use of any proceeds of Bonds or any other funds of the Authority, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would cause the interest on any Bond to be included in gross income for federal income tax purposes.

The Authority agrees that so long as any of the Bonds remain Outstanding, it will comply with the provisions of the Tax Compliance Agreement applicable to the Authority.

The Trustee agrees to comply with its duties as set forth in the provisions of the Tax Compliance Agreement, and upon receipt of the Tax Compliance Agreement and any Opinion of Bond Counsel which sets forth such requirements, to comply with the written directions of an Opinion of Counsel relating to any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds. The Trustee from time to time, upon receipt of a written request of the Authority, may cause a firm of attorneys, consultants or independent accountants or an investment banking firm (as selected by the Authority) to supply the Authority, with such information as Authority may request in order to determine in a manner reasonably satisfactory to the Authority, all matters relating to (a) the actuarial yields on the Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for fees, charges, costs and expenses incurred in connection with supplying the foregoing information shall be paid by the City.

The foregoing covenants of this Section shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to **Article X** of this Indenture or any other provision of this Indenture, until the final maturity date of all Bonds Outstanding and payment thereof.

Section 609. Certain Information and Opinions to be Provided to the Authority. The Trustee shall deliver to the Authority, promptly upon its written request to the Trustee, copies of the financial statements and other information on file with the Trustee, that have been delivered to the Trustee pursuant to **Section 6.1** of the Financing Agreement. Each Opinion of Bond Counsel required to be addressed and delivered to the Trustee under any provision of this Indenture shall also be addressed and delivered to the Authority.

Section 610. Continuing Disclosure. Pursuant to **Section 6.3** of the Financing Agreement, the City has undertaken all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the owners of the Bonds or any other person with respect to S.E.C. Rule 15c2-12. Notwithstanding any other provision of this Indenture, failure of the City or the Trustee to comply with the Continuing Disclosure Agreement shall not constitute an Event of Default; however, the Trustee may (and, at the request of the Original Purchaser or the owners of at least **25%** aggregate principal amount of Outstanding Series 2017 Bonds, having been indemnified in accordance with **Section 802(e)**, shall), or any Bondowner or Beneficial Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Agreement. For purposes of this Section, “**Beneficial Owner**” means 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 2017 Bonds (including Persons holding Series 2017 Bonds through nominees,

depositories or other intermediaries), or (b) is treated as the owner of any Series 2017 Bonds for federal income tax purposes.

ARTICLE VII

DEFAULT AND REMEDIES

Section 701. Events of Default. The term “**event of default**,” wherever used in this Indenture, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon proceedings for redemption, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the Authority in this Indenture (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section), and continuance of such default or breach for a period of **60** days after there has been given to the Authority and the City by the Trustee or to the Authority and the City and the Trustee by the owners of at least **10%** in principal amount of the Bonds Outstanding, a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such **60**-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Authority shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) any event of default under the Financing Agreement shall occur and is continuing and has not been waived.

With regard to any alleged default concerning which notice is given to the City under the provisions of this Section, the Authority hereby grants the City full authority for the account of the Authority to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts in order to remedy such default.

Section 702. Acceleration of Maturity; Rescission and Annulment. If an event of default occurs and is continuing, the Trustee may, and shall, if requested by the owners of not less than **25%** in principal amount of the Bonds Outstanding, by written notice to the Authority and the City, declare the principal of all Bonds Outstanding and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Authority, the City and the Trustee, rescind and annul such declaration and its consequences if:

(a) the Authority has deposited with the Trustee a sum sufficient to pay

(1) all overdue installments of interest on all Bonds,

(2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate prescribed therefor in the Bonds,

(3) interest upon overdue installments of interest at the rate prescribed therefor in the Bonds, and

(4) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(b) all events of default, other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in **Section 710** of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Exercise of Remedies by the Trustee. Upon the occurrence and continuance of any event of default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

(a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or liens under this Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the Authority as set forth in this Indenture and to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the owners of not less than **25%** in principal amount of Bonds Outstanding and if indemnified as provided in **Section 802(e)** of this Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the Bondowners.

(c) *Appointment of Receiver.* Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) *Suits to Protect the Trust Estate.* The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture and to protect its interests and

the interests of the Bondowners in the Trust Estate, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security under this Indenture or be prejudicial to the interests of the Bondowners or the Trustee, or to intervene (subject to the approval of a court of competent jurisdiction) on behalf of the Bondowners in any judicial proceeding to which the Authority or the City is a party and which in the judgment of the Trustee has a substantial bearing on the interests of the Bondowners.

(e) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust. Any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and subject to the provisions of **Section 707** hereof, be for the equal and ratable benefit of the owners of the Bonds in respect of which such judgment has been recovered.

(f) *Restoration of Positions.* If the Trustee or any Bondowner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondowner, then and in every case the Authority, the City, the Trustee and the Bondowners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the Bondowners shall continue as though no such proceeding had been instituted.

Section 704. Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Authority or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Authority for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondowners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Bondowner to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under **Section 804**.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bondowner any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any owner thereof, or to authorize the Trustee to vote in respect of the claim of any Bondowner in any such proceeding.

Section 705. Limitation on Suits by Bondowners. No owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless:

- (a) such owner has previously given written notice to the Trustee of a continuing event of default;
- (b) the owners of not less than **25%** in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such event of default in its own name as Trustee under this Indenture;
- (c) such owner or owners have offered to the Trustee indemnity as provided in **Sections 802(e), 802(k) and 804** of this Indenture against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for **60** days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (e) no direction inconsistent with such written request has been given to the Trustee during such **60**-day period by the owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other owners of Bonds, or to obtain or to seek to obtain priority or preference over any other owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all Outstanding Bonds.

Notwithstanding the foregoing or any other provision in this Indenture, however, the owner of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the respective stated maturities expressed in such Bond (or, in the case of redemption, on the redemption date) and nothing contained in this Indenture shall affect or impair the right of any owner to institute suit for the enforcement of any such payment.

Section 706. Control of Proceedings by Bondowners. The owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an event of default, provided indemnity has been provided to the Trustee in accordance with **Sections 802(e), 802(k) and 804:**

- (a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of this Indenture, or otherwise; and
- (b) to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture, provided that

- (1) such direction shall not be in conflict with any rule of law or this Indenture,
- (2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and
- (3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the owners not taking part in such direction.

Section 707. Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this Article (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

- (a) **First:** To the payment of all unpaid amounts due the Trustee under **Section 804** of this Indenture;
- (b) **Second:** To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due; and
- (c) **Third:** To the payment of the remainder, if any, to the Authority or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an interest 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 date 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, in accordance with **Section 204** hereof, and shall not be required to make payment to the owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 708. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Bondowners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 709. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee, or to the Bondowners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondowners, as the case may be.

Section 710. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Authority, on behalf of the owners of all the Bonds waive any past default hereunder and its consequences, except a default

- (a) in the payment of the principal of (or premium, if any) or interest on any Bond, or
- (b) in respect of a covenant or provision hereof which under **Article IX** cannot be modified or amended without the consent of the owner of each Outstanding Bond affected.

Upon any such waiver, such default shall cease to exist, and any event of default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other default or impair any right or remedy consequent thereon.

ARTICLE VIII

THE TRUSTEE

Section 801. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

- (a) Except during the continuance of an event of default,
 - (1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and
 - (2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.
- (b) If an event of default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, 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 its own affairs.
- (c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, **except** that
 - (1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) the Trustee shall not be liable for any error of judgment made in good faith by an authorized officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(4) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or conveying rights and duties or affording protection to the Trustee, whether in its capacity as Trustee, Paying Agent, bond registrar or any other capacity, shall be subject to the provisions of this **Article VIII**.

Section 802. Certain Rights of Trustee. Except as otherwise provided in **Section 801** of this Indenture:

(a) The Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) The Trustee shall be entitled to rely upon an Officer's Certificate as to the sufficiency of any request or direction of the City mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been adopted by the governing body of the City has been duly adopted, and is in full force and effect;

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate;

(d) The Trustee may consult with counsel, and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon;

(e) Notwithstanding anything in this Indenture to the contrary, the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture whether at the request or direction of any of the Bondowners pursuant to this Indenture or otherwise, unless such Bondowners or other party shall have offered to the Trustee reasonable security or indemnity against the fees, advances, costs, expenses and liabilities (except as may result from the Trustee's own negligence or willful misconduct), including, without limitation, such fees, advances, costs,

expenses and liabilities associated with environmental contamination and the clean-up thereof, which might be incurred by it in connection with such rights or powers;

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Authority, personally or by agent or attorney;

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations to the value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Authority or the City of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Authority or the City under any provision of this Indenture;

(h) The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Authority and the City with the same rights it would have if it were not Trustee;

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder except as to investments authorized and directed pursuant to **Section 502** of this Indenture;

(j) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

(k) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all reasonable costs and expenses to which it may be put and to protect it against all liability which it may incur in or by reason of such action;

(l) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or its willful misconduct; and

(m) The Trustee shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect to the premises.

Section 803. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Authority to cause to be made any of the payments to the Trustee required to be made by **Article IV** of this Indenture, unless the Trustee shall be specifically notified in writing of such default by the Authority, the City or the owners of at least **10%** in

principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within **30** days after the Trustee has received notice of any event of default or the occurrence of any event of default hereunder of which the Trustee is deemed to have notice the Trustee shall give written notice of such event of default by mail to the Authority, the City and all owners of Bonds as shown on the bond register maintained by the Trustee, unless such event of default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond, 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 the Bondowners. For the purpose of this Section, the term “**default**” means any event which is, or after notice or lapse of time or both would become, an event of default as defined in **Section 801**.

Section 804. Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement, as follows:

(a) from time to time for reasonable compensation for all ordinary services rendered by it hereunder and extra reasonable compensation for any extraordinary services rendered (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(b) except as otherwise expressly provided herein, upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee’s negligence or bad faith; and

(c) indemnification for any loss, liability or expense incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of this trust, including the fees, costs and expenses of its agents and counsel in defending itself against any action, suit, demand, judgment, claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

As contemplated under the Financing Agreement, all such payments and reimbursements shall be made by the City with interest at the rate of interest per annum equal to the Prime Rate plus **2%**.

The Trustee shall promptly notify the City in writing of any claim or action brought against the Trustee in respect of which indemnity may be sought against the City, setting forth the particulars of such claim or action, and the City will assume the defense thereof, including the employment of counsel satisfactory to the Trustee and the payment of all expenses. The Trustee may employ separate counsel in any such action and participate in the defense thereof, and the reasonable fees and expenses of such counsel shall not be payable by the City unless such employment has been specifically authorized by the City, or the City fails, in the judgment of the Trustee, to employ competent counsel, and such counsel fails to actively defend such action and protect the interests of the Trustee or Bondowners.

Pursuant to the provisions of the Financing Agreement, the City has agreed to pay to the Trustee all reasonable fees, charges, advances and expenses, including, without limitation, its agents and counsel, of the Trustee, and the Trustee agrees to look only to the City for the payment of all reasonable fees, charges, advances and expenses of the Trustee and any Paying Agent as provided in the Financing Agreement. The Trustee agrees that the Authority shall have no liability for any fees, charges and expenses of the Trustee.

As security for the payment of such compensation, expenses, reimbursements and indemnity under this Section, the Trustee shall be secured under this Indenture by a first lien prior to the Bonds, and shall have the right to use and apply any trust moneys held by it under **Article IV** hereof.

Section 805. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder which shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, and having a combined capital and surplus of at least **\$25,000,000**. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect specified in this Article.

Section 806. Resignation and Removal of Trustee.

(a) The Trustee may resign at any time by giving written notice thereof to the Authority, the City and each owner of Bonds Outstanding as shown by the list of Bondowners required by this Indenture to be kept at the office of the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within **30** days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(b) If the Trustee has actual knowledge that it has or shall acquire any conflicting interest, it shall, within **90** days after ascertaining that it has a conflicting interest, or within **30** days after receiving written notice from the Authority or the City (so long as the City is not in default under the Financing Agreement) that it has a conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect specified in subsection (a).

(c) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Authority and the Trustee signed by the owners of a majority in principal amount of the Outstanding Bonds, or, so long as the City is not in default and no condition that with the giving of notice or passage of time, or both, would constitute a default by the City under the Financing Agreement. The Authority, the City or any Bondowner may at any time petition any court of competent jurisdiction for the removal for cause of the Trustee.

(d) If at any time:

(1) the Trustee shall fail to comply with subsection (b) after written request therefor by the Authority or the City, or

(2) the Trustee shall cease to be eligible under **Section 805** and shall fail to resign after written request therefor by the Authority or by any Bondowner, or

(3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (A) the Authority may remove the Trustee, or (B) the City or any Bondowner may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) The Trustee shall give notice at the expense of the City of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Authority, the City and the registered owners of Bonds as their names and addresses appear in the bond register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

(f) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article shall become effective until the acceptance of appointment by the successor Trustee under **Section 808**.

Section 807. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the Authority, with the written consent of the City if no event of default under the Financing Agreement has occurred and is continuing (which consent shall not be unreasonably withheld), or the owners of a majority in principal amount of Bonds Outstanding (if an event of default hereunder or under the Financing Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered to the Authority and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Authority or the Bondowners. If, within **30** days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, any Bondowner may petition any court of competent jurisdiction for the appointment of a successor Trustee, until a successor shall have been appointed as above provided. The successor so appointed by such court shall immediately and without further act be superseded by any successor appointed as above provided. Every such successor Trustee appointed pursuant to the provisions of this Section shall be a bank or trust company in good standing under the law of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article.

Section 808. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority and to the retiring Trustee an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee and the duties and obligations of the retiring Trustee shall cease and terminate; but, on request of the Authority or the successor Trustee, such retiring Trustee shall, upon payment of its charges, fees, costs and expenses, including its agents and counsel, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in **Section 804**. Upon request of any such successor Trustee, the Authority shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

Section 809. Merger, Consolidation and Succession to Business. Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation or association shall be otherwise qualified and eligible under this Article, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 810. Co-Trustees and Separate Trustees. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Trust Estate may at the time be located, or in the enforcement of any default or the exercise any of the powers, rights or remedies herein granted to the Trustee, or any other action which may be desirable or necessary in connection therewith, the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the owners of at least **25%** in principal amount of the Bonds Outstanding, the Authority shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee either to act as co-trustee, jointly with the Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such person or persons in the capacity aforesaid, any property, title, protection, immunity, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Authority does not join in such appointment within **15** days after the receipt by it of a request so to do, or in case an event of default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the Authority be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Authority.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

(a) The Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee;

(b) The rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee;

(c) The Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Authority evidenced by a resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, in case an event of default has occurred and is continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Authority. Upon the written request of the Trustee, the Authority shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(d) No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other such trustee hereunder; and

(e) Any request, demand, authorization, direction, notice, consent, waiver or other act of Bondowners delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Section 811. Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect to the Bonds. The Authority may, in its discretion, cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, premium, if any, and interest on the Bonds of any series, or at the principal corporate trust office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed by the Authority in connection with the appointment of any successor Trustee.

Section 812. Advances by Trustee. If the City shall fail to make any payment or perform any of its covenants in the Financing Agreement, the Trustee may, at any time and from time to time, use and apply any moneys held by it under this Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the City. All moneys so used or advanced by the Trustee, together with interest at the Prime Rate plus 2% per annum, shall be repaid by the City upon demand and such advances shall be secured under this Indenture prior to the Bonds. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it under this Indenture but no such use of moneys or advance shall relieve the City from any default under the Financing Agreement.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 901. Supplemental Indentures without Consent of Bondowners. Without the consent of the owners of any Bonds, the Authority and the Trustee may from time to time enter into one or more Supplemental Indentures for any of the following purposes:

(a) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to authorize the issuance of any series of Additional Bonds and make such other provisions as provided in **Section 203**; or

(d) to evidence the appointment of a separate trustee or the succession of a new trustee under this Indenture; or

(e) to add to the covenants of the Authority or to the rights, powers and remedies of the Trustee for the benefit of the owners of all Bonds or to surrender any right or power herein conferred upon the Authority; or

(f) to cure any ambiguity, to correct or supplement any provision in this Indenture which may be inconsistent with any other provision herein or to make any other change, with respect to matters or questions arising under this Indenture, which shall not be inconsistent with the provisions of this Indenture, provided such action shall not materially adversely affect the interests of the owners of the Bonds; or

(g) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States.

Section 902. Supplemental Indentures with Consent of Bondowners. With the consent of the owners of not less than a majority in principal amount of the Bonds then Outstanding affected by such Supplemental Indenture, the Authority and the Trustee may enter into one or more Supplemental Indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the owners of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the owner of each Outstanding Bond affected thereby,

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where (except as may be required in connection with the appointment of a successor Trustee), or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose owners is required for any such Supplemental Indenture, or the consent of whose owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences; or

(c) modify the obligation of the Authority to make payment on or provide funds for the payment of any Bond; or

(d) modify any of the provisions of this Section or **Section 710**, except to increase any percentage provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the owner of each Bond affected thereby; or

(e) permit the creation of any lien ranking prior to or, except with respect to any Additional Bonds, on a parity with the lien of this Indenture with respect to any of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive the owner of any Bond of the security afforded by the lien of this Indenture.

The Trustee may in its discretion determine (which determination may be based upon the advice or opinion of counsel) whether or not any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the owners of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the required percentage of owners of Bonds under this Section to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such act shall approve the substance thereof.

Section 903. Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and, subject to **Article VIII**, shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized and permitted by and in compliance with the terms of this Indenture and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Bonds. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 904. Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 905. Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Authority shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Authority, to any such Supplemental Indenture may be prepared and executed by the Authority and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

Section 906. City Consent to Supplemental Indentures. So long as the City is not in default under the Financing Agreement, a Supplemental Indenture under this Article which affects any rights of the City will not become effective unless and until the City consents in writing to the execution and delivery of such Supplemental Indenture; provided that receipt by the Trustee of a Supplemental Financing Agreement executed by the City in connection with the issuance of Additional Bonds shall be deemed to be the consent of the City to the execution of the related Supplemental Indenture.

ARTICLE X

SATISFACTION AND DISCHARGE

Section 1001. Payment, Discharge and Defeasance of Bonds. Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any lien, benefit or security of this Indenture if the Authority shall pay or provide for the payment of such Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;
- (b) by delivering such Bonds to the Trustee for cancellation; or
- (c) by depositing in trust with the Trustee or other Paying Agent moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided that, if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) above, subject to receipt by the Trustee of (1) a verification report prepared by independent certified public accountants, or other verification agent and (2) an Opinion of Bond Counsel addressed and delivered to the Trustee and the Authority to the effect that the payment of the principal of and redemption premium, if any, and interest on all of the Bonds then Outstanding and any and all other amounts required to be paid under the provisions of this Indenture has been provided for in the manner set forth in this Indenture and to the effect that so providing for the payment of any Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture.

The foregoing notwithstanding, the liability of the Authority in respect of such Bonds shall continue, but the owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section shall not be a part of the Trust Estate but shall constitute a separate trust fund for the benefit of the Persons entitled thereto. Such moneys and Defeasance Obligations shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such moneys and Defeasance Obligations have been deposited with the Trustee.

Section 1002. Satisfaction and Discharge of Indenture. This Indenture and the lien, rights and interests created by this Indenture shall cease, determine and become null and void (except as to any surviving rights pursuant to **Section 1003** hereof) if the following conditions are met:

(a) the principal of, premium, if any, and interest on all Bonds has been paid or is deemed to be paid and discharged by meeting the conditions of **Section 1001**;

(b) all other sums payable under this Indenture with respect to the Bonds are paid or provision satisfactory to the Trustee is made for such payment;

(c) the Trustee receives an Opinion of Bond Counsel (which may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that so providing for the payment of any Bonds will not cause the interest on the Bonds to be included in gross income for federal income tax purposes, notwithstanding the satisfaction and discharge of this Indenture;

(d) the Trustee receives an Opinion of Counsel to the effect that all conditions precedent in this Section to the satisfaction and discharge of this Indenture have been complied with; and

(e) if such Bonds are to be redeemed or final payment is to occur on a date which is more than **90** days from the date of the deposit under this Section, the Authority and the City shall have received (1) the report of a verification agent acceptable to and addressed to each of them, confirming the mathematical accuracy of the calculations used to determine the sufficiency of the moneys or Defeasance Obligations; and (2) the escrow deposit agreement

Thereupon, the Trustee shall execute and deliver to the Authority a termination statement and such instruments of satisfaction and discharge of this Indenture as may be necessary at the written request of the Authority, and shall pay, assign, transfer and deliver to the Authority, or other Persons entitled thereto, all moneys, securities and other property then held by it under this Indenture as a part of the Trust Estate, other than moneys or Defeasance Obligations held in trust by the Trustee as herein provided for the payment of the principal of, premium, if any, and interest on the Bonds.

Section 1003. Rights Retained After Discharge. Notwithstanding the satisfaction and discharge of this Indenture, the rights of the Trustee under **Section 804** shall survive, and the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein. Nevertheless, any moneys held by the Trustee or any Paying Agent for the payment of the principal of, redemption premium, if any, or interest on any Bond remaining unclaimed for four years after the principal of all Bonds has become due and payable, whether at maturity or upon proceedings for redemption or by declaration as provided herein, shall then be paid to the City without liability for interest thereon, and the owners of any Bonds not theretofore presented for payment shall thereafter be entitled to look only to the City for payment thereof and all liability of the Trustee or any Paying Agent or the Authority with respect to such moneys shall thereupon cease.

ARTICLE XI

NOTICES, CONSENTS AND OTHER ACTS

Section 1101. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following Persons upon receipt by such Person, if the same shall be delivered in person or duly mailed by registered or certified mail, postage prepaid, return receipt requested, at the following addresses:

(a) To the Authority at:

The Industrial Development Authority of the City of Riverside, Missouri
c/o City of Riverside, Missouri
2950 NW Vivion Road
Riverside, Missouri 64150
Attention: President

(b) To the Trustee at:

UMB Bank, N.A., as Trustee
1010 Grand Boulevard, 4th Floor
Kansas City, Missouri 64106
Attention: Corporate Trust Department

(c) To the City at:

City of Riverside, Missouri
City Hall
2950 NW Vivion Road
Riverside, Missouri 64150
Attention: Director of Finance

(d) To the Original Purchaser:

Stifel Nicolaus & Company, Incorporated
501 N. Broadway
St. Louis, Missouri 63102
Attention: Public Finance Department

A copy of the form of any notice from the Trustee to the Bondowners shall be given by the Trustee to the Authority and the City.

If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient notice.

Notice to Bondowners shall be given by first class mail at the address of the Bondowners as shown on the bond register maintained by the Trustee, and neither the failure to receive such notice, nor any defect in any notice so mailed, shall affect the sufficiency of such notice. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondowners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1102. Acts of Bondowners. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Indenture to be given or taken by Bondowners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such Bondowners in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Authority and the City. Proof of execution of

any such instrument or of a writing appointing any such agent, or of the ownership of Bonds other than the assignment of the ownership of a Bond, shall be sufficient for any purpose of this Indenture and conclusive in favor of the Authority and the Trustee, if made in the following manner:

(a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(b) The fact and date of execution of any such instrument or writing and the authority of any Person executing the same may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

(c) The ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the bond register maintained by the Trustee.

In determining whether the owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds registered on the bond register in the name of the Authority or the City shall be disregarded and deemed not to be Outstanding, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Authority or the City has identified in writing to the Trustee as being owned by the Authority or the City or an affiliate thereof shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the owner of any Bond shall bind every future owner of the same Bond and the owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1103. Form and Contents of Documents Delivered to Trustee. Whenever several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Authority stating that the information with respect to such factual matters is in the possession of the Authority, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Whenever any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Wherever in this Indenture, in connection with any application or certificate or report to the Trustee, it is provided that the Authority shall deliver any document as a condition of the granting of such application, or as evidence of the Authority's compliance with any term hereof, it is intended that the Trustee may rely upon the truth and accuracy of the facts and opinions stated in such document.

Section 1104. Compliance Certificates and Opinions. Upon any application or request by the Authority to the Trustee to take any action under any provision of this Indenture, the Authority shall furnish to the Trustee an Officers' Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of counsel rendering such opinion all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

- (a) a statement that each individual signing such certificate or opinion has read such condition or covenant and the definitions herein relating thereto;
- (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (c) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and
- (d) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

The Trustee may rely upon any such Officer's Certificate or Opinion of Counsel furnished to the Trustee.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Assurances. The Authority shall do, execute, acknowledge and deliver such Supplemental Indentures and such further acts, instruments, financing statements and assurances as the Trustee may reasonably require for accomplishing the purposes of this Indenture.

Section 1202. Immunity of Officers, Directors, Employees and Members of Authority. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in this Indenture against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, either directly or through the Authority or any successor

public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of Bonds.

Section 1203. Limitation on Authority Obligations. Any other term or provision in this Indenture or in any other Transaction Documents or elsewhere to the contrary notwithstanding:

(a) Any and all obligations (including without limitation, fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Authority or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture or any of the other Transaction Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation, or any other or additional legal theory or theories whatsoever (collectively the **“Obligations”**), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

(1) Bond proceeds and investments therefrom; and

(2) Payments derived from the Bonds, this Indenture (including the Trust Estate to the extent provided in this Indenture), the Financing Agreement (except for the fees and expenses of the Authority and the Authority’s right to indemnification under the Financing Agreement under certain circumstances and as otherwise expressly set forth therein);

(the above provisions (1) and (2) being collectively referred to as the **“exclusive sources of the Obligations”**).

(b) The Obligations shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision thereof, but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon the State of Missouri or any political subdivision thereof or any charge upon their general credit or taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Authority, or any successor or assign of any such person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Indenture be construed as:

(1) depriving the Authority of any right or privilege; or

(2) requiring the Authority or any member, officer, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate or result in the Authority’s being in violation of the Act or any other applicable state or federal law.

Section 1204. Benefit of Indenture. This Indenture shall inure to the benefit of and shall be binding upon the Authority and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Indenture, nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder, any separate trustee or co-trustee appointed under **Section 810** and the owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1205. No Pecuniary Liability. All covenants, obligations and agreements of the City herein shall be effective to the extent authorized and permitted by law. No such covenant, obligation or agreement herein shall be deemed to be a covenant, obligation or agreement of any present or future councilmember, commissioner, director, officer, agent or employee of the City other than in their official capacity.

Section 1206. Severability. If any provision in this Indenture or in the Bonds 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 1207. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1208. Governing Law. This Indenture shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 1209. Electronic Transactions. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Bond Trust Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, by their duly authorized officers, all as of the day and year first above written.

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF
RIVERSIDE, MISSOURI**

[SEAL]

ATTEST:

By: _____
_____, President

By: _____
_____, Secretary

UMB BANK, N.A., as Trustee

[SEAL]

ATTEST:

By: _____
Name:
Title:

By: _____
Name:
Title:

**EXHIBIT A
TO BOND TRUST INDENTURE
(FORM OF SERIES 2017 BONDS)**

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION (“DTC”), TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF MISSOURI**

**Registered
No. R-___**

**Registered
\$_____**

**THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF RIVERSIDE, MISSOURI**

**INDUSTRIAL DEVELOPMENT REFUNDING REVENUE BOND
(RIVERSIDE HORIZONS INFRASTRUCTURE PROJECT –
CITY OF RIVERSIDE, MISSOURI)
SERIES 2017**

**Interest Rate
___%**

Maturity Date

**Dated Date
May __, 2017**

CUSIP

Registered Owner: CEDE & CO. Taxpayer I.D. No. 13-2555119

Principal Amount: _____ DOLLARS

THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI, a body politic and corporate and a public instrumentality (the “Authority”), for value received, promises to pay, but solely from the sources herein specified to the registered owner named above, or registered assigns, the principal amount stated above on the maturity date stated above, except as the provisions herein set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on said principal amount at the interest rate per annum stated above (computed on the basis of a **360**-day year of twelve **30**-day months) from the date of Bonds stated above or from the

most recent interest payment date to which interest has been paid or duly provided for, payable semi-annually on each May 1 and November 1, beginning on November 1, 2016, until said principal amount is paid.

Method and Place of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of American which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the registered owner at the maturity or redemption date upon presentation and surrender of this Bond at the principal corporate trust office of **UMB BANK, N.A.**, in the City of Kansas City, Missouri (the “Trustee”). The interest payable on this Bond on any interest payment date shall be paid by the Trustee to the registered owner of this Bond appearing on the bond register maintained by the Trustee at the close of business on the Record Date for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such interest payment date and shall be paid by (1) check or draft of the Trustee mailed to such registered owner at his address as it appears on such bond register or at such other address furnished in writing by such registered owner to the Trustee, or (2) at the written request addressed to the Trustee by any registered owner of Bonds in the aggregate principal amount of at least **\$1,000,000**, by electronic transfer to the bank for credit to the ABA routing number and account number filed with the Trustee no later than **15** days preceding the Record Date. Any such written notice for electronic transfer shall be signed by such owner and shall include the name of the bank, its address, its ABA routing number and the name, number and contact name related to such owner’s account at such bank to which the payment is to be credited.

Limited Obligations. The Bonds and the interest thereon are special, limited obligations of the Authority payable solely out of Financing Payments (as defined in the Indenture) derived by the Authority under the Financing Agreement and are secured by a pledge and assignment of such Financing Payments and other funds as provided in the Indenture. The Bonds shall not be deemed to constitute a debt or liability of the State of Missouri or of any political subdivision thereof within the meaning of any state constitutional provision or statutory limitation and shall not constitute a pledge of the full faith and credit of the State of Missouri or of any political subdivision thereof, but shall be payable solely from the funds provided for in the Financing Agreement and the Indenture. The issuance of the Bonds shall not directly or indirectly obligate the State of Missouri, any political subdivision thereof, the Authority or its officers, directors or employees to provide any funds for the payment of such Bonds. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State of Missouri or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. The State of Missouri shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State of Missouri or any charge upon its general credit or its taxing power. The Authority has no power to tax.

Authorization of Bonds. This Bond is one of a duly authorized series of bonds of the Authority designated “Industrial Development Revenue Refunding Bonds (Riverside Horizons Infrastructure Project), Series 2017,” in the aggregate principal amount of \$18,925,000 (the “Bonds”), issued pursuant to the authority of and in full compliance with the Constitution and statutes of the State of Missouri, including particularly Chapter 349, as amended, and pursuant to proceedings duly had by the Authority. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Bond Trust Indenture dated as of November 1, 2017 (said Bond Trust Indenture, as amended and supplemented from time to time in accordance with the provisions thereof, herein called the “Indenture”), between the Authority and the Trustee, for the purpose of making funds available to the City of Riverside, Missouri (the “City”) to provide funds for the purposes described in the Indenture. The funds will be made available pursuant to a Financing Agreement dated as of November 1, 2017 (said Financing Agreement, as amended and

supplemented from time to time in accordance with the provisions thereof, herein called the “Financing Agreement”), between the Authority and the City. Under the Indenture, the Authority has pledged and assigned certain of its rights under the Financing Agreement, including the right to receive all Financing Payments thereunder, to the Trustee as security for the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder, and the provisions, among others, with respect to the nature and extent of the security for the Bonds, and the rights, duties and obligations of the Authority, the Trustee and the registered owners of the Bonds, and a description of the terms upon which the Bonds are issued and secured, upon which provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds. Under the circumstances and upon satisfaction of the conditions set forth in the Indenture, additional bonds, on a parity with the Bonds, may be issued.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as follows:

Optional Redemption. The Bonds maturing on or after May 1, 20__ are subject to redemption and payment prior to maturity, at the option of the Authority, which shall be exercised upon written direction from the City, on and after May 1, 20__, in whole or in part at any time at a redemption price equal to the principal amount thereof, plus accrued interest thereon to the redemption date.

[*Mandatory Sinking Fund Redemption.* The Bonds maturing on May 1, 20__, and May 1, 20__ are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Indenture on May 1 in each of the years specified in the Indenture, at a redemption price equal to **100%** of the principal amount thereof plus accrued interest thereon to the redemption date, without premium. Bonds to be so redeemed shall be selected by the Trustee in such equitable manner as it may determine.]

Notice of Redemption. Notice of redemption, unless waived, is to be given by the Trustee by mailing an official redemption notice by registered, certified or first class mail at least **30** days and not more than **60** days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the bond register maintained by the Trustee. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Indenture. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody or in the custody of the Trustee as the Securities Depository’s “FAST” agent. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds 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 Authority and the Trustee will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the

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

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, THIS GLOBAL BOND 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. This Bond may be transferred or exchanged, as provided in the Indenture, only upon the bond register maintained by the Trustee at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new Bond or Bonds of the same maturity and in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority, the Trustee and any Paying Agent may deem and treat the person in whose name this Bond is registered on the bond register maintained by the Trustee as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issuable in the form of fully registered Bonds without coupons in the denominations of **\$5,000** or any integral multiple thereof.

Limitation on Rights. The registered owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Bonds or the Indenture may be modified, amended or supplemented only to the extent and in the circumstances permitted by the Indenture.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI has caused this Bond to be executed in its name by the manual or facsimile signature of its President or Vice President and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary and its corporate seal to be affixed or imprinted hereon, all as of the Dated Date specified above.

CERTIFICATE OF AUTHENTICATION

**THE INDUSTRIAL DEVELOPMENT
AUTHORITY OF THE CITY OF
RIVERSIDE, MISSOURI**

This Bond is one of the Bonds described in the within mentioned Indenture.

Date of Authentication:

By: _____
President

UMB BANK, N.A.,
Trustee

[SEAL]

ATTEST:

By: _____
Authorized Signature

By: _____
Secretary

ASSIGNMENT

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

(Please Print or Typewrite Name, Address and Social Security
Number or Taxpayer Identification Number of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

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

By: _____

Title: _____

LEGAL OPINION

The following is a true and correct copy of the legal opinion of Gilmore & Bell, P.C., Kansas City, Missouri, on the within Bond and the series of which said Bond is a part, which opinion was manually executed and was dated and issued as of the date of delivery of and payment for such Bonds.

GILMORE & BELL, P.C.
2405 Grand Boulevard, Suite 1100
Kansas City, Missouri 64108

(Opinion of Bond Counsel)

**EXHIBIT B
TO BOND TRUST INDENTURE**

Request No: _____
Date: _____

DISBURSEMENT REQUEST

(§ 402 - COSTS OF ISSUANCE FUND)
(Series 2017 Costs of Issuance Account)

To: UMB Bank, N.A., as Trustee
Corporate Trust Department
Kansas City, Missouri

Re: The Industrial Development Authority of the City of Riverside, Missouri,
Industrial Development Revenue Refunding Bonds (Riverside Horizons
Infrastructure Project), Series 2017

You are hereby requested and directed as Trustee under the Bond Trust Indenture dated as of November 1, 2017 (the "Indenture"), between The Industrial Development Authority of the City of Riverside, Missouri and you, as Trustee, to pay from moneys in the Costs of Issuance Fund, pursuant to **Section 402** of the Indenture, to the following payees the following amounts for the following Costs of Issuance (as defined in the Indenture):

<u>Payee</u>	<u>Amount</u>	<u>Description of Costs of Issuance</u>
--------------	---------------	---

[[See attached schedule]]

The undersigned City Representative hereby states and certifies that each item listed above is a proper Cost of Issuance (as defined in the Indenture) that was incurred in connection with the issuance of the above-referenced Bonds, and the amount of this request is justly due and owing and has not been the subject of another requisition which was paid.

CITY OF RIVERSIDE, MISSOURI

By: _____
City Representative



**2950 NW Vivion Road
Riverside, Missouri 64150**

AGENDA DATE: September 05, 2017
TO: Mayor and Board of Aldermen
FROM: City Attorney
RE: Levee District Annual Meeting

BACKGROUND: The Riverside-Quindaro Bend Levee District of Platte County, Missouri (“Levee District”) is operated by a five member Board of Supervisors who serve five-year staggered terms (meaning one Supervisor is elected each year to serve a five-year term). In accordance with Chapter 245 of the Revised Statutes of Missouri, the Board of Supervisors of the Levee District is required to call a meeting of the owners of land within the boundaries of the District during the month of October for the purpose of electing a Supervisor to replace the Supervisor whose term is expiring that year.

As a landowner, the City has a right to vote at the annual meeting; however, it is necessary to designate an official representative to exercise the City’s voting rights. Consistent with past practice, a Resolution is on the Board of Aldermen agenda to designate City Administrator Gregory P. Mills to serve as the City’s voting proxy.

RESOLUTION NO. R-2017-069

A RESOLUTION GRANTING AND APPROVING THE EXECUTION OF A PROXY FOR THE ANNUAL MEETING OF LANDOWNERS OF RIVERSIDE-QUINDARO BEND LEVEE DISTRICT; DIRECTING THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF RIVERSIDE, MISSOURI TO EXECUTE A PROXY RELATED THERETO, AND AUTHORIZING SUCH OTHER RELATED DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Riverside, Missouri owns real property located within the Riverside-Quindaro Bend Levee District of Platte County, Missouri (“Levee District”); and

WHEREAS, the Levee District holds an annual meeting each year at which landowners are entitled to vote to elect Supervisors; and

WHEREAS, the City desires to grant a proxy for its voting rights at the 2017 annual meeting;

WHEREAS, The Industrial Development Authority of the City of Riverside, Missouri (the “Authority”), at the request of the City, issued its Industrial Development Revenue Bonds (Riverside Horizons Infrastructure Project – City of Riverside, Missouri), Series 2007 in the principal amount of \$40,265,000 (the “Bonds”) and the City transferred certain property to the Authority in connection therewith (the “Mortgaged Property”); and

WHEREAS, the City desires to provide direction to the Authority with respect to granting a proxy for the voting rights associated with the Mortgaged Property at the 2017 annual meeting;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

THAT City Administrator Gregory P. Mills is hereby designated and shall act as the City of Riverside Proxy for the 2017 Levee District annual meeting of the landowners;

FURTHER THAT the Proxy for Annual Meeting of Landowners of Riverside-Quindaro Bend Levee District of Platte County, Missouri, in substantially the form attached, is approved and authorized, and the Mayor and City Clerk are authorized and directed to execute such Proxy;

FURTHER THAT with respect to the Mortgaged Property, the Authority is hereby directed to grant a proxy, in a form similar to the proxy attached hereto, to City of Riverside City Administrator Gregory P. Mills to act for the Authority at the 2017 Levee District annual meeting of the landowners;

FURTHER THAT the officers and agents of the City are hereby authorized to execute and deliver such documents and perform all actions necessary or desirable to effectuate the intent of this Resolution and Interim City Administrator Gregory P. Mills shall have full power of substitution under such proxy.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the _____ day of _____, 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk

**PROXY FOR ANNUAL MEETING OF LANDOWNERS
OF RIVERSIDE-QUINDARO BEND LEVEE DISTRICT
OF PLATTE COUNTY, MISSOURI**

KNOW ALL MEN BY THESE PRESENTS THAT the City of Riverside, Missouri (the "City") being an owner of real estate and other property, situate in the Riverside-Quindaro Bend Levee District of Platte County, Missouri (the "Levee District"), being entitled to votes at the annual meeting of landowners of the Levee District to be held on October 18TH, 2017 at 12:00 pm, in Riverside, Missouri does hereby constitute and appoint City Administrator Gregory P. Mills with full power of substitution, the proxy of the City to represent and vote all votes to which the City is entitled at such meeting on the election of one or more supervisor(s) to the Board of Supervisors of the Levee District and any other business as may properly come before said annual meeting or any adjournment thereof and the City hereby revokes any authorization to vote at said meeting heretofore given by the City to anyone.

IN WITNESS WHEREOF, the City, by and through its authorized official, has executed this Proxy this _____ day of _____, 2017.

THE CITY OF RIVERSIDE, MISSOURI

By: _____
Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

RESOLUTION NO. R-2017-070

A RESOLUTION APPROVING AN AGREEMENT WITH STRATEGIC GOVERNMENT RESOURCES, INC.

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

THAT the Board of Aldermen (“Board”) approves the Letter of Understanding, in substantially the form attached hereto, with Strategic Government Resources, Inc., and authorizes the Mayor to execute the Letter of Understanding on behalf of the City; and

FURTHER THAT the Mayor, the City Administrator, City Clerk, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of _____ 2017.

Kathleen L. Rose, Mayor

ATTEST:

Robin Kincaid, City Clerk



August 18, 2017

Mr. Greg Mills
City Administrator
City of Riverside, Missouri
gmills@riversidemo.com

Dear Mr. Mills,

This letter of understanding has been submitted to articulate and define the terms and conditions under which Strategic Government Resources, Inc. (SGR) will assist the City of Riverside in your search for a City Administrator.

The terms and conditions are as follows.

Strategic Government Resources, Inc. shall provide all services for recruitment as described in the formal proposal submitted and described in abbreviated form as follows:

- Develop a position profile and recruitment brochure for the position.
- Place ads in appropriate professional publications, as approved.
- Contact key opinion leaders nationwide seeking candidate recommendations.
- Identify high-probability prospects and follow up with those prospects.
- Receive, track, and maintain all inquiries and applications.
- Conduct a “triage” level review of all resumes and conduct initial phone/email conversations with candidates.
- Conduct pre-recorded online interviews with up to 12 semifinalist candidates.
- Conduct Stage 1 Media Searches on up to 12 semifinalist candidates.
- Provide periodic updates regarding the progress of the search, as frequently as desired.
- Assist Organization in developing a short list of up to 6 finalist candidates recommended for interviews, and present a verbal briefing on relevant issues related to each.
- Assist in preparation of recommended interview questions and of the interview process.
- Conduct comprehensive Stage 2 Media Searches on up to 6 finalist candidates.
- Conduct psychometric assessments on up to 6 finalist candidates.

- Conduct full character checks with standard references, as well as non-provided reference checks.
- Conduct comprehensive background investigation on up to 6 finalist candidates consisting of criminal, sex offender, civil, and credit check conducted by an outside investigative entity on a contract basis.

The Organization shall:

- Provide photos/graphics and information necessary to develop position profile brochure.
- Provide reproduction of hard copy brochure production, if desired.
- Provide any direct mailings desired by the Organization.
- Provide legal opinions to SGR regarding when and if any information must be released in accordance with Public Information requests.
- Reimburse finalists for travel-related expenses to interview.

SGR shall be compensated by the Organization as detailed below:

- Pricing
 - Professional Services = \$18,500
 - Expenses Not-to-Exceed = \$8,500
 - **Not-to-Exceed Maximum Price = \$27,000*** (*Plus any optional services as described below, if desired.*)
- Expense Items (*included in not-to-exceed price above*) - SGR considers incidentals to be covered by the professional services fee, and we do not bill the client for any expenses except for those explicitly detailed herein. The expense items included in the not-to-exceed amount are as follows.
 - Professional production of a high-quality brochure. This brochure (typically four pages) is produced by SGR's graphic designer for a flat fee of \$1,500.
 - Ad placement in appropriate professional publications, including trade journals and websites, to announce the position is billed at actual cost. Newspaper ads are not included in the not-to-exceed expenses.
 - Printing of documents and materials are billed at 26 cents per page per copy, plus binders/binding. Shipping/mailing documents (to one location) is included in the not-to-exceed expenses above. Shipping is billed at actual cost. Flash drives are billed at \$10 each.
 - Online Interviews. There is a cost of \$200 for each recorded online interview (up to 12 semifinalist candidates included in not-to-exceed expenses above).

- Psychometric Assessments. There is a cost of \$150 per candidate for each psychometric analysis instrument (up to 6 finalist candidates included in not-to-exceed expenses above).
- Comprehensive Media Reports – Stage 2. There is a cost of \$350 per candidate (up to 6 finalist candidates included in not-to-exceed expenses above).
- Comprehensive Background Investigation Reports. There is a cost of \$300 per candidate for our comprehensive background screening reports prepared by our licensed private investigations provider (up to 6 finalist candidates included in not-to-exceed expenses above).
- Travel and related costs for the Recruiter are incurred for the benefit of the client. Meals are billed back at a per diem rate of \$10 for breakfast, \$15 for lunch, and \$25 for dinner. Mileage will be reimbursed at the current IRS rate. All other travel-related expenses are billed back at actual cost, with no markup for overhead.
- Up to four (4) visits/trips by the Recruiter to the Organization. Any additional visits/trips by the Recruiter will be billed over and above the not-to-exceed maximum price.
- Billing
 - Professional fees for the search are billed in three equal installments during the course of the search. The initial installment is billed after the Organizational Inquiry and Analysis is completed. The second installment is billed when semifinalists are selected. The final installment is billed at the conclusion of the search. Expense (reimbursable) items and supplemental services will be billed with each of the three installments, as appropriate.
- Optional/Supplemental Services (**not included in not-to-exceed maximum price above**)
 - Candidate Travel. Candidates are typically reimbursed directly by the Organization for travel expenses. If the Organization prefers a different arrangement for candidate travel, SGR will be glad to accommodate the Organization's wishes.
 - Site Visits to Communities of Finalist Candidates will be charged at a day rate of \$1,000 per day, plus travel expenses.
 - In the unexpected event the Organization shall request that unusual out of pocket expenses be incurred, said expenses will be reimbursed at the actual cost with no mark-up for overhead.
 - If the Organization desires any supplemental services not mentioned in this section, an estimate of the cost and hours to be committed will be provided at that time, and no work shall be done without approval. Supplemental services will be billed out at \$250 per hour.

Terms and Conditions:

- SGR guarantees that the Organization will be satisfied with the results of the recruitment process, or SGR will repeat the entire process at no additional professional fee until the Organization selects a candidate. Additionally, if the Organization selects a candidate (that SGR has fully vetted through our recruitment process) who resigns or is released within 18 months of their hire date, SGR will repeat the process at no additional professional fee to the Organization. If the Organization circumvents SGR's recruitment process and selects a candidate that did not participate in the full recruitment process, this service guarantee is null and void.
- The Organization reserves the right to terminate this agreement at any time upon giving SGR seven days advanced written notice. In such event SGR will be compensated for all work satisfactorily completed up to and through the date of termination. In addition, SGR shall provide to the Organization all information obtained during the search process through the date of termination.
- The Organization acknowledges that the nature of executive recruitment is such that SGR engages in discussions with prospects throughout the process who may or may not ultimately become a candidate, and that SGR is utilizing its proprietary network of relationships to identify and engage prospective candidates, and that premature release of such proprietary information, including names of prospective candidates who SGR may be having conversations with as part of the recruitment process, may be damaging to the prospects and to SGR. Accordingly, the Organization acknowledges and, to the extent provided by law, agrees that all information related to this search is proprietary, and remains the property of and under the exclusive control of, SGR, regardless of whether such information has been shared with the Organization or not, including all decisions regarding release of information, until such time that a finalist is named. At the time finalists are determined, all information related to the finalists shall become the property of the Organization and all decisions regarding public disclosure shall be determined by the Organization, except that psychometric assessments, questionnaires, and any information produced by SGR is proprietary and shall not become the property of the Organization or subject to disclosure.

Approved and Agreed to, this the _____ day of _____, 2017 by and between

Cindy Hanna, Managing Director of Finance
Strategic Government Resources

City of Riverside

Name: _____

Title: _____

**WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530, RSMo**

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared _____, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently the _____ of _____ (hereinafter “Contractor”), whose business address is _____, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the executive recruitment.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 2017.

Notary Public

RESOLUTION NO. R-2017-071

A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT'S PARTICIPATION IN THE FEDERAL SURPLUS PROPERTY DONATION PROGRAM THROUGH THE MISSOURI STATE AGENCY FOR SURPLUS PROPERTY

BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

THAT the Board of Aldermen approves the City's Fire Department's participation in the Federal Surplus Property Donation program through the Missouri State Agency for Surplus Property; and

FURTHER THAT the Mayor, the City Administrator, the Fire Chief, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Resolution and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

PASSED AND ADOPTED by the Board of Aldermen of the City of Riverside, Missouri, the ____ day of _____ 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

Missouri State Agency for Surplus Property About the Program...

Eligibility

The Federal Surplus Property Donation program enables certain nonfederal organizations to obtain property the Federal Government no longer needs. The Missouri State Agency for Surplus Property (MOSASP) obtains this surplus property from the Federal Government and donates it to eligible entities for a service charge. Eligible entities include:

- Public agencies (State Agencies, cities, counties, schools, fire protection district, ambulance districts, etc.)
- Not-for-profit educational and public health activities (these must be licensed or accredited by a recognized authority).
- Agencies that primarily serve the homeless.
- Agencies that provide assistance to the needy.
- Agencies that receive funds from the Older Americans Act.
- Certain Veterans organizations.

To become eligible, forms must be completed by the chief administrative officer or executive head of the agency and MOSASP must make an eligibility determination. Once an agency is approved to receive property, the agency is called a donee. At that point, authorized representatives can visit the MOSASP facility and select property needed by the donee. Property is received on a daily basis so the inventory changes on a daily bases.

Service Educational Activities

Services Educational Activities (SEAs) are eligible to receive Department of Defense (DOD) property. Although their eligibility is determined by DOD, they should contact MOSASP for requirements. Property obtained by the SEA can only be used in their eligible program, and must be put into use within one year of receipt and used for at least one year.

Small Business Administration Participants

Participants in the Small Business Administration's (SBA's) 8(a) Business Development Program may be eligible to receive surplus property. The SBA will be responsible for determining eligibility and enforcing compliance.

Want List

To request property that is needed but not currently available, donees can place their names and the need items on the want list. When the property is received, staff will call and notify the donee that it is available.

Return of Property

- If at any time during the period of restriction, the property is no longer suitable, usable, or further needed by the donee, the donee must return the property to MOSASP.
- If property cannot be used and is returned within 30 days from receipt, full credit will be given. If property is returned between 30 and 60 days from receipt, half credit will be given. After 60 days, no credit will be given.

Hours of Operation

The facility is open from 8:00 a.m. – 4:30 p.m., Monday through Friday.

Restrictions

The Federal government requires that MOSASP place restrictions on property transferred through the donation program. Title to the property does not pass to the donee until it has been used for the period of restriction. A summary of these restrictions is as follows:

- Property can only be used by the eligible donee.
- Property obtained must be put into use within one year of receipt and remain in use for at least one year.
- Passenger motor vehicles and items with an original acquisition cost of \$5,000 or more must be used for a minimum period of 18 months.
- Gas masks, body armor, aircraft, vessels, and foreign gifts have an additional period of restriction.
- Personal use, unauthorized sale, disposal, cannibalization or destruction of property during the restriction period is considered noncompliance.
- Property cannot be stored at a personal residence without the prior written approval of MOSASP.

Compliance

MOSASP is required to verify compliance with the regulations. This is done by mailing utilization report forms and by making random unannounced compliance visits. During the compliance visits, we ask to see the property in use.

State Surplus Property

In addition to the federal donation program, MOSASP operates the State surplus property program. This provides an opportunity for the same donees to obtain surplus property from the state agencies. State surplus property must be obtained for use by the eligible donees.

Fixed Price Vehicle Program

Under the fixed price program, MOSASP purchases vehicles from the Federal Government. These vehicles are then resold to eligible donees. The vehicles are typically lower mileage and later model year than those found through the donation program. These vehicles must be obtained for use by the eligible donee.

Location

Missouri State Agency for Surplus Property
2846 Highway 179
Jefferson City, MO 65102
Phone: (573) 751-3415
Toll Free: (888) 295-7796
Fax: (573) 751-1264
E-Mail: leeann.braun@oa.mo.gov

INSTRUCTIONS FOR COMPLETING ELIGIBILITY FORMS

Please complete all blanks requiring information. If you fail to do this, it will result in delays for establishing your eligibility. If you have questions or need assistance filling out the forms, do not hesitate to contact Brenda Kennedy at 573-751-3415 or 888-295-7796.

1. The Chief Administrative Office or executive head must sign all forms. (i.e., mayor, presiding commissioner, superintendent, chairman/president of the Board, director, etc.)
2. Only one of the above officials should sign the eligibility forms. (All Forms must be signed by the same individual.)
3. All signatures must be original, not stamped.
4. On the Application for Eligibility, if you are a Public Agency complete sections I & II **only** and sign. If you are a non-profit organization complete sections I & III **only** and sign.
5. A geographic location must be documented in the street address section on the Donee Authorization form. Many donee mailing addresses are either post office boxes or rural routes. If this applies to your activity, please show a highway, street, or give general directions to the facility/location where property obtained from our agency will be kept. This information is required to satisfy federal accountability and compliance regulations.
6. On the Donee Authorization form list the names of the people who are authorized to come in and sign for property for your agency.
7. If you are applying as a non-profit organization, a copy of the IRS tax-exempt ruling must accompany the application. The ruling must have the **correct** name and address of the applicant organization. If it does not, a name/and or address correction should be requested from the Internal Revenue Service, EP/EO Divisions, P.O. Box 192, Covington, KY 41012-0192 (Tel. #877-829-5500). A copy of this correspondence may be included with the application packet, since confirmation by the IRS generally may not be received for a long period of time.
8. If you are licensed, accredited, certified, or have received approval for your health or educational activity, please provide current copies of the documentation. We are required to keep this information current at all times.
9. A narrative description of services provided is required by Federal regulations. For the non-profit agencies, a more detailed description is necessary. Include brochures, pamphlets, etc. Political subdivisions, such as cities, may include a brief summary of services such as police department, sewer, water, street, etc.
10. Mail your completed paperwork to:
MO State Agency for Surplus Property
PO Drawer 1310
Jefferson City, MO 65102 or fax it to 573-751-1264



STATE OF MISSOURI
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY
 P.O. DRAWER 1310
 JEFFERSON CITY, MISSOURI 65102-1310
DONEE AUTHORIZATION

SASP OFFICE USE ONLY	
UPDATE	ACCOUNT NUMBER
NEW	CODE NUMBER
ADD/DELETE	EXPIRATION

NAME OF DONEE INSTITUTION City of Riverside MO		DATE 08/15/2017
DEPARTMENT (IF COLLEGE, UNIVERSITY, OR APPLICABLE) Fire Department		ADDRESS (STREET AND NUMBER) 2990 NW Vivion Road
MAILING ADDRESS 2990 NW Vivion Road	CITY Riverside	COUNTY Platte
ZIP CODE 64150	TELEPHONE NUMBER (INCLUDE EXTENSION) (816) 372-9200	FAX NUMBER (816) 372-9150
FISCAL YEAR END MONTH <u>June</u> DAY <u>30</u>	NUMBER OF EMPLOYEES (PAID AND VOLUNTEER) FULL TIME <u>16</u> PART TIME <u>15</u>	E-MAIL ADDRESS gfowlston@riversidemo.com
CHIEF ADMINISTRATIVE OFFICER OR EXECUTIVE HEAD Kathy Rose		TITLE Mayor
SEND INVOICES TO Gordon Fowlston		TITLE Fire Chief

NAME (PLEASE TYPE OR PRINT)	TITLE	PHONE EXTENSION (IF DIFFERENT FROM ABOVE)	EMAIL
Gordon A Fowlston	Fire Chief	816-372-9200	gfowlston@riversidemo.com
Jason Snarr	Assistant Fire Chief	816-372-9203	jsnarr@riversidemo.com
Keith Payne	Assistant Fire Chief	816-372-9211	kpayne@riversidemo.com

The above named individuals are authorized to act as representatives of our institution (until otherwise notified) in inspecting, selecting, signing and obligating necessary funds to pay service charges for property to be utilized by the institution. The donee assumes full responsibility for all property acquired by the representatives and agrees to terms and conditions applicable to property donated under the surplus property program and Civil Rights Act of 1964, as stated on reverse side of the Distribution Document.

AUTHORIZED BY	
SIGNATURE (CHIEF ADMINISTRATIVE OFFICER OR EXECUTIVE HEAD)	<input type="checkbox"/> APPOINTED OR HIRED
	<input checked="" type="checkbox"/> ELECTED – TERM EXPIRES <u>04</u> / <u>10</u> / 2018
	<input type="checkbox"/> HIRED BY CONTRACT – CONTRACT EXPIRES _____ / _____ / _____
TITLE	
Mayor	



TERMS AND CONDITIONS OF DISTRIBUTION DOCUMENT

You AGREE to the following when signing your name to a Distribution Document/Invoice:

- To use the surplus property only in the official program that you represent.
- To use the surplus property for its intended purpose
- To put the surplus property into use within one year and to use it for at least one year
- To use certain items for eighteen months (18) or longer**
- You will not sell the property, lend it, trade it, or tear it down for parts unless given prior permission
- You will not permanently remove the property for use outside the state
- You will not store property at a personal residence without prior written authorization
- To return property that is still under restriction but is no longer needed
- To pay the U.S. Government for the property if not used according to the terms and conditions specified on the distribution document.

In short, the surplus property must be used in an authorized program. Personal or non-use of surplus property is prohibited. Permission must be received before selling, trading or cannibalizing the property. Understand your obligations by reading the back of your Distribution Document/Invoice.

**Property that has an original acquisition cost of \$5,000 or more and passenger motor vehicles regardless of acquisition cost are items that would fall under this restriction. Utilization reports will be mailed to you for completion every six months until the use requirement is met. Any authorized representative can complete this form if they have the necessary information. If you need assistance with these reports, contact our agency at (573) 751-3415 or toll free at (888) 295-7796.

RETURN POLICY

Property returned within 30 days from acquisition = Full Credit

Property returned between 30-60 days from acquisition = Half Credit

No credit will be given for property returned after 60 days

I agree to abide by the terms and conditions on the back of the distribution document and realize that failure to do so could render my organization ineligible to receive property.

ORGANIZATION

City of Riverside Fire Department

SIGNATURE

DATE

PRINTED NAME

Kathy Rose



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY
NONDISCRIMINATION ASSURANCE

Assurance to be executed by authorized representative of donee activity prior to receiving donations of surplus personal property from the State Surplus Property Agency on and after October 17, 1977.

Assurance of Compliance with GSA Regulations under Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975 and the Civil Rights Restoration Act of 1987.

City of Riverside Fire Department

(DONEE ORGANIZATION)

_____, hereinafter called the "donee," hereby agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangement will the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2. or 101-8) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of Rehabilitation Act of 1973, as amended, Title XI of the Education Amendments of 1972, as amended and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, age or that no otherwise qualified handicapped person shall solely by reason fo the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal Assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provision of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

By signing below, I agree to the nondiscrimination assurance and certify that my representations are true and correct.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS MUST CHECK ONE BOX BELOW

- The Applicant Organization certifies, by submission of this application, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department agency.
- The Applicant Organization is unable to certify any of the statements in this certification and shall attach an explanation to this proposal.

SIGNATURE OF CHIEF ADMINISTRATIVE OFFICER/EXECUTIVE HEAD	TITLE Mayor	DATE
NAME OF APPLICANT ORGANIZATION City of Riverside Fire Department	ADDRESS 2990 NW Vivion Road	CITY, STATE, ZIP Riverside, MO 64150



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 MISSOURI STATE AGENCY FOR SURPLUS PROPERTY
APPLICATION FOR ELIGIBILITY

I.		
A. LEGAL NAME OF APPLICANT ORGANIZATION		
City of Riverside Fire Department		
B. ADDRESS (STREET AND/OR P.O. BOX NUMBER)		
2990 NW Vivion Road		
TELEPHONE		
(816) 372-9200		
C. HAS THE INSTITUTION BEEN APPROVED, ACCREDITED OR LICENSED? (ATTACH EVIDENCE)		
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, BY WHAT AUTHORITY?		
D. NARRATIVE DESCRIPTION OF PROGRAM OR SERVICES OFFERED		
(ATTACH)		
PUBLIC AGENCIES FILL OUT SECTION II AND SIGN. NON-PROFIT INSTITUTIONS FILL OUT SECTION III AND SIGN.		
II. PUBLIC TAX SUPPORTED AGENCY		
A. CHECK TYPE OF AGENCY		
<input type="checkbox"/> STATE GOVERNMENT	<input type="checkbox"/> HEALTH	<input type="checkbox"/> EDUCATION
<input checked="" type="checkbox"/> CITY GOVERNMENT	<input type="checkbox"/> COUNTY GOVERNMENT	<input type="checkbox"/> OTHER _____
III. NON-PROFIT INSTITUTION		
A. CHECK TYPE OF INSTITUTION		
<input type="checkbox"/> COLLEGE	<input type="checkbox"/> CHILD CARE CENTER	<input type="checkbox"/> HEALTH CENTER/CLINIC
<input type="checkbox"/> SECONDARY SCHOOL	<input type="checkbox"/> RADIO/TV STATION	<input type="checkbox"/> PROVIDER OF ASSISTANCE TO THE NEEDY
<input type="checkbox"/> ELEMENTARY SCHOOL	<input type="checkbox"/> LIBRARY	<input type="checkbox"/> PROVIDER OF ASSISTANCE TO THE HOMELESS
<input type="checkbox"/> SCHOOL FOR HANDICAPPED	<input type="checkbox"/> MUSEUM	<input type="checkbox"/> OLDER AMERICAN ACT FUNDING
<input type="checkbox"/> NURSING HOME	<input type="checkbox"/> HOSPITAL	<input type="checkbox"/> OTHER _____
B. HOW IS THE INSTITUTION FUNDED: (SHOW PERCENTAGES)		
1. TAX SUPPORTED (OTHER THAN BY GRANT) 0.00%	2. BY GRANT AND/OR CONTRIBUTIONS 0.00%	3. OTHER (SPECIFY) 0.00%
C. HAS THE INSTITUTION BEEN DETERMINED NON-PROFIT AND TAX-EXEMPT UNDER SECTION 501 OF THE U.S. INTERNAL REVENUE CODE?		
<input checked="" type="checkbox"/> YES (ATTACH IRS RULING LETTER) <input type="checkbox"/> NO		
D. ARTICLES OF INCORPORATION AND BYLAWS		
(ATTACH)		
CHIEF ADMINISTRATIVE OFFICER OR EXECUTIVE HEAD		
DATE	SIGNATURE	TITLE
		Mayor
FOR STATE USE ONLY		
<input type="checkbox"/> APPROVED		
<input type="checkbox"/> DISAPPROVED		
SIGNATURE OF MANAGER		DATE

**CERTIFICATIONS AND AGREEMENTS
(INCLUDING TERMS, CONDITIONS, RESERVATIONS, AND RESTRICTIONS)**

A. THE DONEE CERTIFIES THAT:

(1) It is a public agency or a nonprofit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and/or the regulations of the General Services Administration.

(2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or, if a nonprofit, tax-exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, including research for any such purpose, or for programs for older individuals. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior written approval of the State agency.

(3) Funds are available to pay all costs and charges incident to donation.

(4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975.

(5) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 41 CFR 105-68, certifies to the best of its knowledge and belief that it and its principals;

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

B. THE DONEE AGREES TO THE FOLLOWING FEDERAL CONDITIONS:

(1) All items of property shall be placed in use for the purpose(s) for which acquired within one year of receipt and shall be continued in use for such purpose(s) for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State Agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.

(2) Such special handling or use limitations as are imposed by GSA on any item(s) of property listed hereon.

(3) In the event the property is not so used or handled as required by (B)(1) and (2), title and right to the possession of such property shall at the option of GSA revert to the United States of America and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(C) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET OR MORE IN LENGTH AND AIRCRAFT, FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The property shall be used for the purpose(s) for which acquired and for no other purpose(s).

(2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use, except for such items of major equipment, listed hereon, on which the State agency designates a further period of restriction.

(3) In the event the property is not so used as required by (C)(1) and (2), and Federal restrictions (B)(1), (2) and (F) have expired, right to the possession of such property shall at the option of the State agency revert to the State of Missouri and the donee shall release such property to such person as the State agency shall direct.

D. THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTIONS:

(1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (B), (C) and (F) remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (B) and (F), or the State agency under (C). The proceeds from any sale, trade, lease, loan, bailment, encumbrance, or other disposal of the property, when such action is authorized by GSA, or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (B), (C) and (F) remain in effect, without the prior approval of GSA or the State agency, the donee, at the option of GSA or the State Agency shall pay to GSA or the State agency, as the case may be, the proceeds of the disposal, as determined by GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the conditions imposed by (B), (C) and (F) remain in effect, any of the property listed hereon is no longer suitable, usable, or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency and shall, as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, or to a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency on the use, condition, and location of the property listed hereon and on other pertinent matters as may be required from time-to-time by the State agency.

(5) At the option of the State agency, the donee may abrogate the State conditions set forth in (C) and the State terms, reservations and restrictions pertinent thereto in (D) by payment of an amount as determined by the State agency.

E. THE DONEE AGREES TO THE FOLLOWING CONDITIONS, APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an "as is," "where is" basis. Without warranty of any kind, and the Government of the United States of America will be held harmless from any or all debts, liabilities, judgments, costs, demands, suits, actions, or claims of any nature arising from or incident to the donation of the property, its use, or final disposition.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, GSA or the State agency, as the case may be, will be entitled to reimbursement from the donee out of the insurance proceeds, of an amount equal to the unamortized portion of the fair market value of the damaged or destroyed donated items.

F. THE DONEE AGREES TO THE FOLLOWING ADDITIONAL SPECIAL TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000 OR MORE, AND FOREIGN GIFTS OR OTHER ITEMS OF PROPERTY REQUIRING SPECIAL HANDLING OR USE LIMITATIONS, REGARDLESS OF THE ACQUISITION COST OR PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the additional special terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document or other agreement executed by the authorized donee representative.

G. THE DONEE AGREES TO THE FOLLOWING TERMS AND CONDITIONS IMPOSED BY THE STATE AGENCY APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF UNDER \$5,000.

RESOLUTION NO. R - 2017-067

A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS OUT OF THE CITY TREASURY OF THE CITY OF RIVERSIDE FOR FISCAL YEAR 2017-2018 WEEKS ENDING AUGUST 18TH, AUGUST 25TH, AND SEPTEMBER 1ST IN THE AMOUNT OF \$196,468.49.

WHEREAS, the Board of Aldermen find it is in the best interest of the citizens of the City of Riverside to authorize and approve the expenditure of funds as set forth in Exhibit "A" attached hereto;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI, AS FOLLOWS:

THAT the disbursements and expenditure of funds from the city treasury in the amount of \$196,468.49 as set forth in Exhibit "A" attached hereto and made a part hereof by reference are hereby authorized and approved.

FURTHER THAT the City Administrator is hereby authorized to execute all agreements or documents necessary to approve the purchase of goods and services contemplated therein and the Finance Director is authorized to issue a check therefor to the respective companies, firms, persons in the amounts set forth therein.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside, Missouri, the 5TH day of September, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk



Expense Approval Report

By Fund

Payment Dates 08/16/2017 - 08/16/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
CELLCO PARTNERSHIP	9790100124	08/16/2017	DATA CARDS	10-224-000-27200	25.02
WRIGHT EXPRESS FSC	50769904	08/16/2017	FUEL PURCHASED - JULY	10-224-000-54100	4,397.54
WRIGHT EXPRESS FSC	50769904	08/16/2017	FUEL PURCHASED - JULY	10-226-000-54100	1,445.72
LEVEL 3 COMMUNICATIONS,	58782455	08/16/2017	2950 NW VIVION RD	10-112-000-27000	671.38
SAM'S CLUB DIRECT	002348	08/16/2017	SUPPLIES	10-224-000-50500	192.40
SAM'S CLUB DIRECT	002619	08/16/2017	SUPPLIES	10-224-000-22900	25.96
MISSOURI AMERICAN WATER	1017210010445575 0817	08/16/2017	2805 NW VIVION RD	10-336-111-25400	42.65
MISSOURI AMERICAN WATER	1017210010690719 0817	08/16/2017	777 A ARGOSY PKWY IRRIG	10-336-113-25400	855.68
MISSOURI AMERICAN WATER	1017210012068028 0817	08/16/2017	W PLATTE/VALLEY IRRIG	10-336-112-25400	2,742.09
MISSOURI AMERICAN WATER	1017210012698627 0817	08/16/2017	4301 B TULLISON RD IRRIG	10-336-113-25400	1,141.22
MISSOURI AMERICAN WATER	1017210014458047 0817	08/16/2017	2950 NW VIVION RD	10-337-102-25400	843.74
MISSOURI AMERICAN WATER	1017210015746389 0817	08/16/2017	4200 RIVERSIDE ST	10-337-101-25400	88.09
MISSOURI AMERICAN WATER	1017210015748552 0817	08/16/2017	4820 HOMESTEAD TER PARKF	10-336-109-25400	16.33
MISSOURI AMERICAN WATER	1017210015884915 0817	08/16/2017	1001 NW ARGOSY PARK	10-336-107-25400	328.37
MISSOURI AMERICAN WATER	1017210015953323 0817	08/16/2017	2901 NW VIVION RD PARK	10-336-108-25400	23.29
MISSOURI AMERICAN WATER	1017210010165930 0817	08/16/2017	2990 NW VIVION RD DETCK	10-337-103-25400	1,374.98
MISSOURI AMERICAN WATER	1017210010504726 0817	08/16/2017	RIVERWAY/PLATTE RD FOUTN	10-336-112-25400	16.33
MISSOURI AMERICAN WATER	1017210015746471 0817	08/16/2017	4498 HIGH DR DETCK	10-337-104-25400	233.85
TRI-COUNTY MENTAL HEALTH	08/19/17	08/16/2017	ARGOSY - ANNUAL BANQUET	10-224-000-22900	105.00
SAM'S CLUB DIRECT	004985	08/16/2017	SUPPLIES	10-14000	254.16
SAM'S CLUB DIRECT	007851	08/16/2017	SUPPLIES	10-112-000-36100	21.98
SPECIAL OLYMPICS - MISSOU	08/10/17	08/16/2017	RAFFLE TICKETS/DRIVE IT HO	10-13015	150.00
WEINER, RACHEL	08/14/17	08/16/2017	REIMB SECURITY DEPOSIT	10-20010	50.00
CARTER, FRANKLIN	08/14/17	08/16/2017	REIMB SECURITY DEPOSIT	10-20010	50.00
LAURA E THOMAS	8/14/17	08/16/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	44.25
JOHNSON, JONNA	8/14/17	08/16/2017	REIMB CITY SHARE/GYM ME	10-115-000-21301	49.18
PROST, HOWARD A	8/15/17	08/16/2017	DJ SERVICE/ECLIPSE EH YOUN	10-341-100-44400	250.00
Fund 10 - GENERAL FUND Total:					15,439.21
Grand Total:					15,439.21



Expense Approval Report

By Fund

Payment Dates 08/23/2017 - 08/23/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
SCHMIDT, EDWARD E	07/11/17	08/23/2017	BAND/SENIOR DANCE	10-341-100-44522	180.00
SAM'S CLUB DIRECT	000262	08/23/2017	SUPPLIES	10-224-000-22900	83.46
SAM'S CLUB DIRECT	000262	08/23/2017	SUPPLIES	10-224-000-50500	141.31
TIME WARNER	108010601081217	08/23/2017	CABLE SERVICE	10-331-000-25600	134.14
JENNIFER ENNA	08/15/17	08/23/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	16.49
TIME WARNER	101773501081517	08/23/2017	CABLE SERVICE	10-341-000-25600	129.25
KCPL SERVICE PMTS	3823-35-2154 08/17	08/23/2017	2025 VALLEY	10-336-112-25000	196.55
ABBY G PENNELL, ATTORNEY	48	08/23/2017	INDIGENT LEGAL SERVICES	10-216-000-21301	900.00
ICMA-RC VANTAGEPOINT	41451248	08/23/2017	EMPLOYEE W/H 08/18 PAYRO	10-20006	949.23
ICMA-RC VANTAGEPOINT	41451485	08/23/2017	EMPLOYEE W/H 08/18 PAYRO	10-20006	125.00
LEGAL DIRECTORIES PUBLISHI	08/22/17	08/23/2017	2017 LEGAL DIRECTORY	10-216-000-32000	56.75
Fund 10 - GENERAL FUND Total:					2,912.18
Grand Total:					2,912.18



Expense Approval Report

By Fund

Payment Dates 08/30/2017 - 08/30/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
YMCA OF GREATER KANSAS C	07/01/17	08/30/2017	REIMB CITY'S SHARE/MEMBE	10-115-000-21301	819.00
YMCA OF GREATER KANSAS C	07/01/17	08/30/2017	REIMB CITY'S SHARE/MEMBE	10-341-000-22800	22,989.50
YMCA OF GREATER KANSAS C	07/01/17	08/30/2017	REIMB CITY'S SHARE/MEMBE	10-341-000-22801	2,300.00
KANSAS CITY AREA DEVELOP	19014	08/30/2017	ANNUAL MEMBERSHIP	10-112-000-22707	5,000.00
KCMO WATER SERVICES DEPA	61445903546971 08/17	08/30/2017	2901 NW VIVION RD	10-336-108-25400	46.60
MISSOURI GAS ENERGY	0627451111 08/17	08/30/2017	2990 NW VIVION RD	10-337-103-25200	84.19
SYNERGY SERVICES, INC	08/18/17	08/30/2017	AGREEMENT/BOA APPROVED	10-112-000-22709	7,500.00
MISSOURI GAS ENERGY	3730422222 08/17	08/30/2017	4200 NW RIVERSIDE DR	10-337-101-25200	39.55
MISSOURI GAS ENERGY	4413651111 08/17	08/30/2017	4498 NW HIGH DR	10-337-104-25200	114.38
KCPL SERVICE PMTS	0512-89-5780 08/17	08/30/2017	2626 NW PLATTE RD	10-336-112-25000	25.08
KCPL SERVICE PMTS	0913-11-1638 08/17	08/30/2017	4100 NW RIVERSIDE DR	10-337-106-25000	127.31
KCPL SERVICE PMTS	1232-04-9424 08/17	08/30/2017	2901 NW VIVION RD DPO1	10-336-108-25000	117.35
KCPL - STREET LTG	1921-09-8495 08/17	08/30/2017	4702 NW HIGH DR	10-331-000-26800	71.35
KCPL SERVICE PMTS	2093-49-0946 08/17	08/30/2017	3880 ARGOSY CASINO PARKW	10-336-113-25000	20.52
KCPL SERVICE PMTS	2130-19-8248 08/17	08/30/2017	4026 ARGOSY CASINO PARKW	10-336-113-25000	20.35
KCPL SERVICE PMTS	2953-72-9970 08/17	08/30/2017	4102 NW RIVERSIDE DR	10-337-106-25000	19.08
KCPL SERVICE PMTS	3086-70-0722 08/17	08/30/2017	2950 NW VIVION RD	10-337-102-25000	3,625.85
KCPL - STREET LTG	3147-73-7222 08/17	08/30/2017	2509 W PLATTE TS	10-331-000-26800	64.58
KCPL SERVICE PMTS	3578-68-5006 08/17	08/30/2017	4100 NW RIVERSIDE DR	10-337-106-25000	19.08
KCPL - STREET LTG	3948-82-2408 08/17	08/30/2017	4509 GATEWAY TS	10-331-000-26800	52.78
KCPL SERVICE PMTS	4649-50-9862 08/17	08/30/2017	4100 NW RIVERSIDE DR	10-337-106-25000	165.75
KCPL SERVICE PMTS	4884-79-8490 08/17	08/30/2017	4200 NW RIVERSIDE DR A	10-337-101-25000	21.44
KCPL SERVICE PMTS	5319-48-0868 08/17	08/30/2017	4100 NW RIVERSIDE DR	10-337-106-25000	131.88
KCPL SERVICE PMTS	7556-98-7111 08/17	08/30/2017	1001 NW ARGOSY PKWY	10-336-107-25000	849.38
KCPL SERVICE PMTS	7922-40-5202 08/17	08/30/2017	2990 NW VIVION RD	10-337-103-25000	3,216.25
KCPL SERVICE PMTS	8507-74-3245 08/17	08/30/2017	4200 NW RIVERSIDE DR	10-337-101-25000	867.38
KCPL SERVICE PMTS	8555-87-0016 08/17	08/30/2017	4498 NW HIGH DR	10-337-104-25000	3,353.57
KCPL SERVICE PMTS	8712-27-4759 08/17	08/30/2017	4101 VAN DE POPLIER SIREN	10-337-103-25000	34.34
KCPL SERVICE PMTS	8768-51-3516 08/17	08/30/2017	2805 NW VIVION RD	10-336-111-25000	612.88
KCPL SERVICE PMTS	9499-79-6859 08/17	08/30/2017	4500 NW HIGH DR	10-337-105-25000	173.43
KCPL SERVICE PMTS	9775-39-9838 08/17	08/30/2017	4700 HIGH DRIVE	10-337-103-25000	34.89
KENNEDY, DEBORAH	08/23/17	08/30/2017	COURT OVERPAYMENT OF FI	10-000-40101	20.00
KCPL SERVICE PMTS	8138-89-2268 08/17	08/30/2017	4103 NW TREMONT RD	10-337-117-25000	731.06
LEVEL 3 COMMUNICATIONS,	59628753	08/30/2017	2950 NW VIVION RD	10-112-000-27000	667.67
CAMARO CLUB OF KC	8/25/17	08/30/2017	REIMB SECURITY DEPOSIT	10-20010	450.00
PACIFIC TELEMANAGEMENT S	937805	08/30/2017	COMM CTR, EH YOUNG, POO	10-336-107-27000	75.00
PACIFIC TELEMANAGEMENT S	937805	08/30/2017	COMM CTR, EH YOUNG, POO	10-336-110-27000	75.00
PACIFIC TELEMANAGEMENT S	937805	08/30/2017	COMM CTR, EH YOUNG, POO	10-341-000-27000	78.00
KC WEB	W06-15066	08/30/2017	INTERNET SERVICE	10-112-000-27000	200.00
RIVERSIDE, CITY OF	08/28/17	08/30/2017	BOA SNACKS SPECIAL MTG	10-112-000-22910	18.97
RIVERSIDE, CITY OF	08/28/17	08/30/2017	REIMB ENNA POTLUCK PRIZE	10-112-000-36100	10.00
RIVERSIDE, CITY OF	08/28/17	08/30/2017	MCCFOA LUNCH/ KINCAID &	10-112-000-36400	20.00
SLAUGHTER, EDWARD	08/28/17	08/30/2017	REIMB SECURITY DEPOSIT	10-20010	50.00
ANDERSON, NICK	08/28/17	08/30/2017	REIMB SECURITY DEPOSIT	10-20010	50.00
ROGERS, REX	08/28/17	08/30/2017	REIMB SECURITY DEPOSIT	10-20010	225.00
ROGERS, REX	08/28/17	08/30/2017	REIMB SECURITY DEPOSIT	10-20010	150.00
RIVERSIDE, CITY OF	08/28/17	08/30/2017	REIMB COURT SNACKS	10-216-000-53700	6.33
RIVERSIDE, CITY OF	08/28/17	08/30/2017	REIMB COURT SNACKS	10-216-000-53700	19.73
RIVERSIDE, CITY OF	08/28/17	08/30/2017	FRAN MATTOX - PHOTOS OF	10-341-100-44400	50.00
JOHNSON, BRANDI	8/28/17	08/30/2017	REIMB CITY'S SHARE/GYM ME	10-115-000-21301	41.25
Fund 10 - GENERAL FUND Total:					55,455.75

Expense Approval Report

Payment Dates: 08/30/2017 - 08/30/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 52 - PAL FUND RIVERSIDE, CITY OF	08/28/17	08/30/2017	FPAL GOLF TOURNAMENT	52-221-000-44510	60.45
				Fund 52 - PAL FUND Total:	<u>60.45</u>
				Grand Total:	<u><u>55,516.20</u></u>



Expense Approval Report

By Fund

Payment Dates 09/05/2017 - 09/05/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 10 - GENERAL FUND					
CONRAD FIRE EQUIP. INC	519937	06/30/2017	ANNUAL PM/DOT INSPECTIO	10-226-000-41000	232.69
CONRAD FIRE EQUIP. INC	519938	06/30/2017	QUARTERLY PM/DOT INSPECT	10-226-000-41000	150.00
CONRAD FIRE EQUIP. INC	519939	06/30/2017	QUARTERLY PM/DOT INSPECT	10-226-000-41000	150.00
CONRAD FIRE EQUIP. INC	519940	06/30/2017	QUARTERLY PM/DOT INSPECT	10-226-000-41000	150.00
ASSOC OF PROFESSIONAL TRA	5243	09/05/2017	TACTICAL HANDGUN COURSE	10-221-000-36400	590.00
ED M FELD EQUIPMENT CO, I	0315141-IN	09/05/2017	AIR ANALYSIS	10-226-000-56002	235.00
HEIMAN INC	0860476-IN	09/05/2017	LP34 TAPERED NAME PANEL	10-226-000-56002	520.00
MOTOROLA SOLUTIONS, INC	13173045	09/05/2017	APX6000 700/800 MODEL 2.5	10-226-000-41000	4,000.85
LOOMIS	12060739	09/05/2017	COURIER SERVICE	10-112-000-43800	84.56
SELEX ES, INC.	25594	09/05/2017	ANNUAL SUPPORT, SW UPGR	10-224-000-40701	995.00
BD OF POLICE COMMISSIONE	10060	09/05/2017	LAB USAGE	10-221-000-44514	103.50
EVERLASTING SIGN & ART	15371	09/05/2017	OPERATION CHIEF	10-226-000-40000	35.00
JAY'S UNIFORMS	25292	09/05/2017	UNIFORMS/SNARR,GOOD,MI	10-226-000-56000	1,612.23
MSEC FINANCIAL SERVICES	21091002	09/05/2017	FRANCOTYP POSTALIA POSTB	10-112-000-51500	125.00
TOWNER COMMUNICATIONS,	3533	09/05/2017	MTG DISASTER RECOVERY	10-224-000-40703	165.00
CONRAD FIRE EQUIP. INC	519953	09/05/2017	RELEASE HANDLE BROKEN	10-226-000-41000	225.60
CONRAD FIRE EQUIP. INC	519971	09/05/2017	A/C SYSTEM REPAIR	10-226-000-41000	886.75
INFORMATION FUND	55650	09/05/2017	MONTHLY SALES, USE TAX RE	10-112-000-40700	105.00
WILLIAMS & CAMPO, P.C.	8100	09/05/2017	LEGAL SERVICES	10-112-000-20300	5,800.00
KCATA	IT 3184	09/05/2017	CONTRACT AGREEMENT/201	10-112-000-22300	1,250.00
KANSAS CITY STAR, THE	400029320 08/17	09/05/2017	RENEWAL SUBSCRIPTION (6	10-112-000-32001	121.36
AL BOWMAN & SON'S S.O.S	32820	09/05/2017	NEW PADLOCKS (6)	10-336-000-53700	357.80
MAIL WORKS	23090	09/05/2017	NEWSLETTER	10-112-000-32001	50.16
MAIL WORKS	23090	09/05/2017	NEWSLETTER	10-112-000-51500	769.12
LOGO U UP, LLC	3099	09/05/2017	SHIRTS	10-819-000-56000	80.00
DAMON PURSELL	211588	09/05/2017	YARD WASTE DISPOSAL	10-331-000-26100	351.00
REJIS COMMISSION	INV0056092	09/05/2017	LEWEB SUBSCRIPTION SERVIC	10-223-000-43401	669.20
REJIS COMMISSION	INV0056106	09/05/2017	LEWEB SUBSCRIPTION SERVIC	10-216-000-43400	21.01
HOUSE SUNDAY, LLC	0001	09/05/2017	SOCIAL MEDIA MANAGEMEN	10-112-000-21300	1,300.00
LOGO U UP, LLC	3100	09/05/2017	POLOS/PULLOVER/TEES	10-226-000-56000	973.50
LOGO U UP, LLC	3101	09/05/2017	TEES/SWAT CLOTHING	10-221-000-53706	357.00
JAY'S UNIFORMS	25316	09/05/2017	SILVER COLLAR BRASS/STUBL	10-226-000-56000	51.18
JAY'S UNIFORMS	25315	09/05/2017	PANTS/SCHLEICHER	10-226-000-56000	129.08
LITTLER MENDELSON, P.C.	4678048	09/05/2017	LEGAL SERVICES	10-226-000-20300	3,502.00
MR MAT	539195	09/05/2017	ENTRY MATS	10-337-101-41500	26.12
MR MAT	539196	09/05/2017	ENTRY MATS	10-337-102-41500	32.02
MR MAT	539197	09/05/2017	ENTRY MATS	10-337-103-41500	32.33
JAY'S UNIFORMS	25328	09/05/2017	TROUSERS/ARMILIO	10-226-000-56000	207.79
IAFF LOCAL 42	8/18/2017	09/05/2017	EMPLOYEE W/H 08/18 PAYRO	10-20510	603.33
CITY TREASURER	AB18-AUGUST	09/05/2017	AMBULANCE SERVICES 08/01-	10-226-000-44800	7,577.50
CITY TREASURER	AB18-JULY	09/05/2017	AMBULANCE SERVICES 07/01-	10-226-000-44800	7,577.50
CITY TREASURER	AB18-SEPTEMBER	09/05/2017	AMBULANCE SERVICES 09/01-	10-226-000-44800	7,577.50
ATHCO	0021242-IN	09/05/2017	L/S SKATEWAVE 4' ENCL ENT	10-336-108-42100	356.00
CORNELL ROOFING & SHEET	3353	09/05/2017	ROOF REPAIR/COMMUNITY C	10-337-104-41500	776.50
MR MAT	539401	09/05/2017	ENTRY MATS	10-337-101-41500	26.12
MR MAT	539402	09/05/2017	ENTRY MATS	10-337-103-41500	32.33
MR MAT	539403	09/05/2017	ENTRY MATS	10-337-102-41500	32.02
ALLEN, GIBBS, & HOULIK, L.C.	915196	09/05/2017	PAYROLL PROCESSING	10-115-000-31600	769.34
CAPITAL ELECTRIC LINE BUILD	42067	09/05/2017	REPLACED ECONOLITE CONTR	10-331-000-40900	4,695.00
TOWNER COMMUNICATIONS,	3640	09/05/2017	CONFERENCE PHONE SETUP	10-224-000-40703	227.50
TOWNER COMMUNICATIONS,	3660	09/05/2017	TELEPHONE EQUIPMENT	10-224-000-40703	100.71
MR MAT	539601	09/05/2017	ENTRY MATS	10-337-102-41500	32.02
MR MAT	539602	09/05/2017	ENTRY MATS	10-337-101-41500	26.12

Expense Approval Report

Payment Dates: 09/05/2017 - 09/05/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MR MAT	539603	09/05/2017	TOWELS,DUST MOP,WET MO	10-337-104-41500	40.61
MR MAT	539604	09/05/2017	ENTRY MATS	10-337-103-41500	32.33
IAFF LOCAL 42	9/1/2017	09/05/2017	EMPLOYEE W/H 09/01 PAYRO	10-20510	633.56
Fund 10 - GENERAL FUND Total:					57,562.84
Fund: 21 - CAPITAL IMPROVEMENTS FUND					
COCKRELL PAVING, LLC	2017-48	09/05/2017	INDIAN LN REMOVE & REPLA	21-025-000-53000	5,700.00
COCKRELL PAVING, LLC	2017-54	09/05/2017	DIRT GRADING (3 LOCATIONS	21-025-000-53000	1,870.00
HOUSTON EXCAVATING	162	09/05/2017	HORIZONS SOUTH & I-635	21-020-000-54000	13,965.00
COCKRELL PAVING, LLC	2017-62	09/05/2017	NORTHWOOD RD/ DIRT GRA	21-025-000-53000	660.00
BARBER SEWER & DITCHING	3436	09/05/2017	SEWER STUB REPAIR/4306 N	21-025-000-53000	1,730.00
HOUSTON EXCAVATING	163	09/05/2017	INTERURBAN BRIDGE EROSIO	21-025-000-53000	1,498.50
ACE PIPE CLEANING, INC	136444	09/05/2017	CATCH BASIN & STORM LINE	21-025-000-53000	2,280.00
FREELANCE EXCAVATION, LLC	1017	09/05/2017	ST JOE ST/RIPRAP	21-025-000-53000	330.00
HOUSTON EXCAVATING	164	09/05/2017	HORIZONS SOUTH & I-635	21-020-000-54000	9,880.00
COCKRELL PAVING, LLC	2017-64	09/05/2017	MONTEBELLA ROUNDABOUT	21-025-000-53000	7,200.00
COCKRELL PAVING, LLC	2017-66	09/05/2017	RIVERSIDE FIRE STATION/ MIL	21-025-000-53000	4,845.00
BARBER SEWER & DITCHING	3437	09/05/2017	EXCAVATE & REPAIR SEWER/	21-025-000-53000	2,997.50
BARBER SEWER & DITCHING	3438	09/05/2017	INSTALL RIP RAP/INTERURBA	21-025-000-53000	2,415.00
Fund 21 - CAPITAL IMPROVEMENTS FUND Total:					55,371.00
Fund: 30 - CAPITAL EQUIPMENT FUND					
MOTOROLA SOLUTIONS, INC	13173044	09/05/2017	APX6000 700/800 MODEL 2.5	30-226-000-65000	4,000.85
ENET, LLC	5107	09/05/2017	DELL OPTIPLEX WORKSTATIO	30-112-000-62000	1,469.06
ENET, LLC	5108	09/05/2017	DELL OPTIPLEX WORKSTATIO	30-112-000-62000	969.24
ENET, LLC	5109	09/05/2017	DELL MONITOR, APPLE IPAD P	30-112-000-62000	1,028.91
ENET, LLC	5109	09/05/2017	BOA LAPTOP, VIDEO	30-112-000-65000	2,199.00
Fund 30 - CAPITAL EQUIPMENT FUND Total:					9,667.06
Grand Total:					122,600.90

AN ORDINANCE AMENDING CITY CODE SECTION 215.020 RELATED TO PUBLIC NUISANCES.

BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF RIVERSIDE, MISSOURI, as follows:

SECTION 1 – ADOPTION OF AMENDMENT. Section 215.020.B.3.a of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (language to be added contains an underline; language to be repealed contains a strikethrough):

- a. Grass, weeds, and/or overgrown vegetation, that exceeds ten (10) inches in height, or which otherwise obstructs a traffic intersection's clear sight triangle. ~~However, the following conditions shall not be considered a nuisance:~~

~~(1) All or any part of any lot or tract of land that cannot be mowed using conventional mowing or weed removal equipment due to steepness of grade or rocky terrain, or is otherwise devoid of improvements (other than fences or sheds); provided, further, however, that unimproved land, which falls under this exception, shall be maintained in accordance with this Chapter from the center line of an abutting street or alley by mowing at least five (5) feet beyond the edge of the street or road surface, curb line or sidewalk, whichever is greater.~~

- (1) Property may be exempt from the height limitation if the Community Development Director, or his/her designee, finds that a waiver is warranted due to safety concerns, environmental concerns, and/or aesthetic benefits which do not unreasonably jeopardize the public's health, safety, and welfare. Conditions or situations in which such waiver may be warranted include but are not limited to property that:

- (a) Cannot be safely mowed, such as due to steepness of grade, or rocky terrain;
- (b) Is highly erodible;
- (c) Is undevelopable;
- (d) Is in an undisturbed natural area;
- (e) Is densely wooded;
- (f) Is too wet to mow such as a marsh, wetland, storm water drainage pond, or creek bank;
- (g) Any lot or parcel of portion thereof upon which construction is occurring.

- (2) The Community Development Director, or his/her designee, may condition any waiver on a requirement that i) the height limitation nonetheless be satisfied for a certain number of feet beyond the edge of a street, road surface, curb line, or sidewalk; and/or ii) for a stated duration.

SECTION 2 – ADOPTION OF AMENDMENT. Section 215.020.B.4.c of the City Code of the City of Riverside, Missouri is hereby amended to read as follows (language to be added contains an underline; language to be repealed contains a ~~strike through~~):

Vehicles. The following conditions shall constitute public nuisances:

- a. Any vehicle or trailer used primarily for the storage of materials, goods, or equipment, other than those items considered to be a part of the vehicle or trailer or to be transported by the vehicle or trailer in the normal course of use of the vehicle or trailer.
- b. Any vehicle that is displayed for the principal purpose of sale that is either:
 - (1) Not located on a private residential driveway; or
 - (2) Not located on property that is legally licensed and permitted by the City for the sale of vehicles.
- c. Any vehicle that is parked on a surface other than a public street, or driveway that is surfaced with concrete, asphalt, or paver brick over an approved base, ~~gravel, stone, brick, or similar material, and which is suitable for parking purposes.~~
- d. Any vehicle that is dismantled, inoperable, junked, or unlicensed, unless the vehicle is stored within an enclosed building or in a location that cannot be viewed from a ground location off the premises, or unless such vehicle is present in the course of normal and lawful business operation, except that it shall not be considered a nuisance, for purposes of this Chapter, if one such vehicle is being dismantled, repaired, stripped, or serviced on the property, provided that the work is completed within seven (7) days by the owner of the property and that the vehicle is licensed to that owner.

SECTION 3 – EFFECTIVE DATE. This ordinance shall be in full force and effect from and after the date of its passage and approval.

BE IT REMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this _____ day of _____, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

BILL NO. 2017-055

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AMENDMENT TO THE CITY ADMINISTRATOR'S EMPLOYMENT AGREEMENT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF RIVERSIDE, MISSOURI AS FOLLOWS:

SECTION 1 – EMPLOYMENT AGREEMENT AMENDMENT Section 3 of the employment agreement between the City and Gregory P. Mills dated March 19, 2013, and approved by City Ordinance No. 1192, amended on September 3, 2013 by City Ordinance No. 1245, amended on July 1, 2014 by City Ordinance No. 1334, amended on August 4, 2015 by City Ordinance No. 1432, also amended on July 5, 2016 by City Ordinance No. 1468 and is hereby amended to read as follows (all other provisions of the employment agreement to remain as is):

3) Salary. The City shall pay the Employee a salary of \$136,250.00 annually in accordance with City payroll policies. The City periodically provides for salary adjustments based on the market, internal equity, and merit. Merit salary increases, if given, will be based upon satisfactory performance or better during each year of employment. Any merit salary increase is at the discretion of the Mayor and Board of Aldermen in accordance with the City's approved budget. The Employee shall also be considered for any market or internal equity adjustments, as budgeted by the Mayor and Board of Aldermen.

SECTION 2 – EFFECTIVE DATE. This ordinance shall be retroactively effective as of July 1, 2017.

BE IT REMEMBERED that the above was read two times by heading only, **PASSED AND APPROVED** by a majority of the Board of Aldermen and **APPROVED** by the Mayor of the City of Riverside this ____ day of _____, 2017.

Mayor Kathleen L. Rose

ATTEST:

Robin Kincaid, City Clerk

Agreed and accepted:

Gregory P. Mills

Dated: _____