ORDINANCE APPROVING A TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT WITH FIRST STATE COMMUNITY BANK

WHEREAS, CITY OF IRONTON (Lessee), desires to obtain funds to pay the costs of acquiring the Equipment described in the attached Tax-Exempt Equipment Lease Purchase Agreement; and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for Lessee to enter into the Tax-Exempt Equipment Lease Purchase Agreement with First State Community Bank, as Lessor (Lessor), pursuant to which Lessee will lease the Equipment, with an option to purchase, from Lessor, on an annually renewable basis, and commencing on the date Lessor deposits funds equal to the initial principal amount of the Equipment Lease Purchase Agreement into an account held pursuant to the below-mentioned Account Control Agreement, to be used to pay the costs of acquiring and installing the Equipment and to pay related costs; and

WHEREAS, the Equipment is not available for immediate delivery, therefore, it is necessary and desirable for Lessee to also enter into an Account Control Agreement, in substantially the form attached to this Ordinance, pursuant to which the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement will be held by the bank therein-named as Deposit Bank (Deposit Bank), in an account established in Lessee's name, but subject to Lessor's security interest and Lessor's approval of disbursements; and

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

Section 1. Authorization and Approval of the Tax-Exempt Equipment Lease Purchase Agreement. The Tax-Exempt Equipment Lease Purchase Agreement, together with all exhibits thereto, including but not limited to the Account Control Agreement (Lease Documentation) is hereby approved in substantially the form attached to this Ordinance, with such changes therein as are approved by the officer of Lessee hereafter authorized to execute and deliver the Lease Documentation, the execution of the Lease Documentation by such officer being conclusive evidence of such approval, provided that the Lease Documentation shall be consistent with the following terms:

a) The aggregate principal portion of Rental Payments will not exceed $75,328.

b) The interest portion of Rental Payments will be calculated at an annual interest rate not exceeding 2.75%.

c) Rental Payments will be due in twenty (20) approximately equal quarterly installments.

d) The first Rental Payment will be due three months from the Commencement Date (as defined in the Tax-Exempt Equipment Lease Purchase Agreement).

e) Succeeding Rental Payments will be due every three months thereafter.

f) The final scheduled Rental Payment will be due on the fifth (5^{th}) annual anniversary of the Commencement Date (as defined in the Tax-Exempt Equipment Lease Purchase Agreement).

Moneys sufficient to pay all Rental Payments required to be paid under the Tax-Exempt Equipment Lease Purchase Agreement during Lessee's current fiscal year are hereby appropriated to such payment, and such moneys will be applied in payment of all Rental Payments due and payable during the current fiscal year.

Lessee's obligation to pay Rental Payments (as defined in the Tax-Exempt Equipment Lease Purchase Agreement) is subject to annual appropriation, will constitute a current expense, and will not in any way be construed to be an indebtedness or liability of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by Lessee, nor will anything contained in the Tax-Exempt Equipment Lease Purchase Agreement constitute a pledge of the general tax revenues, funds or moneys of Lessee, and all provisions of the Tax-Exempt Equipment Lease Purchase Agreement will be construed so as to give effect to such intent.

The below-named officer of Lessee is hereby authorized and directed to execute and deliver the Lease Documentation on behalf of and as the act and deed of Lessee:

Name: Robert W. Lourwood

Title: Mayor

Section 2. Further Authority. Lessee will, and the officials and agents of Lessee are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of Lessee with respect to the Lease Documentation and the Equipment. If Lessee acquires any portion of the Equipment prior to the Commencement Date of the Tax-Exempt Equipment Lease Purchase Agreement, it is the intention of the Lessee's governing body that Lessee will be reimbursed for the cost of such acquisition from the proceeds of the Tax-Exempt Equipment Lease Purchase Agreement upon the Commencement Date.

Section 3. Repeal of Conflicting Ordinances. All prior Ordinances approved by Lessee's governing body that are in conflict with this Ordinance are hereby repealed to the extent of any conflict.

Section 4. Effective Date. This Ordinance will take effect and be in full force from and after its passage by the Board of Aldermen of City of Ironton, and approval by the Mayor.

THIS ORDINANCE HAVING BEEN READ IN FULL ON THIS 25 DAY OF Jun, 2020, ~~2019~~, THE BOARD OF ALDERMEN VOTED AS FOLLOWS:

Alderman Allen	absent
Alderman Barzowski	Aye
Alderman Tedford	Aye
Alderman Layton	Aye

THIS ORDINANCE HAVING BEEN READ BY TITLE ONLY THE SECOND TIME ON THIS 25 DAY OF Jun, ~~2019~~, 2020, THE BOARD OF ALDERMEN VOTED AS FOLLOWS:

Alderman Allen	absent
Alderman Barzowski	Aye
Alderman Tedford	Aye
Alderman Layton	Aye

THIS ORDINANCE HAVING BEEN READ BY TITLE ONLY THE THIRD TIME ON THIS 25 DAY OF Jun, ~~2019~~, 2020 THE BOARD OF ALDERMEN VOTED AS FOLLOWS:

Alderman Allen	absent
Alderman Barzowski	Aye
Alderman Tedford	Aye
Alderman Layton	Aye

WHEREUPON, this ordinance was declared by the Mayor of the City of Ironton, Missouri, to have been enacted and the Clerk is hereby ordered to enroll the same in the records of the ordinances of the City of Ironton, Missouri.

Dated this 25 day of Jun, 2020.

Robert W. Lourwood, Mayor

ATTEST:

Suzy Tims

Suzy Tims, Interim City Clerk