



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 26, 2015 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL REGULAR MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

A. Motion approving the minutes of the May 12, 2015, City Council regular meeting.

Page 7

B. Motion approving the April 2015 Police Judge’s Report.

Page 13

V. PERSONAL APPEARANCES

VI. ORDINANCES

A. Motion approving *final* reading of Bill No. 2015-36:

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT
FOR THE 155TH STREET IMPROVEMENTS PROJECT.

Ordinance previously distributed

B. Motion approving *both* readings of Bill No. 2015-38:

AN ORDINANCE APPROVING THE FINAL PLAT OF AUTUMN WOODS, A
MULTI-UNIT TOWNHOUSE DEVELOPMENT, LOCATED ON A 9.81-ACRE
TRACT OF LAND, LOCATED ON THE NORTH SIDE OF MARKEY ROAD,
DIRECTLY NORTH OF BELTON AVENUE, IN THE CITY OF BELTON, CASS
COUNTY, MISSOURI.

Ordinance and other paperwork attached

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- C. Motion approving *both* reading of Bill No. 2015-39:
AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR AUTUMN WOODS, A MULTI-UNIT TOWNHOUSE DEVELOPMENT, ON A 9.81-ACRE TRACT OF LAND, LOCATED ON THE NORTH SIDE OF MARKEY ROAD, DIRECTLY NORTH OF BELTON, AVENUE, CITY OF BELTON, CASS COUNTY, MISSOURI.

Ordinance and other paperwork attached

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- D. Motion approving *first* reading of Bill No. 2015-40:
AN ORDINANCE ACCEPTING A COOPERATIVE AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM IN THE AMOUNT OF \$4,800.

Ordinance and other paperwork attached

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- E. Motion approving *both* readings of Bill No. 2015-41:
AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,977,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2015 OF THE CITY OF BELTON, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY’S SEWERAGE SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT AND PRESCRIBING OTHER RELATED MATTERS.

The voters approved issuing bonds to make improvements to the City’s sewer system on April 2, 2013. This ordinance will allow the City to use state revolving funds, made available by the Missouri Department of Natural Resources, for the construction of a new sewer headworks facility consisting of automatic and manual screening, grit removal and an influent flow meter, construction of a parallel influent pump station and approximately 2,700 feet of force main. The project also includes installation of a supervisory control and data acquisition (SCADA) system on treatment facility components to facilitate monitoring of various systems and alarms.

Ordinance and other paperwork attached

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VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

- A. Motion approving the agreement between the City and Professional Resources Development, Inc. associated with Heartland Dental at Lot 2 of Belton Gateway to participate in the Markey Regional Detention Program.

Paperwork attached

Page 109

XII. OTHER BUSINESS

XIII. ADJOURN

SECTION IV
A

**CITY OF BELTON
CITY COUNCIL MEETING
MAY 12, 2015
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the regular meeting to order at 7:00 P.M.

Councilman Van Winkle led the Pledge of Allegiance to the Flag.

Councilmen present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Bob Newell, Tim Savage, Chet Trutzel, Dean Van Winkle, and Scott Von Behren; Absent: Councilman Al Hoag. Also present: Aaron March, City Attorney; Ron Trivitt, City Manager; and Patti Ledford, City Clerk.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the April 28, 2015, City Council regular meeting; a motion approving Resolution R2015-26: A RESOLUTION REAPPOINTING BRUCE CHEVALIER AND MIKE MILLER AND APPOINTING TERRY WARD AND LORRIE PEEK TO THE MUNICIPAL PARK BOARD; a motion approving a telephone agreement for the police station with Dice Communications in the amount of \$4,536.00 for one year of maintenance and support; a motion approving the purchase of four (4) Motion Computing R12 tablet computers totally \$14,698 for the police patrol cars; and a motion approving the purchase of a 2016 Ford F350 one ton 4x4 dump truck for \$37,870 for the Water Services Department and disposing of the current 1996 Ford truck by way of auction.** Councilman Savage seconded. All present voted in favor. Councilman Hoag absent. Consent agenda approved.

PERSONAL APPEARANCES:

Councilman Van Winkle read the Peace Officers Memorial Day and Police Week Proclamation proclaiming Peace Officers Memorial Day and Police Week, May 10-16. Present to receive the proclamation were Police Chief James Person, Officer Dan Davis and Officer Steven Bechtel. Mayor Davis said in this day and age police departments are a critical component in every municipality across America and we appreciate what our police department does for us.

Councilman Chet Trutzel read a proclamation proclaiming National Public Works Week May 18-22. Present to receive the proclamation were Kate Glowacki, Assistant City Engineer; Dave Frazier, Street Superintendent; Don Tyler, Water Services Supervisor; Chuck McCulloh, Water Services Director; and Jeff Fisher, Public Works Director.

Mayor Pro Tem Scott Von Behren read a proclamation proclaiming EMS Strong – May 17-23 declaring Emergency Medical Services Week. Present to receive the proclamation was Fire Chief Norman Larkey.

ORDINANCES:

Patti Ledford, City Clerk read Bill No. 2015-30: **AN ORDINANCE APPROVING THE CONTRACT WITH CANDID MARKETING & COMMUNICATIONS FOR THE DEVELOPMENT OF A COHESIVE BRANDING, MARKETING, AND COMMUNICATION PLAN FOR THE ECONOMIC DEVELOPMENT DEPARTMENT.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. Jay Leipzig, Community Planning and Development Director, said the latest version has two minor changes. Page 4, termination 1.4 starting and end dates May 12-August 31 2015; and Page 6, Sec. 3. Non-disclosure of confidential information per city attorney. Councilman Lathrop had a couple of questions that Mr. Leipzig addressed regarding the length of the contract and payment. Vote on the first reading was recorded; Ayes: 7, Councilmen Trutzel, Von Behren, Mayor Davis, Councilmen Fletcher, Newell, Van Winkle, and Savage; Noes: 1, Councilman Lathrop; Absent: 1, Councilman Hoag. **Councilman Trutzel moved to hear the final reading.** Councilman Fletcher seconded. All voted in favor. The final reading was read. Presented by Councilman Trutzel, seconded by Councilman Fletcher. Councilman Savage asked why it needs both readings. Mr. Leipzig said because the date of contract is May 12th. Councilman Lathrop said he still has some concerns with some of the wording in the contract. He asked if they are working for four months or a year. They want their money in 3 months but are going to work for a year. It is confusing. Mr. Leipzig explained the contract is in coordination with KCP&L and they have provided their share of \$6,700. Sarah Freetly-Grubb, Candid Marketing and Communications, one of the principal owners of the firm, then addressed the Council to help clear up some of the Council concerns. She assured the Council her company has worked with many cities in metropolitan area. We will deliver on everything we say whether it is 3 months, 4 months, or a year. We are anxious to get started and are happy to have the opportunity to work with the community. The Council was then polled and the following vote recorded; Ayes: 8, Councilmen Savage, Van Winkle, Mayor Davis, Councilmen Fletcher, Trutzel, Newell, Von Behren, and Lathrop; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-30 was declared passed and in full force and effect as Ordinance No. 2015-4097 subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-31: **AN ORDINANCE AMENDING SECTION 16-2, ENTITLED "AMENDMENTS TO AND DELETIONS FROM THE INTERNATIONAL FIRE CODE" OF THE BELTON UNIFIED DEVELOPMENT CODE.** Presented by Councilman Lathrop, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Fletcher, Van Winkle, Mayor Davis, Councilmen Von Behren, Newell, Trutzel, and Lathrop; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-31 was declared passed and in full force and effect as Ordinance No. 2015-4098 subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-36: **AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT FOR THE 155TH STREET IMPROVEMENTS PROJECT.** Presented by Councilman Trutzel, seconded by Councilman Savage. Vote on the first reading was recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Lathrop, Trutzel, and Van Winkle; Noes: None; Absent: 1, Councilman Hoag. First reading passed.

Ms. Ledford read Bill No. 2015-37: **AN ORDINANCE APPROVING THE CONTRACT WITH INSITUFORM TECHNOLOGIES FOR THE CURED IN PLACE PIPE TECHNOLOGY (CIPP) 18-INCH SANITARY SEWER LINING PROJECT UNDER I-49 IN A NOT TO EXCEED AMOUNT OF \$43,739.05.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded;

Ayes: 8, Councilmen Lathrop, Newell, Von Behren, Savage, Fletcher, Mayor Davis, Councilman Van Winkle, and Trutzel; Noes: None; Absent: 1, Councilman Hoag. **Councilman Lathrop moved to hear the final reading.** Councilman Savage seconded. All present voted in favor. The final reading was read. Presented by Councilman Savage, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Newell, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, Van Winkle, and Savage; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-37 was declared passed and in full force and effect as Ordinance No. 2015-4099, subject to Mayoral veto.

MAYOR'S COMMUNICATIONS:

Citizens Appreciation Night is May 14th at Memorial Station. Free hot dogs. If it is rained out it will be a week later.

The West Gate Missouri Municipal League meeting is May 28th hosted by Kansas City. RSVP to the City Clerk by May 22nd.

Lou Wilckens a long time Belton teacher passed away and his funeral is tomorrow at 11:00 at the Belton Christian Church.

CITY MANAGER'S REPORT:

Jeff Fisher, Public Works Director, gave a progress report on some public works projects:

- Raised the bowl on new water tank at Markey Park. Project is slightly ahead of schedule – it's a big milestone.
- The Wastewater treatment plant project loan closing will be done early June. The notice to proceed will be about the same time.
- Phase 2 of water projects will be advertised next week and completed by the end of year or early next year – it's for the Markey Road and Holmes Road booster pump stations.
- The cost share program is going well. We have two paid and two complete, 2 that are signed and scheduled and 6 that we are waiting on.

Mayor Davis said it would be interesting to have the data on which wards are getting most hits. Councilman Trutzel said he has received positive comments from some citizens. He said this program is a good deal for citizens. Mr. Fisher said information on the program can be found on the public works website.

Mayor Davis asked how long it will take to fill the new 3 mil gallon water tower. Mr. Fisher said about 4-5 nights.

Mayor Davis said he is also pleased with all the work being done cleaning up the old ammunition dump.

Mr. Trivitt mentioned the possibility of canceling the work session next week. He said there is not a strong need for one.

Councilman Lathrop moved to cancel the May 19, 2015 work session. Councilman Trutzel seconded. All present voted in favor. Councilman Hoag absent.

Chief Person said that Belton's graduation is Saturday and Belton Cares and the Police sponsor the all night grad party at the community center. He reminded people if they are going to party to do so safely. It costs about \$14,000-\$15,000 to put on the after grad party including all the prizes.

Discussion of recycling bins on City property.

Mr. Trivitt said there was a report last week about possibility of locating the recycling containers at Fire Station #2. If that is still the wish of the Council we will need a motion from Council to locate them there.

Councilman Trutzel moved to approve locating the recycling bins at Fire Station #2. Councilman Von Behren seconded. All presented voted in favor. Councilman Hoag absent. Motion carried.

Councilman Trutzel asked if it is possible to get a code enforcement report that lists the number of complaints, tickets, etc. Chief Person said that report was included in the annual police report. Councilman Trutzel asked if they could get a monthly report. Chief Person said he will look into it.

At 7:34P.M. **Councilman Lathrop moved to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and to discuss matters pertaining to leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2,** and that the record be closed. Councilman Trutzel seconded. The following vote was recorded; Ayes: 8, Mayor Davis, Councilmen Trutzel, Fletcher, Lathrop, Von Behren, Savage, Newell, and Van Winkle; Noes: None; Absent: 1, Councilman Hoag.

The Council returned from executive session at 8:09 P.M. Being no further business, Councilman Savage moved to adjourn the meeting. Councilman Lathrop seconded. All present voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV
B

THE ATTACHED REPORT REPRESENTS A TRUE AND ACCURATE COPY OF COURT PROCEEDINGS HELD

**COURT DATES: 4/1/15; 4/8/15; 4/15/15;
4/22/15; 4/29/15**


MUNICIPAL JUDGE

5/4/15
DATE

**IN ACCORDANCE WITH COURT OPERATING RULE 4.29
THE ATTACHED MUNICIPAL DIVISION SUMMARY
REPORT FOR MONTH OF APRIL 2015 WAS PRESENTED
AND REVIEWED BY CITY COUNCIL AS REQUIRED.**

CITY CLERK

DATE

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

I. COURT INFORMATION		<input type="checkbox"/> Contact information same as last report	
Municipality:	Belton	Reporting Period: 4/2015	
Mailing Address: 7001 E. 163rd St. Belton 64012		Software Vendor Tyler Technologies	
Physical Address: 7001 E. 163rd St. Belton 64012		County: CASS COUNTY	Circuit: 17
Telephone Number (816) 331-2798		Fax Number: (816) 348-4439	
Prepared by: Laura Ellis	E-mail Address: beltoncourts@beltonpd.org	iNotes[X]	
Municipal Judge(s) CHARLES C. CURRY		Prosecuting Attorney: William Marshall	

II. MONTHLY CASELOAD INFORMATION	Alcohol and Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. cases (citations / informations) pending at start of month	69	2657	1323
B. cases (citations / informations) filed	8	477	285
C. cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)			
2. court / bench trial - GUILTY	0	1	3
3. court / bench trial - NOT GUILTY	0	82	3
4. plea of GUILTY in court	5	242	151
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	0	214	30
6. dismissed by court	0	1	8
7. <i>nolle prosequi</i>	4	38	48
8. certified for jury trial (not heard in the Municipal Division)	0	1	0
9. TOTAL CASE DISPOSITIONS	9	579	243
D. cases (citations / informations) pending at end of month <i>[pending caseload = (A + B) - C9]</i>	68	2555	1365
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (Pre and Post Disposition)			IV. PARKING TICKETS
1. # issued during reporting period	333	333	# issued during period
2. # served/withdrawn during reporting period	247	247	0
3. # outstanding at end of reporting period	1388	1388	<input checked="" type="checkbox"/> Court staff does not process parking tickets

V. NET DISBURSEMENTS			
Fines	\$67,519.52	Restitution	0
Clerk/Court Fee (costs)	\$5,933.83	Parking ticket revenue (including penalties)	0
Judicial Education Fund (JEF) <input type="checkbox"/>	0	Bond forfeitures (paid to city)	\$3,580.50
Peace Officer Standards and Training (POST) Commission surcharge	\$502.33	Bond refunds	0
Crime Victims Compensation (CVC) Fund surcharge	\$3,765.66	Total Other disbursements <small>Use the Supplemental to itemize and enter the total here</small>	\$220.00
Law Enforcement Training (LET) Fund surcharge	\$992.63		
Domestic Violence Shelter surcharge	\$994.00		
Inmate Prisoner Detainee Security Fund surcharge	\$994.00	Total Disbursements	\$86,000.50
Sheriffs' Retirement Fund surcharge	\$1,498.03		

MUNICIPAL DIVISION SUMMARY REPORTING FORM
Supplemental

Section V. NET DISBURSEMENTS

Total Other disbursements. Enter additional surcharges and/or fees disbursed by the court not listed on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. Use additional forms if necessary and enter the total on the Total Other disbursements line on the MUNICIPAL DIVISION SUMMARY REPORTING FORM. (Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.)

Other Disbursements	\$	\$ Amount
RETURN CHECK FEE	\$	\$20.00
DWI RECOVERY COST	\$	\$200.00
Total for Other Disbursements	\$	\$220.00
Include this total amount under total Other disbursements on Municipal Division Summary Report		

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BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

facsimile transmittal

To: STATISTICS SECTION Fax: 573-526-0338
From: Laura Ellis Date: 5/4/2015
Re: MUN DIV REPORTING FORM Pages: **3** INCL THIS PAGE
CC:

Urgent For Review Please Comment Please Reply Please Recycle

ATTACHED IS THE APRIL 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD APRIL 1, 2015 THROUGH APRIL 30, 2015 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2798

**THANK YOU,
LAURA ELLIS**

.....

MEMORY TRANSMISSION REPORT

TIME : 05-05-'15 12:17
FAX NO.1 : 816-331-3179
NAME : Belton Mun. Court

FILE NO. : 247
DATE : 05.05 12:16
TO : OSCA STATE RPT
DOCUMENT PAGES : 3
START TIME : 05.05 12:16
END TIME : 05.05 12:17
PAGES SENT : 3
STATUS : OK

*** SUCCESSFUL TX NOTICE ***

BELTON MUNICIPAL COURT
7001 E 163RD ST
BELTON, MO 64012
816-331-2798 phone
816-331-3179 fax

To: STATISTICS SECTION	Fax: 573-526-0338
From: Laura Ellis	Date: 5/4/2015
Re: MUN DIV REPORTING FORM	Pages: 3 <i>INCL THIS PAGE</i>
CC:	
<input type="checkbox"/> Urgent <input type="checkbox"/> For Review <input type="checkbox"/> Please Comment <input type="checkbox"/> Please Reply <input type="checkbox"/> Please Recycle	

ATTACHED IS THE APRIL 2015 MUNICIPAL DIVISION REPORTING FORM FOR THE PERIOD APRIL 1, 2015 THROUGH APRIL 30, 2015 FOR THE BELTON MUNICIPAL COURT.

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE COURT OFFICE AT (816)331-2788

**THANK YOU,
LAURA ELLIS**

CONFIDENTIAL



My Filed Or Closed Cases Listing

Belton

5/4/2015 4:05:24 PM

Totals For Filed Date From 04/01/2015 To 04/30/2015

Posted Fee Totals For Transaction Date From 04/01/2015 To 04/30/2015

Violations By Filed Date

City Ordinance	243
IPMC CODE	18
MOVING TRAFFIC	389
Parking	2
Traffic	116
UNIFIED DEVELOPMENT CODE	2
Total Violations Filed:	770

Violations Completed-Paid Fines By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	25
MOVING TRAFFIC	148
Parking	2
Traffic	68
CL	243
Total Violations Completed-Paid Fines:	243

Violations Completed-Before Judge By Filed Date

CL-CLOSED FOUND GUILTY

City Ordinance	103
IPMC CODE	5
MOVING TRAFFIC	105
Traffic	140
UNUSED	2
CL	355

DI-CLOSED BY SIS



My Filed Or Closed Cases Listing

Belton

5/4/2015 4:05:24 PM

Totals For Filed Date From 04/01/2015 To 04/30/2015

Posted Fee Totals For Transaction Date From 04/01/2015 To 04/30/2015

Violations Completed-Before Judge By Filed Date

City Ordinance	2	
MOVING TRAFFIC	10	
Traffic	1	
DI		13

DP-Dismissed by Prosecutor

City Ordinance	31	
IPMC CODE	1	
MOVING TRAFFIC	29	
Parking	2	
Traffic	6	
DP		69

DW-DISMISSED NO WITNESS

City Ordinance	6	
DW		6

DX-FOUND NOT GUILTY AT TRIAL

City Ordinance	3	
MOVING TRAFFIC	78	
Traffic	4	
DX		85

Total Violations Completed-Before Judge: 528

Violations Completed-Other By Filed Date

DO-DISMISSED BY OFFICER

City Ordinance	7	
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My Filed Or Closed Cases Listing

Belton

5/4/2015 4:05:24 PM

Totals For Filed Date From 04/01/2015 To 04/30/2015

Posted Fee Totals For Transaction Date From 04/01/2015 To 04/30/2015

Violations Completed-Other By Filed Date

IPMC CODE	8
DO	15

DS-DISMISSED STATE CHARGES

City Ordinance	1
MOVING TRAFFIC	5
DS	6

DW-DISMISSED NO WITNESS

City Ordinance	1
DW	1

VD-Voided Docket

IPMC CODE	1
MOVING TRAFFIC	1
VD	2

Total Violations Completed-Paid Fines: 24

Total Violations Completed-Paid Fines:	243
Total Violations Completed-Before Judge:	528
Total Violations Completed-Before Jury:	0
Total Violations Completed-Before Teen Court:	0
Total Violations Completed-Other:	24
Total Violations Completed:	795
Total Violations Filed:	770
Net Difference Filed - Completed:	-25

Warrants Issued



My Filed Or Closed Cases Listing

Belton

5/4/2015 4:05:24 PM

Totals For Filed Date From 04/01/2015 To 04/30/2015

Posted Fee Totals For Transaction Date From 04/01/2015 To 04/30/2015

City Ordinance	168		
MOVING TRAFFIC	99		
Parking	1		
Traffic	63		
UNUSED	2		
Total Warrants Issued:	333	Total Violations:	333

Warrants Cleared

City Ordinance	108		
MOVING TRAFFIC	90		
Parking	1		
Traffic	48		
Total Warrants Cleared:	247	Total Violations:	247

Total Warrants Issued:	333
Total Warrants Cleared:	247
Net Difference:	86

Violations Completed-Other Paid By Filed Date

AJ-SUSPENDED IMPOSITION OF SENTEN

IPMC CODE	2		
MOVING TRAFFIC	3		
AJ		5	

AP-Appealed

City Ordinance	1		
MOVING TRAFFIC	2		
AP		3	



My Filed Or Closed Cases Listing

Belton

5/4/2015 4:05:24 PM

Totals For Filed Date From 04/01/2015 To 04/30/2015

Posted Fee Totals For Transaction Date From 04/01/2015 To 04/30/2015

Violations Completed-Other Paid By Filed Date

BW-FTA ISSUED

MOVING TRAFFIC	2	
Traffic	2	
BW		4

CD-Completion date for school(s)

City Ordinance	3	
MOVING TRAFFIC	2	
CD		5

CL-CLOSED FOUND GUILTY

MOVING TRAFFIC	1	
CL		1

CN-Continued Arraignment

City Ordinance	3	
MOVING TRAFFIC	9	
Parking	6	
Traffic	2	
CN		20

IA-Initial Arraignment

MOVING TRAFFIC	1	
IA		1

IJ-IN JAIL

City Ordinance	1	
IJ		1



My Filed Or Closed Cases Listing

Belton

5/4/2015 4:05:24 PM

Totals For Filed Date From 04/01/2015 To 04/30/2015

Posted Fee Totals For Transaction Date From 04/01/2015 To 04/30/2015

Violations Completed-Other Paid By Filed Date

PP-Payment plan

City Ordinance	29
IPMC CODE	2
MOVING TRAFFIC	20
Traffic	2
PP	53

RS-RESTITUTION DUE

City Ordinance	1
RS	1

SC-SHOW CAUSE HEARING

City Ordinance	1
SC	1

VS-DIVERSION

City Ordinance	11
IPMC CODE	2
MOVING TRAFFIC	1
VS	14

WI-Warrant Issued

City Ordinance	1
MOVING TRAFFIC	2
WI	3

Total Violations Completed-Other Paid: 112



My Filed Or Closed Cases Listing

Belton

5/4/2015 4:05:24 PM

Posted Fee Totals For Transaction Date From 04/01/2015 To 04/30/2015

Fee Code	Fee Description	Paid
BF (84)	BOND FORFEITURE	\$3,580.50
CC (76)	COURT COSTS	\$4,938.33
CN (CA)	COURT NOTIFCATION AUTOMATION	\$969.67
CVC2 (74)	CRIME VICTIMS CITY	\$183.89
CVS2 (CV)	CRIME VICTIMS STATE	\$3,581.77
DM (82)	DOMESTIC VIOLENCE	\$994.00
DWI (77)	DWI RECOVERY COST	\$200.00
FINE (76)	FINE	\$66,549.85
ILFC (83)	ILF- CITY	\$995.50
IS (IS)	INMATE SECURITY FUND	\$994.00
RTNCK (CRF)	RETURN CHECK FEE	\$20.00
SR (SR)	SHERIFF RETIREMENT	\$1,498.03
TFC (78)	TRAINING FUND CITY	\$992.63
TFS (81)	TRAINING FUND STATE	\$502.33

Report Totals: \$86,000.50

SECTION VI
B

BILL NO. 2015-38

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING THE FINAL PLAT OF AUTUMN WOODS, A MULTI-UNIT TOWNHOUSE DEVELOPMENT, LOCATED ON A 9.81-ACRE TRACT OF LAND, LOCATED ON THE NORTH SIDE OF MARKEY ROAD, DIRECTLY NORTH OF BELTON AVENUE, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, it is the Planning Commission's responsibility to review and approve, approve conditionally or disapprove plats within a reasonable time after submission; and

WHEREAS, the Final Plat was hereby reviewed by staff and duly presented to the Belton Planning Commission at a regular meeting held on May 18, 2015; and

WHEREAS, the Belton Planning Commission voted unanimously to recommend approval of the Final Plat of Autumn Woods, to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, CASS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. That the Final Plat of Autumn Woods, a multi-unit townhouse development on a 9.81-acre tract of land, located on the north side of Markey Road, directly north of Belton Avenue, in the City of Belton, Cass County, Missouri is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval.

Duly read two (2) times and passed this 26th day of May, 2015.

Approved this 26th day of May, 2015.

Mayor Jeff Davis

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 26th day of May, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 26th day of May, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

RESOURCES	
NO.	DESCRIPTION
1	...
2	...
3	...
4	...

LEGEND
 ...
 ...
 ...

PROPERTY INFORMATION
 ...
 ...
 ...

TITLE COMMITMENT
 ...
 ...
 ...



SCALE 1" = 20'
 ...
 ...

FINAL PLAT OF
AUTUMN WOODS / R-3 P.U.D.
 A REPLAT OF LOTS 2, 3, 4 & 5, BLOCK 5, NEFF LAKES
 SOUTHEAST QUARTER OF SECTION 02, TOWNSHIP 46 NORTH, RANGE 33 WEST
 BELTON, CASS COUNTY, MISSOURI



LAND DESCRIPTION
 The property shown on this plat is located in the Southeast Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri. The property is bounded by the Northeast Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the north, the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the south, the Northwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the east, and the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the west. The property is bounded by the Northeast Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the north, the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the south, the Northwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the east, and the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the west.

LEGAL DESCRIPTION
 The property shown on this plat is located in the Southeast Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri. The property is bounded by the Northeast Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the north, the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the south, the Northwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the east, and the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the west. The property is bounded by the Northeast Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the north, the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the south, the Northwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the east, and the Southwest Quarter of Section 02, Township 46 North, Range 33 West, Belton, Cass County, Missouri to the west.

WARRANTY
 The land shown on this plat is owned by ...
 ...
 ...

...	...
...	...
...	...
...	...
...	...

HUFFMAN LAND SURVEYORS, LLC
 PO Box 661
 Raymore, MO 64083
 Office: (816) 322-4544 Fax: (816) 331-4030
 Email: huffmanm@swbell.net

FINAL PLAT
 AUTUMN WOODS
 MARKEY ROAD
 BELTON, MO 64012

Sheet 1 of 1



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: May 26, 2015
ASSIGNED STAFF: Robert G. Cooper, City Planner

DEPARTMENT: Community Planning and Development

Table with 4 columns: Ordinance (checked), Agreement, Resolution, Discussion, Consent Item, FYI/Update, Change Order, Public Hearing.

CASE #FP14-09 & FDP14-09

Consideration of Final Plat and Final Development Plan approval for Autumn Woods, a 9.81-acre, multi-family housing development, located on the north side of Markey Road, directly north of Belton Avenue.

BACKGROUND

DTR Properties, LLC, (current land owner/developer) is proposing to develop this 9.81-acre tract of land. The property is currently zoned R-3 (Multi-Family Residential). The developer is also requesting a Planned Unit Development (PUD) designation, which allows flexibility in the design of buildings, yards, courts, and circulation in exchange for the provision of common open-space, amenities, and design excellence.

The developer is prepared to move forward with the project. The Planning Commission had originally approved their preliminary plat and development plan for this multi-family residential apartment project on March 16, 2015. The final plat and development plan are consistent with the preliminary plat and development plan.

The primary and only access to the development will be from Markey Road, which runs east and west from North Scott Avenue to Westover Road.

REVIEW

The project consists of three (3) phases of development, with a 101 residential units available at the build-out phase. Phase I will commence in spring 2015, with 29 units completed. Phase II is estimated to begin in spring 2017, with an additional 27 units completed. Lastly, Phase III will begin during the fall 2018, with the final 45 units being constructed.

The City's future land use map identifies this as high density residential, with multi-family residential apartments as a permitted use by-right along this high density corridor.

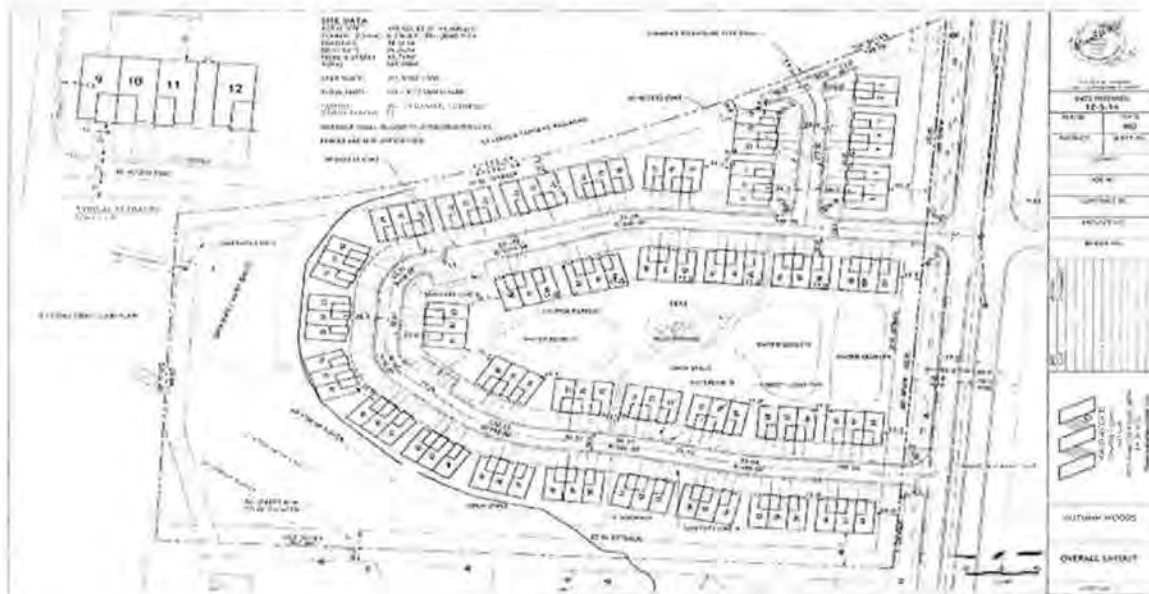
The primary access to the development will be from Markey Road and North Scott Avenue from the east and from Westover and Markey Road from the west.

The developer is requesting that the streets be private, the waterlines and the sanitary sewer will be public.

PROPOSED PROJECT DEVELOPMENT

Design Intent: The developer indicates the design intent is a two-story, Tri-Plex dwelling unit with approximately 1,290-square feet of living space per unit, complete with on-site amenities. Building façade exterior material will be a stone-wood face.

At build-out, there will be thirty-one (31) building clusters, each cluster will consist of three (3) dwelling units with a total of one-hundred one (101) individual dwelling units



PROPOSED DEVELOPMENT PHASE

Phase One/ Construction begins Spring 2015:

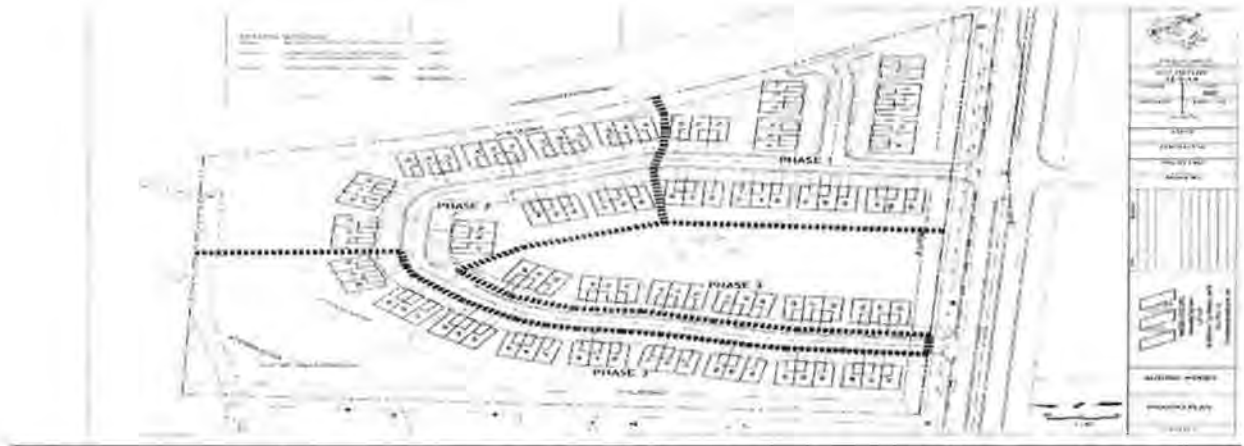
Ten (10) building clusters, with twenty-nine (29) dwelling units.

Phase Two / Construction begins Spring 2017:

Nine (9) building clusters, with twenty-seven (27) dwelling units...(includes the completion of the internal private street.)

Phase Three / Construction begins Fall 2018:

Fifteen (15) building clusters, with forty-five (45) dwelling units.



Basic Site Design Criteria

- a) The form and proportion of buildings shall be consistent or compatible in scale, form, proportion, and design with others on the site;
- b) Buildings shall connect to sidewalks and other pedestrian connections within the site and to adjacent sites;
- c) Other site features must be reasonably compatible within the development, including signage materials or design and landscape location and design;
- d) Parking must be arranged within the site in such a way that all areas of the site may be accessed safely by pedestrians.
- e) The developer has committed that all proposed storm sewer will be designed to convey the 100-year storm event.
- f) The master water meter is consistent with staff's recommendations which will be included in the final Development Agreement with the City.

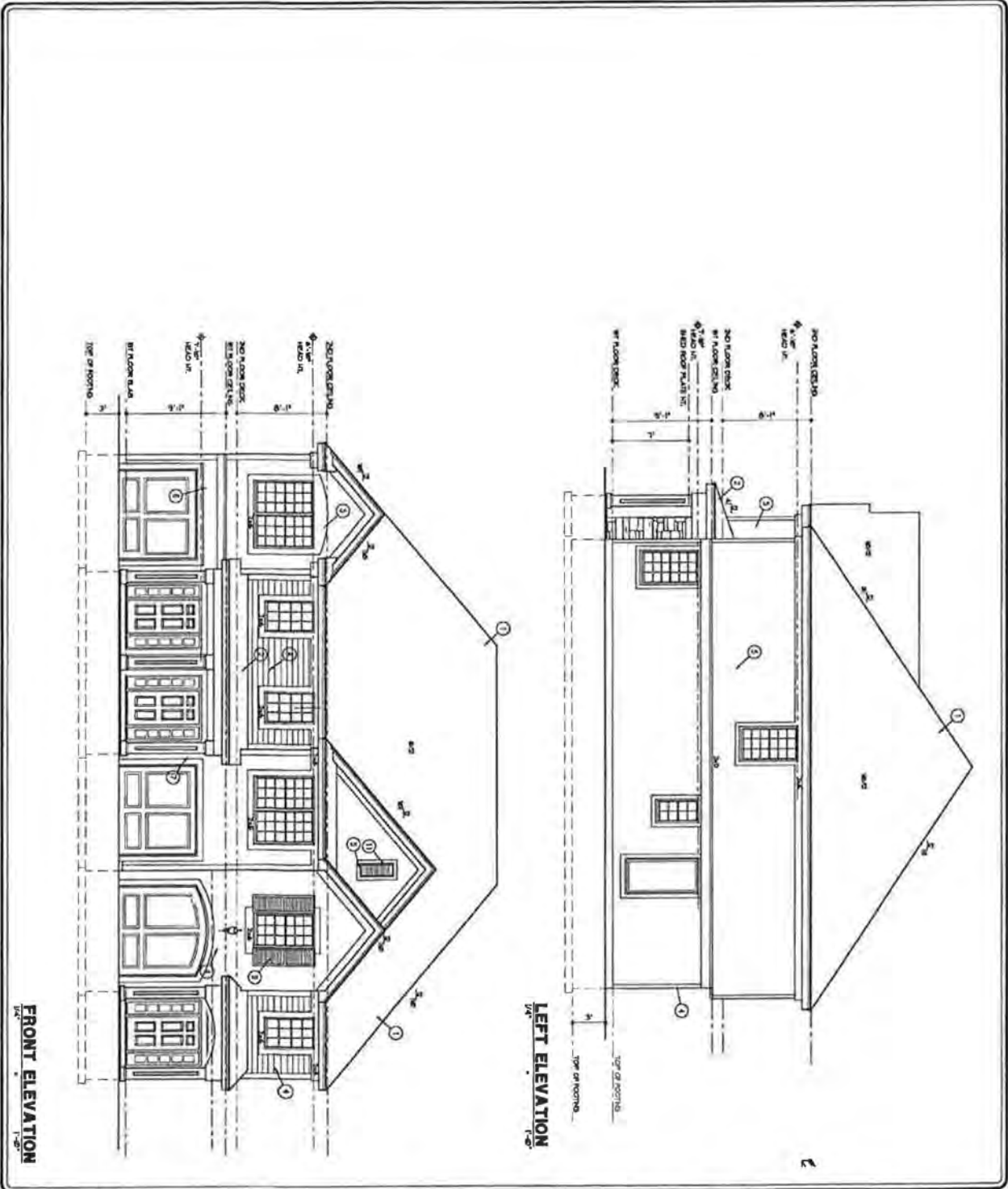
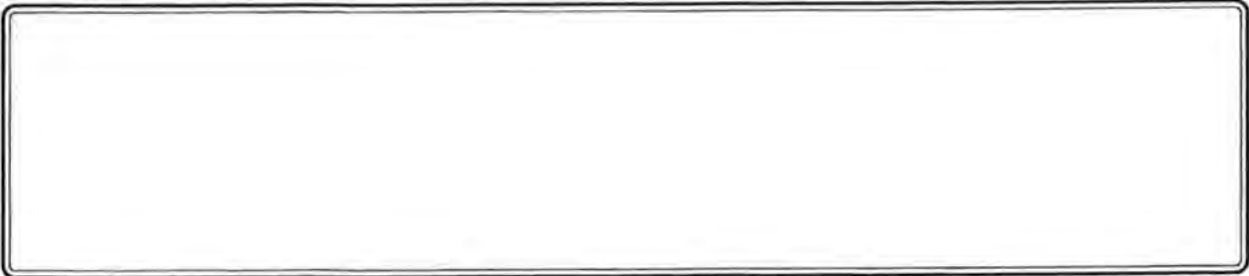
NOTE: Pursuant to Section 36-37 of the Unified Development Code, If a final plat is not recorded within one year of the date of the Planning Commission's approval of the final plat, the approval shall become null and void and a new final plat must be submitted to the commission and the governing body for their consideration. No building shall be occupied until the final plat has been recorded with the Cass County Recorder's Office.

PLANNING COMMISSION RECOMMENDATION: Approve the Final Plat and Final Development Plan as proposed. The Planning Commission met on May 18, 2015 and considered the request for Final Plat and Final Development plan approval, and following staff presentation and discussion, the Planning Commission voted unanimously (8-0) to approve both applications. A development agreement that stipulates long term maintenance responsibilities will be presented before the Council as a separate item during the submission of construction documents.

ATTACHMENTS

1. Final Plat

2. Final Development Plan
3. Building Elevations



A5

Project No. 14-11-14
Date: 7-1-14
Drawn by: [Name]

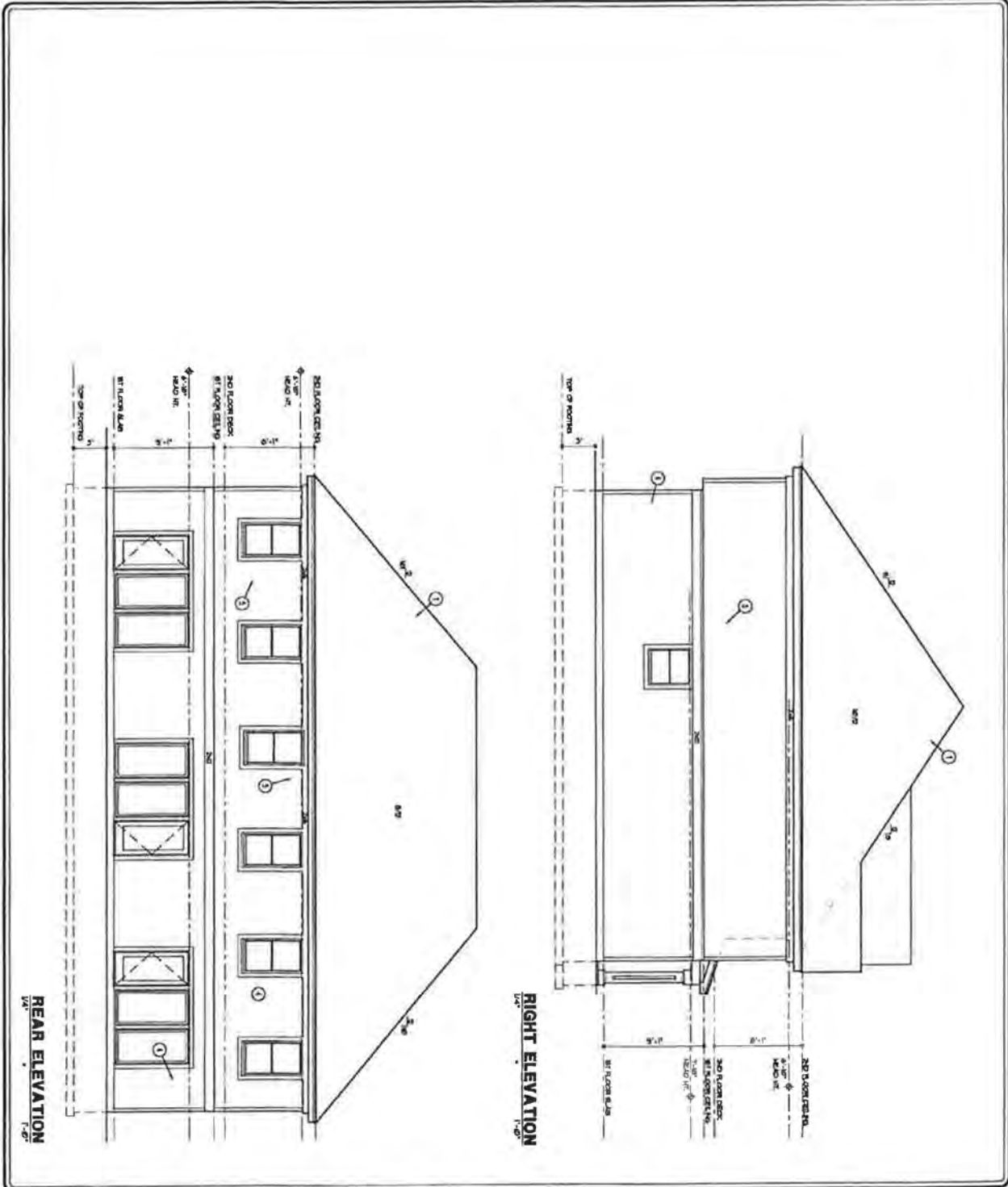
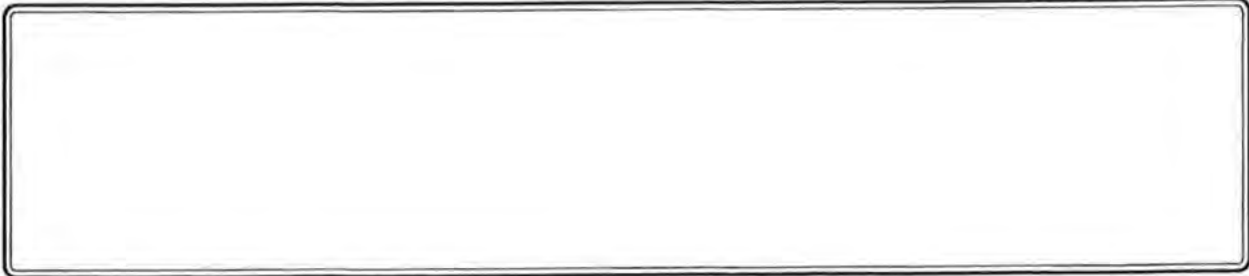


TERRACAP MANAGEMENT
100 SHEPPARD AVE. EAST #302 416-918-3040
TORONTO, ONTARIO M2N6N5

AUTUMN WOODS
BELTON, MO
[Small text below]

Webster ARCHITECTS
2025 W. VALLEY PARKWAY
SUITE 101
OLATHE, MO 64661-6426
PHONE: 816-380-4000
FAX: 816-380-4004
www.WebsterArchitects.com

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SECTION VI
C

BILL NO. 2015-39

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING A FINAL DEVELOPMENT PLAN FOR AUTUMN WOODS, A MULTI-UNIT TOWNHOUSE DEVELOPMENT, ON A 9.81-ACRE TRACT OF LAND, LOCATED ON THE NORTH SIDE OF MARKEY ROAD, DIRECTLY NORTH OF BELTON AVENUE, CITY OF BELTON, CASS COUNTY, MISSOURI.

WHEREAS, it is the Planning Commission's responsibility to review and approve, approve conditionally or disapprove development plans within a reasonable time after submission; and

WHEREAS, the Final Development Plan was hereby reviewed by staff and duly presented to the Belton Planning Commission at a regular meeting held on May 18, 2015; and

WHEREAS, the Belton Planning Commission voted unanimously to recommend approval of the Final Development Plan for Autumn Woods, a multi-unit townhouse development, to the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, CASS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. That the Final Development Plan for Autumn Woods, a multi-unit townhouse development, located on the north side of Markey Road, just north of Belton Avenue, in the City of Belton, Cass County, Missouri, is hereby accepted and approved and that the appropriate city officials are hereby authorized to execute same.

Section 2. That all ordinances or parts of ordinances in conflict with the provisions hereof are hereby repealed.

Section 3. That this ordinance shall be in full force and effect from and after its passage and approval.

Duly read two (2) times and passed this 26th day of May, 2015.

Mayor Jeff Davis

Approved this 26th day of May, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 26th day of May, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 26th day of May, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SITE DATA
 TOTAL SITE 479,502.83 SF (11,008 ac)
 CURRENT ZONING R-3 MULTI/TRI/QUAD PLEX
 BUILDINGS 98,003 SF
 DRIVEWAYS 26,760 SF
 PRIVATE STREET 43,735 SF
 TOTAL 167,998 SF

OPEN SPACE 311,504 SF + 65K
 TOTAL UNITS 101 = 9.17 UNITS/ACRE
 PARKING 202 1-GARAGE, 1 DRIVEWAY
 VISITOR PARKING 13

SIDEWALK SHALL BE CONSTRUCTED ON BOTH SIDES
 FENCES ARE NOT ANTICIPATED

LEGEND

○ STREET LIGHTS (PRIVATE) CONNECT TO FUTURE CITY TRAIL
 ○ FIRE HYDRANTS

- NOTE:**
1. 4' SIDEWALKS TO BE INSTALLED ON BOTH SIDES OF PRIVATE STREET
 2. VISITOR PARKING AREA TO HAVE CURB AND ASPHALT SURFACE PARKING STALLS WITH STRIPING

TYPICAL SETBACKS
 SCALE 1"=20'

STEVEN M. WANGER
 MO. LICENSE NO. 1-00071

DATE PREPARED:
 5-7-15

ROUTE	STATE
DISTRICT	MO
SHEET NO.	
COUNTY	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

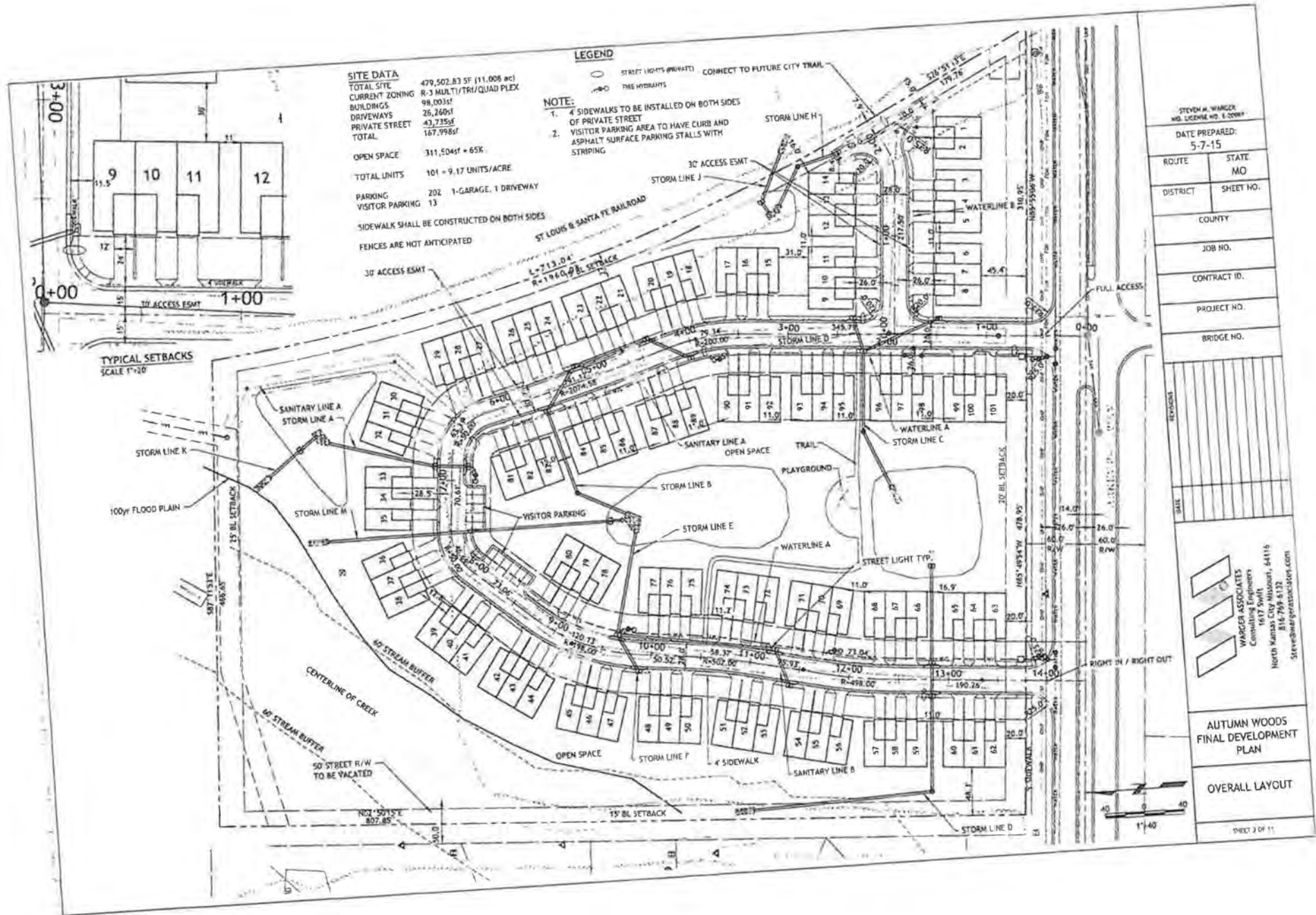
REVISION
DATE
BY
CHKD
APPD

WANGER ASSOCIATES
 Consulting Engineers
 1617 Swift
 North Kansas City Missouri, 64119
 816-799-8132
 Steve@wangerassociates.com

AUTUMN WOODS
 FINAL DEVELOPMENT
 PLAN

OVERALL LAYOUT

PROJECT 3 OF 11



SECTION VI
D

BILL NO. 2015-40

ORDINANCE NO. 2015-

AN ORDINANCE ACCEPTING A COOPERATIVE AGREEMENT WITH THE MID-AMERICA REGIONAL COUNCIL FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM IN THE AMOUNT OF \$4,800.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

Section 1. That a Cooperative Agreement in the amount of \$4,800 with the Mid-America Regional Council is hereby approved and the Mayor is authorized and directed to execute the Agreement on behalf of the City. A copy of the Agreement shall be attached and considered a part of this ordinance.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this ____ day of _____, 2015.

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 26, 2015

DIVISION: Engineering / Transportation

COUNCIL: Regular Meeting Work Session Special Session

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input checked="" type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The City of Belton has worked with MARC the past several years in an effort to become part of a regional arterial traffic coordination system known as Operation Green Light (OGL). The City has been unable to participate to this point because the signals did not have the available communication fiber needed because of fiber ownership concerns between Belton and MoDOT. This has since been resolved and the communication fiber has been connected.

It is Staff's recommendation to become a member agency of Operation Green Light and to work with the OGL staff in establishing a coordinated traffic corridor along 163rd between 58 highway and Cornerstone Drive, including Markey Parkway between Mullen Road and 163rd Street. In addition, by becoming a member agency it will allow us the ability to improve efficiency, air quality, and monetary savings due to a consolidated management approach. We will also have the ability to check signals and timings remotely.

PROPOSED CITY COUNCIL MOTION:

An Ordinance accepting a Cooperative Agreement with the Mid-America Regional Council for funding operations of Operation Green Light Traffic Control System in the amount of \$4,800

BACKGROUND:

MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Gladstone, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies).

This program is funded 50% from the federal government and 50% through the participating agencies. The total cost to a member agency is \$800 per signal per year. Currently, the City of Belton has 4 signals available for this program with only 6 months remaining in OGL's contract cycle so the City's portion would cost \$1,600.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:		MARC / Operation Green Light
Amount of Request/Contract:	\$	4,800
Amount Budgeted:	\$	FY2016 \$1,600 / FY2017 will budget \$3,200
Funding Source:		225-0000-400-2015
Additional Funds:	\$	n/a
Funding Source:		n/a
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends approval of the ordinance. First read May 26, 2015; Second read June 9, 2015

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance

OGI Cooperative Agreement with Exhibits

**COOPERATIVE AGREEMENT
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROL SYSTEM (this "Agreement") is made and entered into this ___ day of _____, 2015 by and between Mid-America Regional Council ("MARC") and the City of Belton, Missouri, a Constitutionally Chartered Municipal Corporation, (the "City").

WHEREAS, the Mid-America Regional Council performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (hereafter, the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light", for the Kansas City Urban Area including facilities under the jurisdiction of the Missouri Department of Transportation, the Cities of Belton, Gladstone, Independence, Kansas City, Lee's Summit, Liberty, North Kansas City, Raymore in Missouri and the jurisdiction of the Kansas Department of Transportation, the Cities of Bonner Springs, Fairway, Lansing, Leavenworth, Leawood, Lenexa, Merriam, Mission, Mission Woods, Olathe, Overland Park, Prairie Village, Shawnee, Westwood and the Unified Government of Wyandotte County/Kansas City in Kansas (collectively, the Member Agencies); and

WHEREAS, the Strategic Plan 2013-2016 established the vision, mission, objectives and goals of the program; and

WHEREAS, improvement in traffic operational efficiency, air quality and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

WHEREAS, the Member Agencies and MARC desire to obtain a Regional Traffic Control System, hereinafter defined, for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center; and

WHEREAS, Member Agencies in Missouri are authorized pursuant to the provisions of Article VI, Section 16 of the Missouri Constitution and Sections 70.210 et. seq. of the Revised Statutes of Missouri to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

WHEREAS, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System; and

NOW, THEREFORE, in consideration of the covenants and conditions herein set forth, MARC and the City (collectively, the "Parties") mutually agree as follows:

Sec. 1. STATUTORY AUTHORITY. Pursuant to the authority set forth in Article VI, Section 16 of the Missouri Constitution and Section 70.210 et. seq. R.S.Mo the parties enter into this Agreement to operate a Regional Traffic Control System, hereinafter defined, for the

purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a single Regional Traffic Management Center.

Sec. 2. DEFINITIONS. As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein, the following words shall have the meanings set forth herein:

Exhibit 1 – Steering Committee Document

Exhibit 2 – Scope of Services

Exhibit 3 – Compensation

Exhibit 4 – Insurance Requirements

Exhibit 5 – Ownership Matrix

Exhibit 6 – Concept of Operations

Communications Network – All telecommunication infrastructure between Regional Traffic Management Centers, and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

Jurisdictional Boundaries – the geographical boundaries of the governmental entities acting as political subdivisions of the states of Kansas and Missouri.

Jurisdictional Control Center – the site or location designated by the Member Agency containing various equipment, computer hardware and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

Member Agencies – Agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction and operations of the Regional Traffic Control System.

Private Firms – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2, attached hereto and incorporated herein by this reference.

Regional Traffic Control System - an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

Regional Traffic Management Center – the site or location designated by the Steering Committee containing various equipment, computer hardware and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the "TOC".

Steering Committee – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction and installation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies. The membership structure and policy are set forth in Exhibit 1, attached hereto and incorporated herein by this reference.

Traffic Signal Controller – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

Sec. 3. RESPONSIBILITIES OF PARTIES.

(a) MARC. MARC shall perform or cause to be performed the services set forth in Exhibit 2, which is attached hereto and incorporated herein by this reference.

(b) City. In addition to the obligations set forth in this Agreement, City, in its capacity as a Member Agency, shall also perform all the obligations set forth in the document entitled "OGL Concept of Operations: Roles and Responsibilities", which is attached hereto as Exhibit 6 and incorporated herein by this reference. Furthermore, City shall not interfere with MARC's exercise of its obligations under this Agreement, including, but not limited to, MARC's deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

Sec. 4. SHARE OF COSTS. Subject to the conditions set forth in this Agreement, the City will pay MARC an amount not to exceed **Four Thousand, Eight Hundred and 00/100 Dollars (\$4,800.00)** representing the City's share of the cost for the maintenance and operation of the Regional Traffic Control System as set forth in Exhibit 3, attached and incorporated herein by this reference. The "Operation Green Light Location/ Ownership Matrix" set forth in Exhibit 5 attached hereto and incorporated into this Agreement, identifies the location and ownership of the software, hardware and other components comprising the Regional Traffic Control System.

Sec. 5. SHARING INFORMATION. MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the City, and the City shall share information with MARC and the Member Agencies necessary for the on-going maintenance and operation of the Regional Traffic Control System.

Sec. 6. SEVERABILITY. Should any provision hereof for any reason be deemed or ruled illegal, invalid or unconstitutional by any court of competent jurisdiction, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

Sec. 7. AUTONOMY. No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

Sec. 8. EFFECTIVE DATE. The effective date of this Agreement shall be upon complete execution by the Parties.

Sec. 9. TERMINATION FOR CONVENIENCE. Either party to this Agreement may terminate this Agreement by giving 180 days' notice to the other Party. Financial obligations will be honored up to the effective date of termination. An agency that terminates this agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the agency terminating the agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Sec. 10. MERGER. This Agreement constitutes the entire agreement between City and MARC with respect to this subject matter.

Sec. 11. INDEPENDENT CONTRACTOR. MARC is an independent contractor and is not City's agent. MARC has no authority to take any action or execute any documents on behalf of City.

Sec. 12. COMPLIANCE WITH LAWS. MARC shall comply with and shall require its Private Firms to comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Sec. 13. DEFAULT AND REMEDIES. If MARC shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving MARC written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then MARC shall commence to cure within thirty (30) days.

Sec. 14. WAIVER. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of City, and forbearance or indulgence by City in any regard whatsoever shall not constitute a waiver of same to be performed by MARC to which the same may apply and, until complete performance by MARC of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Sec. 15. MODIFICATION. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City and MARC.

Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT. The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 17. AUDIT. The City shall have the right to audit this Agreement and all books, documents and records relating thereto. MARC shall maintain all its books, documents and records relating to this Agreement and any contract during the period of this Agreement and for three (3) years after the date of final payment of the contract or this Agreement, which ever

expires last. The books, documents and records shall be made available for the City's review within fifteen (15) business days after the written request is made.

Sec. 18. AFFIRMATIVE ACTION. MARC shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin, sex, disability, age, or sexual orientation. MARC shall require any third party firms it contracts with ("Private Firms") to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions the Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation (USDOT) relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this Agreement.

Sec. 19. ASSIGNABILITY OR SUBCONTRACTING. MARC shall not subcontract, assign or transfer any part or all of MARC's obligations or interests without City's prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of City, it shall constitute a material breach of this Agreement.

Sec. 20. CONFLICTS OF INTEREST. MARC shall require its Private Firms to certify that no officer or employee of City, or no spouse of such officer or employee, has, or will have, a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

Sec. 21. RULES OF CONSTRUCTION. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

Sec. 22. NOTICE: Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

City of Belton, Missouri
Attention: Jeff Fisher
506 Main Street
P.O. Box 230
Belton, MO 64012

MARC
Attention: Director, Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105

Sec. 23. GOVERNING LAW. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Missouri within

Cass County, Missouri, and in no other. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Sec. 24. GENERAL INDEMNIFICATION.

(a) To the extent allowed by law, MARC shall defend, indemnify, and hold harmless the City and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by MARC under this Agreement, caused by MARC, its employees, agents, subcontractors, or caused by others for whom MARC is liable. Notwithstanding the foregoing, MARC is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

(b) To the extent allowed by law, City shall defend, indemnify, and hold harmless MARC and any of its agents, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney fees, arising out of or resulting from any negligent acts or omissions in connection with the services performed by City under this Agreement, caused by the City, its employees, agents, subcontractors, or caused by others for whom the City is liable. Notwithstanding the foregoing, the City is not required under this section to indemnify MARC for the negligent acts of MARC or any of its agencies, officials, officers, or employees

Sec. 25. INDEMNIFICATION BY PRIVATE FIRMS. MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the City for the negligent acts of the City or any of its agencies, officials, officers, or employees.

Sec. 26. INSURANCE. MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4, which is incorporated herein by this reference; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

Sec. 27 INITIAL TERM; RENEWAL OF TERM. The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew if City provides written notice to MARC of its intention not to renew within 180 days prior to the expiration of the Term.

Sec. 28. CITY BUDGETING. City represents and warrants, to the best of its knowledge and after appropriate consultation, that the terms of this Agreement conform to the requirements of the Missouri Constitution, Article VI, Section 23, 26(a). City further represents and warrants that its chief administrative office, each year during the term of this Agreement, will submit to and advocate for approval by its governing body of a budget that includes amounts sufficient to pay the City's share of the OGL Operating Costs. City also represents and warrants that its governing body, each fiscal year during the term of this Agreement, will fully consider and make all good faith and reasonable efforts to adopt a budget, for each successive fiscal period during the term of this Agreement, that specifically identifies amounts sufficient to permit City to discharge all of its obligations under this Agreement. The City is obligated only to pay MARC Operating Costs required under this Agreement as may lawfully be made from such amounts.

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year herein written.

MID-AMERICA REGIONAL COUNCIL

By: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF JACKSON)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the Executive Director of Mid-America Regional Council (MARC) and that this foregoing instrument was signed and sealed in behalf of MARC by authority of its Board, and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of MARC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name _____
Notary Public - State of Missouri
Commissioned in Jackson County

My commission expires:

CITY OF BELTON, MISSOURI

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney

Financial Certification

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which the above amount is chargeable and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the above obligation and that the account has been encumbered by the estimated amount set forth above for the purpose described hereon.

Director of Finance for the City of Belton

ACKNOWLEDGMENT

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ____ day of _____, 2015, before me, the undersigned, a Notary Public, appeared _____, to me personally known, or proved to me on the basis of satisfactory evidence, who, being by me duly sworn, did say that he is the _____ of the City of Belton, Missouri, and that the foregoing instrument was signed and sealed on behalf of the City of Belton and said officer acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Printed Name _____
Notary Public - State of Missouri
Commissioned in Cass County

My commission expires:

EXHIBIT 1

OPERATION GREEN LIGHT COMMITTEE

Role, Responsibility, and Organizational Structure

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including:* Approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: Amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

Participating Agency Non-Funding Agency in Bold	Membership (voting)
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1

MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1
Olathe	1
Overland Park	1
Prairie Village	1
Raymore	1
Shawnee	1
Unified Government/KCK	1
Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.

- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any **six** of the voting members of the Steering Committee, including at least **one** member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the

meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

EXHIBIT 2

SCOPE OF WORK

1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

3. Operations and Maintenance

3.1. Computer Software and Databases

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

3.2. Computer Network

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

3.3. Field Communications System

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

3.4. Traffic Signal Controllers

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

**EXHIBIT 3
COMPENSATION**

- A. The amount the City will pay MARC under this contract will not exceed **Four Thousand, Eight Hundred and 00/100 Dollars (\$4,800.00)**. This amount represents the City share of the total project cost as shown in Table 1 of this Exhibit. City shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

Table 1 Operation Green Light Program Annual Operations Costs			
Annual Operating Cost per Signal			\$1,600
Total Agency Signals in OGL			4
Total Agency Unsubsidized Annual cost			\$6,400.00
Cost per Year Subsidized			
Year	Federal Percentage	Annual Cost	Local Agency Cost
2015(half year)	50%	\$3,200.00	\$1,600.00
2016	50%	\$6,400.00	\$3,200.00
Total			\$4,800.00

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by MARC, City may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due City from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.
- D. City is not liable for any obligation incurred by MARC except as approved under the provisions of this Contract.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required by the City during the term of this Agreement, MARC shall obtain and shall cause the Private Firms to obtain such additional insurance; provided, however, the cost of the additional insurance shall be paid by the City. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$100,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

<u>Professional Liability Minimum</u>	<u>Fee Minimum Limits</u>
Less than \$25,000	\$100,000
\$25,000 or more, but less than \$50,000	\$500,000
\$50,000 or more	\$1,000,000

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm's failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

EXHIBIT 5

Operation Green Light Location / Ownership Matrix

Component	Location	Purchased By	Owned By	Maintained By	Comments
Software/Firmware					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
Computer Hardware					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
Field Hardware					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extension of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
Miscellaneous					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

* MARC /maintained components to be maintained by joint-funded agreement

Exhibit 6

OGL Concept of Operations: Roles and Responsibilities

Introduction

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

Signal Timing

Initial Deployment of Regional Timing Plans

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
 - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
 - Critical intersections of a corridor
 - An initial common corridor cycle length for each of the plans identified (i.e. am,

pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
 - phase sequencing
 - splits
 - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
 - Review the regional timing plans developed
 - Review any software models developed
 - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency **OR** will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

Providing Maintenance Timing Plans

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary **OR** the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC **OR** MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

Incident Management

The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

Citizen Complaints

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

Dispute Resolution

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

Emergency Provisions

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

Field Communication Operation and Maintenance

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.

Controller Upgrades and Work inside the Traffic Controller Cabinet

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

Technical Support for OGL Computer Network

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

The Traffic Operations Center

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.

SECTION VI
E

BILL NO. 2015-41

ORDINANCE NO. _____

OF THE

CITY COUNCIL

OF THE

CITY OF BELTON, MISSOURI

PASSED MAY 26, 2015

AUTHORIZING:

NOT TO EXCEED \$13,977,000

**SEWERAGE SYSTEM REVENUE BONDS
(STATE OF MISSOURI - DIRECT LOAN PROGRAM)
SERIES 2015**

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AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$13,977,000 PRINCIPAL AMOUNT OF SEWERAGE SYSTEM REVENUE BONDS (STATE OF MISSOURI – DIRECT LOAN PROGRAM) SERIES 2015 OF THE CITY OF BELTON, MISSOURI, FOR THE PURPOSE OF EXTENDING AND IMPROVING THE CITY’S SEWERAGE SYSTEM; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE AGREEMENTS MADE BY THE CITY TO FACILITATE AND PROTECT THEIR PAYMENT AND PRESCRIBING OTHER RELATED MATTERS.

WHEREAS, the City of Belton, Missouri (the “City”), is a constitutional charter city organized and existing under the constitution and laws of the State of Missouri; and

WHEREAS, the City now owns and operates a revenue producing sewerage system, serving the City, its inhabitants and others within its service area, including connected and related appurtenances and facilities and extensions, improvements, additions and enlargements made or acquired by the City after the date of this Ordinance (the “System”); and

WHEREAS, the City desires to construct improvements to the System, such improvements to be financed in part by the issuance by the City pursuant to this Ordinance of its Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2015 (the “Bonds”) in the maximum principal amount of \$13,977,000 (the “Maximum Principal Amount”); and

WHEREAS, to provide for the most cost-effective financing of the Project, the City desires to participate in the State of Missouri Direct Loan Program (the “Direct Loan Program”) of the Missouri Department of Natural Resources (“DNR”) and the Clean Water Commission of the State of Missouri (the “Commission”); and

WHEREAS, the City is authorized under the provisions of Chapter 250 of the Revised Statutes of Missouri, as amended (the “Act”), to issue and sell revenue bonds for the purpose of paying all or part of the cost of extending and improving the System, with the cost of operation and maintenance of the System and the principal of and interest on revenue bonds payable solely from the Net Revenues (as defined below); and

WHEREAS, pursuant to the Act, a special bond election was duly held in the City on April 2, 2013 (the “Election”) on the following question:

QUESTION 2

Shall the City of Belton, Missouri, issue its sewer system revenue bonds in an amount not to exceed \$14,475,000 for the purpose of extending and improving the City’s sewer system, including without limitation renovations and improvements of influent pumping stations and force mains, and renovations and improvements to the waste water treatment plant with new headworks, a new final clarifier and a new telemetry supervisory control and data acquisition (SCADA) system, the cost of operation and maintenance of said sewer system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its sewer system, including all future extensions and improvements thereto?

and it was found and determined that more than a simple majority of the qualified electors of the City voting on the question had voted in favor of the question, the vote having been 1,444 votes for the question and 755 votes against the question; and

WHEREAS, the City Council (the "Governing Body") of the City has caused plans and specifications for the Project and a cost estimate to be made by the Consulting Engineer (as defined below); and

WHEREAS, the plans and specifications and the cost estimate are accepted and approved and are on file in the office of the City Clerk, the amount of the estimated cost being not less than the Maximum Principal Amount; and

WHEREAS, none of the bonds authorized at the Election have been issued and the City finds and determines that it is necessary and advisable and in the best interest of the City and of its inhabitants to issue up to \$13,977,000 of the bonds so authorized; and

WHEREAS, by an Ordinance passed on October 26, 2010 (the "Outstanding Parity Bond Ordinance"), the City has issued its Tax Exempt Sewerage System Revenue Bonds Series 2010A and its Taxable Sewerage System Revenue Bonds (Build America Bonds – Direct Pay) Series 2010B (collectively, the "Outstanding Parity Bonds"), dated November 15, 2010, in the original principal amount of \$3,500,000, of which \$3,350,000 remains outstanding as of the date of adoption of this Ordinance; and

WHEREAS, the City, upon the issuance of the Bonds, will not have outstanding any other bonds or other obligations payable from the Net Revenues other than the Outstanding Parity Bonds and the Bonds; and

WHEREAS, under the provisions of the Outstanding Parity Bond Ordinance, the City may issue additional bonds payable out of the Net Revenues that are on a parity with the Outstanding Parity Bonds, only if certain conditions are met; and

WHEREAS, it is hereby found and determined that it is necessary and advisable and in the best interest of the City and its inhabitants that revenue bonds be issued and secured in the form and manner provided in this Ordinance and be sold to DNR under the Direct Loan Program, and to provide the remainder of costs of extending and improving the System which may be required from subsequent issues of bonds, grants or funds of the City otherwise available.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, CASS COUNTY, MISSOURI, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definition of Words and Terms. Capitalized words and terms not otherwise defined in this Ordinance have the meanings set forth in the Purchase Agreement and the Escrow Agreement (each as defined below). In addition to the foregoing and words and terms defined in the Recitals and elsewhere in this Ordinance, capitalized words and terms have the following meanings in this Ordinance:

“Administrative Expense Fund” means the fund designated as such and established by Section 4 of the Escrow Agreement. The Administrative Expense Fund does not constitute part of the Direct Loan Program.

“Administrative Fee” means the semiannual administrative fee of DNR equal to 0.50% of the aggregate amount of the Bonds Outstanding as of each Administrative Fee Calculation Date (including the final maturity date of the Bonds), payable to the Paying Agent within 30 days after the City’s receipt of a statement from the Paying Agent for deposit to the Administrative Expense Fund and subsequent transfers to DNR as described in Section 9 of the Escrow Agreement.

“Administrative Fee Calculation Date” means the Business Day preceding each Principal Payment Date.

“Authority” means the State Environmental Improvement and Energy Resources Authority, a body corporate and politic and a governmental instrumentality of the State.

“Authority Program Bonds” means any bonds of the Authority issued under the SRF Leveraged Program, all or a portion of the proceeds of which are loaned to the City pursuant to the SRF Leveraged Program.

“Authorized Representative” means the representative of the City designated as such by the City in accordance with the Regulations.

“BABs Interest Subsidy Payments” means any payments to be received by the City from the U.S. Department of the Treasury under Section 54AA or Section 6431 of the Internal Revenue Code of 1986, as amended, in connection with the payments of interest on System Revenue Bonds.

“Bond Debt Service” means the amount of the principal of and interest due on the Bonds on the date of calculation required in this Ordinance.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

“Bonds” means the Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2015 authorized and issued under this Ordinance.

“Closing Date” means the date of the initial issuance and delivery of the Bonds.

“Construction Fund” means the Construction Fund established by Section 4 of the Escrow Agreement.

“Consultant” means the Consulting Engineer, a registered municipal advisor, an independent certified public accountant or a firm of independent certified public accountants.

“Consulting Engineer” means each independent engineer or engineering firm with experience in designing and constructing wastewater treatment, sanitary sewerage and water pollution control facilities and retained by the City.

“Cumulative Principal Amount Outstanding” means the sum of (i) the purchase price of the Bonds paid by the Owner to the Paying Agent on the Closing Date in accordance with the Purchase Agreement and deposited into the funds pursuant to Section 403, and (ii) each additional Purchase Price

Installment, as notated on the Bonds by the Paying Agent, less the principal amount redeemed pursuant to Article III.

“Current Expenses” means all reasonable and necessary expenses of ownership, operation, maintenance and repair of the System and keeping the System in good repair and working order, determined in accordance with accounting principles generally accepted in the United States of America, including current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant’s reports, properly allocated share of charges for insurance, the cost of purchased water, gas and power, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, short-term obligations incurred and payable within a particular Fiscal Year, obligations incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the ownership and operation of the System, but excluding interest paid on, and swap, hedge or other interest-like payments made with respect to, System Revenue Bonds, depreciation, amortization and other noncash charges (including payments into the Depreciation and Replacement Account), and all general administrative expenses of the City not related to the operation of the System.

“Debt Service Fund” means the Debt Service Fund established by Section 4 of the Escrow Agreement.

“Defeasance Securities” means:

- (a) Federal Securities;
- (b) obligations of the Resolution Funding Corporation or any successor, but only if the use of the obligations to pay and discharge Bonds pursuant to Article X will cause the discharged Bonds to be rated in the highest long-term category by the Rating Agency; or
- (c) obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any state that:
 - (i) are not callable at the option of the obligor prior to maturity or for which irrevocable instructions have been given by the obligor to call on the date specified in the instructions, and
 - (ii) are fully secured as to principal, redemption premium and interest by a fund, consisting of cash or Federal Securities, that:
 - (A) may be applied only to the payment of principal, redemption premium and interest on the obligations, and
 - (B) is sufficient, as verified by an independent certified public accountant, to pay the principal, redemption premium and interest on the obligations.

“Depreciation and Replacement Account” means the fund or account designated as such and created or ratified by Section 401.

“Escrow Agreement” means the Escrow Trust Agreement dated as of June 1, 2015, between the City and the Paying Agent, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Federal Securities” means any direct obligation of, or obligation the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America and backed by its full faith and credit.

“Funds Transfer Method” means electronic transfer in immediately available funds, automated clearing house (ACH) funds, or other method approved by DNR at the written request of the City with written notice to the Paying Agent.

“Interest Payment Date” means each January 1 and July 1, commencing January 1, 2016.

“Interest Rate” means the annual rate equal to 30% of the Revenue Bond Index as published in *The Bond Buyer* most recently prior to the Closing Date, rounded up to the nearest 0.01%.

“Investment Securities” means any of the following securities that are legal for the investment of funds of the City at the time of purchase:

- (a) Federal Securities;
- (b) Direct and general obligations of the State, the payment of the principal of and interest on which the full faith and credit of the State is pledged;
- (c) Obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;
- (d) Deposits which are either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), which shall have a market value at all times at least equal to the principal amount of such certificates of deposit or time deposits, in one or more of the following institutions: banks, trust companies or savings and loan associations (including without limitation, the Paying Agent or any bank affiliated with the Paying Agent) organized under the laws of the United States of America or any state thereof;
- (e) Money market mutual funds that are invested in Federal Securities or repurchase agreements that are collateralized by Federal Securities; and
- (f) Any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

“Net Revenues” means Revenues less Current Expenses.

“Operation and Maintenance Account” means the fund or account designated as such and created or ratified by Section 401.

“Ordinance” means this Ordinance as from time to time amended in accordance with its terms.

“Outstanding” means, as of the date of determination, all Bonds issued and delivered under this Ordinance, except:

- (1) Bonds canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (2) Bonds for the payment of the principal or redemption price of and interest on which money or Defeasance Securities are held under Section 1001;
- (3) Bonds in exchange for which, or in lieu of which, other Bonds have been registered and delivered pursuant to this Ordinance; and
- (4) Bonds allegedly mutilated, destroyed, lost, or stolen and paid under Section 208.

“Owner” means DNR or any assignee, successor or transferee of DNR under the Direct Loan Program or the SRF Leveraged Program.

“Parity Bonds” means the Outstanding Parity Bonds and any other parity bonds or other obligations issued under Section 802 payable from the Net Revenues on a parity basis with the Bonds.

“Parity Ordinance” means the Outstanding Parity Bond Ordinance and the ordinances under which any other Parity Bonds are issued.

“Paying Agent” means UMB Bank, N.A., the paying agent and escrow agent, and its successors and assigns acting at any time as Paying Agent and Escrow Agent under this Ordinance and the Escrow Agreement.

“Principal Payment Date” means each January 1 and July 1, commencing July 1, 2017, and any date on which the Bonds are optionally redeemed in accordance with Section 301.

“Purchase Agreement” means the Purchase Agreement dated as of June 1, 2015, between the City and DNR, as supplemented, modified or amended in accordance with its terms, related to the Bonds.

“Purchase Price Installment” means the amount paid by DNR from time to time in accordance with Section 3.3 of the Purchase Agreement and deposited in the Construction Fund or otherwise in accordance with Section 403.

“Quarterly Payment Date” means each March 15, June 15, September 15 and December 15, commencing September 15, 2015.

“Rating Agency” means Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Services, a division of McGraw-Hill Financial, Inc., and their respective successors.

“Record Date” means the 25th day (whether or not a Business Day) of the calendar month next preceding the applicable Interest Payment Date.

“Repayment Fund” means the fund designated as such and established by Section 4 of the Escrow Agreement. The Repayment Fund does not constitute part of the Direct Loan Program.

“Revenue Fund” means the fund or account designated as such and created or ratified by Section 401.

“Revenues” means all income and revenues derived by the City from the System, including investment and rental income, net proceeds from business interruption insurance, sales tax revenues which have been annually appropriated by the City or which are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition of investments or fixed or capital assets not in the ordinary course of business.

“SRF Leveraged Program” means the Missouri Leveraged State Drinking Water Revolving Fund Program and the Missouri Leveraged State Water Pollution Control Revolving Fund Program.

“SRF Leveraged Program Bonds” means any bonds of the City issued in connection with the City’s participation in the SRF Leveraged Program.

“SRF Subsidy” means the amount of investment earnings which will accrue on the Reserve Account during each Fiscal Year (taking into account scheduled transfers from the Reserve Account which will occur upon the payment of principal on Authority Program Bonds and assuming that the construction for the applicable project has been completed), if the balance in the Reserve Account is equal to the Reserve Percentage of the principal amount of the SRF Leveraged Program Bonds outstanding, the Reserve Account is invested in an investment agreement at a fixed rate during the calculation period and earnings are reduced by the Administrative Fee payable to DNR. Administrative Fee, Reserve Account and Reserve Percentage as used in this definition have the respective meanings set forth in the bond indentures for the applicable Authority Program Bonds.

“State” means the State of Missouri.

“Stated Maturity” means July 1, 2036, the final maturity date of the Bonds.

“Subsidy Payments” means funds received (or with respect to Section 802(a)(2)(B) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 802(a)(2)(B) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments would include, but are not limited to, BABs Interest Subsidy Payments, SRF Subsidy and other payments received by the City through a federal or State program.

“Surplus Account” means the fund or account created or ratified in Section 401.

“System Revenue Bonds” means, collectively, the Bonds, the Outstanding Parity Bonds and all other revenue bonds or obligations that are payable from the Net Revenues.

“User Charge Ordinance” means Section 42-296 of the Unified Development Code of the City of Belton, Missouri, as amended by Ordinance No. 2014-3984, passed on March 24, 2014, as further amended, supplemented or replaced.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The Bonds are authorized and directed to be issued in the Maximum Principal Amount subject to the terms and for the purposes of this Ordinance. Upon the Completion of Funding pursuant to the Purchase Agreement, the principal amount of the Bonds issued under this Ordinance will be the Cumulative Principal Amount Outstanding as of the Completion of Funding plus the principal amount previously redeemed pursuant to Article III. The remaining voted authorization, if any, under the Election will be the voted amount less the sum of the amount previously issued as described in the Recitals and the amount issued as calculated pursuant to the preceding sentence.

Section 202. Security for Bonds.

(a) The Bonds are special, limited obligations of the City payable solely from, and secured by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

(b) The Bonds are issued on a parity with the Outstanding Parity Bonds.

Section 203. Description of Bonds. The Bonds consist of fully-registered bonds, without coupons, numbered from R-1 consecutively upward, in the denomination of \$100 or any integral multiple of \$0.01 in excess thereof. The Bonds will be issued in substantially the form of Exhibit A and will be registered, transferred and exchanged as provided in Section 206. The Bonds are dated the Closing Date. The Bonds will mature and become due on the Stated Maturity (subject to optional and mandatory redemption prior to Stated Maturity as provided in Article III). The Bonds will bear interest on the Cumulative Principal Amount Outstanding at the Interest Rate from the Closing Date and the date of receipt of each Purchase Price Installment by the Paying Agent pursuant to the Purchase Agreement (as set forth on Schedule A to a Bond) or from the most recent Interest Payment Date to which interest has been paid or provided for. Interest is computed on the basis of a 360-day year of twelve 30-day months and is payable on each Interest Payment Date.

Section 204. Designation of Paying Agent. The City has designated the Paying Agent as the City's paying agent for the payment of the principal of and interest on the Bonds, bond registrar for the registration, transfer and exchange of Bonds and escrow agent with respect to the funds established with the Paying Agent under the Escrow Agreement.

Section 205. Method and Place of Payment of Bonds.

(a) Payment of the Bonds will be made with any coin or currency that is legal tender for the payment of debts due the United States of America on the payment date.

(b) The payment of the principal of and redemption premium, if any, payable on each Bond at Stated Maturity or upon earlier redemption and the interest payable on each Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date.

(c) Payments of principal on the Bonds pursuant to Article III may be made directly to the Owner without surrender of any Bond to the Paying Agent. Accordingly, any transferee of a Bond should verify with the Paying Agent the principal of the Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

(d) The Paying Agent will keep a record of payment of principal of, redemption premium, if any, and interest on all Bonds and, at least annually at the request of the City, will forward a copy or summary of the record of payments to the City.

(e) The Bonds will be held by the Paying Agent in trust for each Owner, unless the Paying Agent is otherwise directed in writing by an Owner.

Section 206. Registration, Transfer and Exchange of Bonds.

(a) The City will cause the Paying Agent to keep the Bond Register. Each Bond when issued will be registered in the name of the Owner on the Bond Register. Bonds will be transferred and exchanged only upon the Bond Register.

(b) Upon surrender of any Bond at the payment office of the Paying Agent in St. Louis, Missouri (or other office designated by the Paying Agent), the Paying Agent will transfer or exchange the Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond which was presented for transfer or exchange. All Bonds presented for transfer or exchange must be accompanied by a written instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Owner or by the Owner's authorized agent. All Bonds presented for transfer or exchange must be surrendered to the Paying Agent for cancellation.

(c) For every exchange or transfer of Bonds the City or the Paying Agent may levy a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid for the exchange or transfer. The person requesting the exchange or transfer must pay the charge. Payment of the charge is a condition precedent to the exchange or transfer. If any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against the Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code of 1986, as amended, this amount may be deducted by the Paying Agent from amounts payable to the Owner under this Ordinance and the Bonds.

(d) The City and the Paying Agent will treat the person in whose name any Bond is registered on the Bond Register as the absolute owner of the Bond, whether or not payment of the Bond is overdue, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on the Bond and for all other purposes. All payments made to any Owner or upon the Owner's order will be valid and effectual to satisfy and discharge the City's liability for payment of the Bond to the extent of the sum or sums paid. Neither the City nor the Paying Agent will be affected by any notice to the contrary.

(e) At reasonable times and under reasonable rules established by the Paying Agent, the Owners of 25% or more in principal amount of the Outstanding Bonds, or their representative designated in a manner satisfactory to the Paying Agent, may inspect and copy the Bond Register.

Section 207. Execution, Authentication and Delivery of Bonds.

(a) Each Bond must be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and have the official seal of the City affixed or imprinted thereon. If any officer whose manual or facsimile signature appears on any Bond ceases to be an officer before the delivery of any Bond signed by the officer, the manual or facsimile signature on the Bond will be valid and sufficient for all purposes of this Ordinance.

(b) The Mayor and the City Clerk are directed to prepare and execute the Bonds as specified in this Article, and when executed, to deliver the Bonds to the Paying Agent for authentication. Each Bond will be authenticated by any authorized signatory of the Paying Agent. No Bond is entitled to any security or benefit under this Ordinance or is valid or obligatory for any purpose until authenticated by the Paying Agent.

(c) Prior to the Completion of Funding, promptly upon the receipt by the Paying Agent of each Purchase Price Installment paid by the Owner in accordance with the Purchase Agreement, an authorized signatory of the Paying Agent will endorse Schedule A to a Bond with the date of receipt of the Purchase Price Installment, the amount of the Purchase Price Installment and the resulting Cumulative Principal Amount Outstanding. No further entries to Schedule A will be made after the Completion of Funding.

Section 208. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered to the Paying Agent, or the City and the Paying Agent receive evidence to their satisfaction of the mutilation, destruction, loss or theft of any Bond, and (ii) there is delivered to the City and the Paying Agent security or indemnity as required by them, in the absence of notice to the City or the Paying Agent that the Bond has been acquired by a bona fide purchaser, the City will execute and the Paying Agent will register and deliver, in exchange for or in lieu of any mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. If the Bond has become or is about to become due, the City may pay the Bond instead of issuing a new Bond.

(b) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed and any other expenses (including the fees and expenses of the Paying Agent) connected with the issuance of the Bond.

(c) Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost or stolen Bond will constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost or stolen Bond is enforceable by anyone at any time, and will be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds which have been paid or redeemed or which have otherwise been surrendered to the Paying Agent, either at or before Stated Maturity, will be canceled immediately upon the payment or redemption and the Paying Agent's receipt of the Bonds. The Paying Agent will periodically destroy canceled Bonds. The Paying Agent will execute a certificate in duplicate describing the destroyed Bonds and file an executed counterpart of the certificate with the City.

Section 210. Sale of the Bonds; Authorization and Execution of Documents.

(a) The Bonds will be sold to the Owner at the purchase price of 100% of the initial installment paid on the Closing Date plus each Purchase Price Installment made by the Owner thereafter pursuant to Section 3.3 of the Purchase Agreement, without accrued interest.

(b) The City is authorized to enter into the Purchase Agreement and the Escrow Agreement, in substantially the forms presented to the Governing Body. The Mayor is authorized to execute the Purchase Agreement and the Escrow Agreement for and on behalf of and as the act and deed of the City, with changes approved by the Mayor, which approval will be conclusively evidenced by the signature of the Mayor of the City. The Mayor is further authorized and directed to execute other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance. The City Clerk is authorized and directed to attest the execution of the Purchase Agreement, the Escrow Agreement and any other documents, certificates and instruments that are necessary or desirable to carry out the intent of this Ordinance.

Section 211. Administrative Fee and Paying Agent's Fee. Subject to Section 202, the City will pay to the Paying Agent, within 30 days after receipt of a statement from the Paying Agent, (a) the Administrative Fee, and (b) an amount equal to the Paying Agent's fees and expenses as provided in the Escrow Agreement.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional Redemption. At the option of the City, with the prior written consent of the Owner, Bonds may be called for redemption and payment prior to Stated Maturity in whole or in part at any time, at the redemption price of 100% of the principal amount thereof plus accrued interest thereon to the date of redemption. If an optional redemption is in part, the principal amount for each Principal Payment Date following the optional redemption will be reduced on a proportionate basis (to the nearest \$0.01).

Section 302. Mandatory Redemption Provisions.

(a) The Bonds are subject to mandatory sinking fund redemption in part, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, on the Principal Payment Dates and in the principal amounts as set forth on Exhibit B.

(b) If upon the Completion of Funding, the Cumulative Principal Amount Outstanding is less than the Maximum Principal Amount (disregarding any scheduled redemptions above that have occurred prior to the Completion of Funding), the principal amount for each Principal Payment Date following the Completion of Funding will be reduced on a proportionate basis (to the nearest \$0.01).

Section 303. Revisions to Exhibit B; Selection of Bonds Upon Partial Redemption.

(a) Upon the partial redemption of the Bonds pursuant to Section 301 or if Section 302(b) is applicable, the Owner will provide a replacement Exhibit B, reflecting the reductions to the principal amounts, to the Paying Agent and the City, which will be binding on the City absent manifest error and will replace the previous Exhibit B without any further action on the part of the City. The revised Exhibit B is subject to such verification requirements as may be reasonably established by the Paying Agent.

(b) The redemption of the Bonds in part will be reflected in the records maintained by the Paying Agent.

Section 304. Notice and Effect of Call for Redemption.

(a) No notice of the mandatory redemption of Bonds is required to be given. If the Bonds are being optionally redeemed, notice of redemption will be given in the manner described below. Unless waived by any Owner of Bonds to be redeemed, the Paying Agent, on behalf of the City, will give notice by mailing a redemption notice, at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of Bonds to be redeemed at the address shown on the Bond Register.

(b) All redemption notices will be dated and include the following information:

(1) the redemption date,

(2) the redemption price, consisting of the principal amount, redemption premium, if any, and interest to the redemption date,

(3) if less than all Outstanding Bonds are to be redeemed, the identification number, Stated Maturity and, in the case of partial redemption of any Bond, the respective principal amounts of the Bonds to be redeemed,

(4) a statement that on the redemption date the redemption price will become due and payable upon each Bond or portion of a Bond called for redemption, and that interest ceases to accrue on the redeemed amount from and after the redemption date, and

(5) the address of the principal office of the Paying Agent where the Bonds must be surrendered for payment of the redemption price.

(c) If notice of redemption has been given or waived, the Bonds or portions to be redeemed will become due and payable on the redemption date at the redemption price specified in the notice. From and after the redemption date (unless the City defaults in the payment of the redemption price), the called Bonds will cease to bear interest. Upon the surrender of Bonds for payment of the redemption price in accordance with the notice, the Paying Agent will pay the redemption price to the applicable Owners.

ARTICLE IV

RATIFICATION AND ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Ratification and Establishment of Funds and Accounts.

(a) The separate funds and accounts created in, or ratified by, the Outstanding Parity Bond Ordinance, known respectively as the:

(1) Sewerage System Revenue Fund (the "Revenue Fund");

(2) Sewerage System Operation and Maintenance Fund (the "Operation and Maintenance Account");

- (3) Debt Service Fund (the "Outstanding Parity Bond Debt Service Account");
- (4) Debt Service Reserve Fund (the "Outstanding Parity Bond Debt Service Reserve Account"); and
- (5) Sewerage System Surplus Fund (the "Surplus Account"),

are hereby ratified.

(b) The City hereby establishes the following special funds and accounts with the Paying Agent under the Escrow Agreement:

- (1) the Debt Service Fund;
- (2) the Construction Fund;
- (3) the Repayment Fund, consisting of the Principal Account and the Interest Account; and
- (4) the Administrative Expense Fund.

(c) There is hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate fund to be known respectively as the Sewerage System Depreciation and Replacement Account (the "Depreciation and Replacement Account").

Section 402. Administration of Funds and Accounts. The funds and accounts described in Section 401(a)(1), (2), (4) and (5) will be maintained and administered by the City under this Ordinance and the Outstanding Parity Bond Ordinance while any of the Bonds and the Outstanding Parity Bonds are outstanding. The funds and accounts described in Section 401(a)(3) and (4) will be maintained and administered by or on behalf of the City while the applicable Outstanding Parity Bonds are outstanding. The fund described in Section 401(c) will be maintained and administered by or on behalf of the City while the Bonds are outstanding. The funds and accounts described in Section 401(b) will be maintained and administered by the Paying Agent pursuant to the Escrow Agreement while the Bonds are Outstanding.

Section 403. Deposits and Application of Bond Proceeds.

(a) The proceeds received from the sale of the Bonds on the Closing Date will be deposited upon the delivery of the Bonds into the Construction Fund and the Administrative Expense Fund as provided in the Escrow Agreement. Thereafter, each Purchase Price Installment will be deposited into the Construction Fund.

(b) Moneys in the Construction Fund will be disbursed to the City for the sole purpose of paying the Eligible Costs of the Project in accordance with the plans and specifications prepared by the Consulting Engineer, previously approved by the Governing Body and DNR and on file in the office of the City Clerk, including any alterations in or amendments to the plans and specifications approved by the Governing Body and DNR with the advice of the Consulting Engineer.

(c) Requisitions will be submitted for funding of the Purchase Price Installments and resulting withdrawals from the Construction Fund in accordance with Article III of the Purchase

Agreement. Funds will be disbursed from the Administrative Expense Fund as provided in the Escrow Agreement.

ARTICLE V

APPLICATION OF REVENUES

Section 501. Revenue Fund. The City covenants and agrees that from and after the delivery of the Bonds and so long as any of the Bonds remain outstanding and unpaid, all Revenues derived and collected by the City will be deposited into the Revenue Fund when received. The Revenues will be segregated from all other moneys, revenues, funds and accounts of the City. The Revenue Fund will be administered and applied solely for the purposes and in the manner provided in the Outstanding Parity Bond Ordinance, this Ordinance and any other ordinance with respect to System Revenue Bonds.

Section 502. Application of Moneys in Funds and Accounts.

(a) The City will apply moneys in the Revenue Fund on the dates, in the amounts and in the order as follows:

(1) on the first day of each month, to the Operation and Maintenance Account an amount sufficient to pay the estimated cost of operating and maintaining the System during the month;

(2) on a parity basis (i) at the times required under the Outstanding Parity Bond Ordinance, to the Outstanding Parity Bond Debt Service Account the amount required under the Outstanding Parity Bond Ordinance and (ii) by the Funds Transfer Method, on each Quarterly Payment Date, to the Paying Agent for credit to the Interest Account and the Principal Account:

(A) to the Interest Account, on September 15, 2015 and each Quarterly Payment Date thereafter, 1/2 of the amount of interest due on the Bonds on the next Interest Payment Date, with the balance in the Debt Service Fund and the Interest Account on an Interest Payment Date after the payment of the principal of and interest due on the Bonds on the Interest Payment Date to be credited against the next succeeding Quarterly Payment; provided that prior to the Completion of Funding,

(i) the investment earnings on the Construction Fund for the preceding calendar quarter will be credited against the next Quarterly Payment,

(ii) for purposes of the first Quarterly Payment of each Interest Period, the amount of interest due on the next Interest Payment Date will be estimated based upon an expected disbursement schedule for the Interest Period provided by the City to DNR and the Paying Agent, and

(iii) for purposes of the second Quarterly Payment of each Interest Period, the interest due on the next Interest Payment Date will be calculated by the Paying Agent based upon Purchase Price Installments funded at least three Business Days prior to the Quarterly Payment Date and the second Quarterly Payment calculated so that the amount on deposit in the Interest Account after receipt of the second Quarterly Payment will equal interest payable on the Bonds on the Interest Payment Date; and

(B) to the Principal Account, on March 15, 2017 and each Quarterly Payment Date thereafter, 1/2 of the principal due on the Bonds on the next succeeding Principal Payment Date, whether at Stated Maturity or upon mandatory sinking fund redemption. If the Initiation of Operations specified in the certificate delivered by the City under Section 3.5 of the Purchase Agreement is earlier than the expected Initiation of Operations, (i) the first quarterly installment of principal of the Bonds will be paid no later than the Quarterly Payment Date which is not more than 12 months after the Initiation of Operations, and (ii) on the Quarterly Payment Date which is not more than 20 years after the Initiation of Operations, all remaining unpaid principal installments of the Bonds will be paid;

(3) at the times required under the Outstanding Parity Bond Ordinance, to the Outstanding Parity Bond Debt Service Reserve Account the amount required under the Outstanding Parity Bond Ordinance;

(4) on the dates required by Section 211, to the Paying Agent for deposit to the Administrative Expense Fund, the amounts required to pay the Administrative Fee and the Paying Agent's Fees and expenses;

(5) to the Depreciation and Replacement Account, the amounts on the dates required by the User Charge Ordinance; and

(6) on each Quarterly Payment Date, the remaining balance to the Surplus Account.

(b) Except as provided in Section 503, moneys in the Depreciation and Replacement Account will be used by the City for the purpose of making replacements and repairs to the System in order to keep the System in good repair and working order and to assure the continued effective and efficient operation of the System.

(c) Moneys in the Surplus Account are to be expended for the following purposes as determined by the Governing Body:

(1) paying the cost of the operation, maintenance and repair of the System to the extent necessary after the application of the moneys held in the Operation and Maintenance Account and the Depreciation and Replacement Account;

(2) paying the cost of extending, enlarging or improving the System;

(3) preventing default in, anticipating payments into or increasing the amounts in the accounts confirmed or established in Section 401, the Principal Account, the Interest Account or the Depreciation and Replacement Account, or establishing or increasing the amount of any debt service account or debt service reserve account created by the City for the payment of any System Revenue Bonds subsequently issued;

(4) redeeming and paying prior to Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the call price (if any bonds are callable), the Bonds, the Outstanding Parity Bonds or any other System Revenue Bonds hereafter issued under the conditions hereinafter specified and standing on a parity with the Bonds, including principal, redemption premium, if any, and interest; or

(5) subject to Section 502(e), any other lawful purpose in connection with the operation of the System and benefiting the System including, but not limited to, payments with respect to bonds or other obligations of the System.

(d) All amounts paid and credited to the Operation and Maintenance Account will be expended solely for the purpose of paying the Current Expenses of the System.

(e) No moneys derived by the City from the System will be diverted to the general governmental or municipal functions of the City.

(f) If the deposits to the Operation and Maintenance Account (the "OM Deposits") required under this Section are greater than the OM Deposits required in the User Charge Ordinance, the OM Deposits under the User Charge Ordinance will be deemed a credit toward OM Deposits required under this Section. If the OM Deposits required under this Section are less than those required in the User Charge Ordinance, OM Deposits under this Section will be deemed a credit to OM Deposits required under the User Charge Ordinance.

Section 503. Deficiency of Payments into Funds and Accounts.

(a) If the Revenues are insufficient to make any payment on any date specified in this Article, the City will make good the amount of the deficiency by making additional payments out of the first available Revenues for application in the order specified in Section 502.

(b) If the moneys in the Outstanding Parity Bond Debt Service Account, the Outstanding Parity Bond Debt Service Reserve Account, the Principal Account or the Interest Account are not sufficient to pay the principal of and interest on the Outstanding Parity Bonds and the Bonds as and when the same become due, the City will apply moneys in the Surplus Account and the Depreciation and Replacement Account on a proportionate basis (based upon the outstanding principal amounts of the Bonds and the Outstanding Parity Bonds) to the Outstanding Parity Bond Debt Service Account, the Principal Account and the Interest Account to prevent any default in the payment of the principal of and interest on the Outstanding Parity Bonds and the Bonds.

Section 504. Transfer of Funds to Paying Agent. The Mayor, the City Manager or the City Clerk is authorized and directed to make the payments to the Principal Account and the Interest Account as provided in Section 502, and, to the extent necessary to prevent a default in the payment of any System Revenue Bonds, from the Surplus Account and from the Depreciation and Replacement Account as provided in Sections 502 and 503, sums sufficient to pay the System Revenue Bonds when due, and to forward amounts to the Paying Agent by the Funds Transfer Method which ensures the Paying Agent will have sufficient available funds on or before the second Business Day immediately preceding the dates when payments on the Bonds are due. Upon the payment of all principal and interest on the Bonds, the Paying Agent will return any excess funds to the City. Except as otherwise provided in the Escrow Agreement, all moneys deposited by the City with the Paying Agent are subject to the provisions of this Ordinance.

Section 505. Business Days. If any date for the payment of principal of, or redemption premium, if any, or interest on the 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.

ARTICLE VI

INVESTMENT OF MONEYS

Section 601. Investment of Moneys.

(a) Moneys held in any fund or account referred to in this Ordinance may be invested in Investment Securities; provided, however, that any fund or account held by the Paying Agent shall be invested as provided in Section 11 of the Escrow Agreement. No such investment will be made for a period extending longer than the date when the money invested may be needed. All earnings on any investments held in any fund or account will accrue to the applicable fund or account. In determining the amount held in any fund or account under this Ordinance, obligations will be valued at the lower of cost or market value. If the amount in any fund or account held within the Treasury of the City is greater than the required amount, the City may transfer the excess to the Revenue Fund.

(b) If the Outstanding Parity Bonds are outstanding, any investments made pursuant to this Section are subject to the applicable restrictions in the Outstanding Parity Bond Ordinance.

ARTICLE VII

PARTICULAR COVENANTS OF THE CITY

Section 701. Efficient and Economical Operation; User Charge Ordinance. The City will continuously own and will operate the System in an efficient and economical manner and will keep and maintain the System in good repair and working order. The City has duly approved the User Charge Ordinance and will enforce the provisions thereof.

Section 702. Rate Covenant. The City will fix, establish, maintain and collect rates and charges for the use and services furnished by or through the System to produce income and revenues sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when due; (c) enable the City to have in each Fiscal Year Net Revenues of not less than 110% of the amount required to be paid by the City in the Fiscal Year on account of both principal of and interest on all System Revenue Bonds at the time outstanding, provided that interest on any System Revenue Bonds will be reduced by Subsidy Payments, if any; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges.

Section 703. Reasonable Charges for all Services. None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the income and revenues derived by the City from the System are insufficient to pay the reasonable expenses of operation and maintenance of the System and the principal of and interest on the Bonds when due, the City will pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services or other facilities furnished to the City or any of its departments by the System.

Section 704. Annual Budget. Prior to the commencement of each Fiscal Year, the City will cause a budget setting forth the estimated receipts and expenditures of the System for the next succeeding Fiscal Year to be prepared and filed with the City Clerk. The City Clerk, within 30 days after the end of

the current Fiscal Year, will mail a copy of the budget to the Owner. The annual budget will be prepared in accordance with the laws of the State.

Section 705. Annual Audit.

(a) Promptly after the end of each Fiscal Year, the City will cause an audit of the System for the preceding Fiscal Year to be made by a certified public accountant or firm of certified public accountants employed for that purpose and paid from the Revenues. The annual audit will cover in reasonable detail the operation of the System during the Fiscal Year.

(b) As soon as possible after the completion of the annual audit, the Governing Body will review the annual audit, and if the annual audit reveals any breach of this Ordinance, the City agrees to promptly cure the breach.

(c) Within 30 days after the acceptance of the audit by the Governing Body, a copy of the annual audit will be filed in the office of the City Clerk, and a copy of the audit will be delivered (via regular mail or electronically) to the Owner. The annual audit will be open to examination and inspection during normal business hours by any taxpayer, any user of the services of the System, the Owner, or anyone acting for or on behalf of the taxpayer, user or Owner.

(d) The City acknowledges its undertakings set forth in Section 2.1(v) of the Purchase Agreement.

Section 706. Performance of Duties. The City will faithfully and punctually perform all duties and obligations with respect to the operation of the System, including all extensions and improvements thereto, now or hereafter imposed upon the City by the constitution and laws of the State and by the provisions of this Ordinance.

ARTICLE VIII

ADDITIONAL BONDS

Section 801. Prior Lien Bonds. The City will not issue any debt obligations payable out of the Net Revenues which are superior in lien, security or otherwise to the Bonds.

Section 802. Parity Lien Bonds or Obligations.

(a) The City will not issue any additional bonds or other long-term obligations payable out of the Net Revenues of the System that stand on parity or equality with the Bonds unless the following conditions are met:

(1) the City is not in default in the payment of principal or interest on the Bonds or any Parity Bonds or in making any deposit into the funds and accounts under this Ordinance or any Parity Ordinance; and

(2) the City provides to the Owner a certificate showing either of the following:

(A) the average annual Net Revenues as set forth in the two most recent annual audits for Fiscal Years preceding the issuance of additional bonds, are at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in all

succeeding Fiscal Years. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. If the City has made any increase in rates for the use and services of the System and the increase has not been in effect during all of the two Fiscal Years for which annual audits are available, the City may add the additional Net Revenues which would have resulted if the rate increase had been in effect for the entire period to the audited Net Revenues, as certified by a Consultant; or

(B) the estimated average annual Net Revenues for the two Fiscal Years immediately following the issuance of the additional bonds or, if improvements are to be made to the System with the proceeds of the additional bonds, for the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation, as certified by a Consultant, is at least 110% of the average annual debt service on the System Revenue Bonds, including the additional bonds proposed to be issued, to be paid out of the Net Revenues in succeeding Fiscal Years following the commencement of commercial operation of the improvements. Interest to be paid on any System Revenue Bonds will be reduced by Subsidy Payments, if any. In determining the amount of estimated Net Revenues for the purpose of this subsection, a Consultant may adjust the estimated net income and revenues by adding the estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System approved by the City and to become effective during the two Fiscal Years immediately following the Fiscal Year in which the improvements to the System being financed by the additional bonds are to be in commercial operation.

(b) If the conditions set forth in this Section are satisfied, the City (i) may issue additional revenue bonds or other obligations of the City on a parity with the Bonds and that enjoy complete equality of the lien on the Net Revenues with the Bonds, (ii) may make equal provision for paying the additional revenue bonds or other obligations from the Revenue Fund, and (iii) may secure the additional revenue bonds or other obligations by funding reasonable System debt service accounts and debt service reserve accounts from the Net Revenues.

Section 803. Junior Lien Bonds. Nothing in this Article prohibits or restricts the right of the City to issue additional revenue obligations, including revenue bonds, for the purpose of extending, improving, enlarging, repairing or altering the System, or refunding obligations issued for such purposes, that are subordinate to the Bonds if at the time of the issuance of the additional revenue obligations the City is not in default in the performance of any covenant or agreement in this Ordinance. If the City is in default in paying either interest on or principal of the Bonds, the City will not make any payments on the subordinate revenue obligations until the default is cured. Subject to the limitations in this Section, the City may make provision for paying the principal of and interest on the subordinate revenue bonds or obligations from moneys in the Revenue Fund.

Section 804. Refunding Bonds. The City may, without complying with the provisions of Section 802, refund any of the Bonds or any Parity Bonds in a manner that provides debt service savings to the City, and the refunding bonds so issued will be on a parity with any of the Bonds and any Parity Bonds that are not refunded. If the Bonds or any Parity Bonds are refunded in part and the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds or the Parity Bonds that are refunded, the City must obtain the prior written consent of the Owner to the issuance of the refunding bonds.

ARTICLE IX

DEFAULT AND REMEDIES

Section 901. Events of Default. If (a) the City defaults in the payment of the principal of or interest on any of the Bonds, or (b) the City or its Governing Body or any of its officers, agents or employees fails or refuses to comply with any provision of this Ordinance, the Constitution or statutes of the State, the Purchase Agreement or the Escrow Agreement and default continues for a period of 60 days after written notice specifying the non-payment default has been given to the City by the Owner of any Bond then Outstanding, at any time thereafter and while the default continues, the City shall pay to DNR the penalties assessed by DNR in accordance with the Regulations.

Section 902. Remedies.

(a) The provisions of this Ordinance constitute a contract between the City and the Owners of the Bonds. The Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(1) by any proceeding at law or in equity to enforce the rights of the Owner or Owners against the City and its officers, agents and employees, and to compel the performance by the City of its duties and obligations under this Ordinance, the Constitution and the laws of the State;

(2) by any proceeding at law or in equity to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(3) by any proceeding at law or in equity to enjoin any act or thing which is unlawful or in violation of the rights of the Owners of the Bonds.

(b) Any amounts paid on the Bonds to the Owners will be applied first to interest and second to principal, to the extent due and payable.

Section 903. Limitation on Rights of Owners. No Owner has any right in any manner whatever by the Owner's action to affect, disturb or prejudice the security granted and provided for in, or enforce any right under, this Ordinance, except in the manner provided in this Ordinance. All proceedings at law or in equity will be for the equal benefit of all Owners.

Section 904. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy. Each remedy is in addition to every other remedy and may be exercised without exhausting any other remedy conferred under this Ordinance. No waiver by any Owner of any default or breach of duty or contract of the City under this Ordinance will affect any subsequent default or breach of duty or contract by the City or impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default will impair any right or power or will be construed to be a waiver of any default. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be expedient. If any Owner discontinues any proceeding or the decision in the proceeding is against the Owner, the City and the Owners of the Bonds will be restored to their former positions and rights under this Ordinance.

Section 905. No Obligation to Levy Taxes. Nothing in this Ordinance imposes any duty or obligation on the City to levy any taxes either to meet any obligation incurred under this Ordinance or to pay the principal of or interest on the Bonds.

ARTICLE X

DEFEASANCE

Section 1001. Defeasance. When all of the Bonds shall have been paid and discharged, then the requirements contained in this Ordinance and the pledge of revenues made hereunder and all other rights granted hereby shall terminate. Bonds shall be deemed to have been paid and discharged within the meaning of this Ordinance if there shall have been deposited with the Paying Agent, or other bank or trust company located in the State of Missouri, having full trust powers and meeting the requirements of a successor Paying Agent (as set forth in the Escrow Agreement) impressed with a first lien to the Paying Agent for the benefit of the Owners, at or prior to Stated Maturity or redemption date of said Bonds, in trust for and irrevocably appropriated thereto, moneys and/or non-callable Defeasance Securities (the "Defeasance Escrow") which, together with the interest to be earned on any such obligations, will be sufficient for the payment of the principal of said Bonds and interest to accrue to the Stated Maturity or date of redemption, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments, provided; however, that if any such Bonds shall be redeemed prior to Stated Maturity, (a) the City shall have elected to redeem such Bonds, and (b) either notice of such redemption shall have been given or the City shall have given irrevocable instructions to the Paying Agent to redeem such Bonds; and provided further, however, there shall be filed with the City, the Owner and the Paying Agent (1) an opinion of Bond Counsel to the effect that the conditions for the defeasance of the Bonds pursuant to this Section have been complied with and (2) if the payment of the Bonds at Stated Maturity or upon redemption will occur more than 90 days after the deposit of the Defeasance Escrow and interest on the Defeasance Escrow is to be used to pay debt service on the Bonds, the written report of an independent certified public accountant evidencing the sufficiency of the Defeasance Escrow. Any moneys and obligations which at any time shall be deposited with the Paying Agent, or other bank by or on behalf of the City, for the purpose of paying and discharging any of the Bonds shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge of this Ordinance. All moneys deposited with the Paying Agent or other bank shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

ARTICLE XI

AMENDMENTS

Section 1101. Amendments.

(a) Any provision of the Bonds or of this Ordinance may be amended by an ordinance with the prior written consent of the Owners. Consent must be evidenced by an instrument executed by the Owners, acknowledged or proved in the manner of a deed to be recorded, and filed with the City Clerk.

(b) No amendment will be effective until (i) the City has delivered to the Owners and the Paying Agent an opinion of Bond Counsel stating that the amendment is permitted by this Ordinance and the Act, complies with their respective terms and is valid and binding upon the City in accordance with its terms, and (ii) the City Clerk has on file a copy of the amendment and all required consents.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1201. Further Authority. The officers of the City, including the Mayor, the City Manager and the City Clerk, are authorized and directed to execute all documents and take the actions as are necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial changes in the documents approved by this Ordinance which they may approve. The execution of any document or taking of any related action constitutes conclusive evidence of the necessity or advisability of the action or change.

Section 1202. Electronic Transactions. The transactions described in this Ordinance and the Bonds 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.

Section 1203. Severability. If any section or other part of this Ordinance is for any reason held invalid, the invalidity will not affect the validity of the other provisions of this Ordinance.

Section 1204. Governing Law. This Ordinance is governed by and will be construed in accordance with the laws of the State.

Section 1205. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the City Council and approval by the Mayor.

[remainder of this page intentionally left blank]

Duly read two (2) times and passed this 26th day of May, 2015.

Mayor Jeff Davis

Approved this 26th day of May, 2015.

Mayor Jeff Davis

(Seal)

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS) SS
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri and that the foregoing ordinance was regularly introduced for first reading at a regular meeting of the City Council held on the 26th day of May, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 26th day of May, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

EXHIBIT A
FORM OF BOND

[THIS BOND IS TRANSFERABLE ONLY TO ANY SUCCESSOR TO THE
MISSOURI DEPARTMENT OF NATURAL RESOURCES OR ITS ASSIGNS]

Registered
No. R- _____

Registered
[Not to exceed] \$ _____

UNITED STATES OF AMERICA
STATE OF MISSOURI

CITY OF BELTON, MISSOURI

SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2015

Closing Date

Interest Rate

Stated Maturity

July 1, 2036

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: [NOT TO EXCEED] _____ **DOLLARS**

The **CITY OF BELTON, MISSOURI**, a constitutional charter city and political subdivision of the State of Missouri (the "City"), for value received, hereby promises to pay to the Owner shown above, or registered assigns, the Cumulative Principal Amount Outstanding set forth on **Schedule A** to this Bond on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above, on January 1 and July 1 in each year, commencing January 1, 2016 (each an "Interest Payment Date"), from the date shown on **Schedule A** or from the most recent Interest Payment Date to which interest has been paid or duly provided for, computed on the basis of a 360-day year of twelve 30-day months. Terms not otherwise defined in this Bond have the respective meanings as set forth in the Ordinance.

The principal of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered on the Bond Register at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the payment office of UMB BANK, N.A., in St. Louis, Missouri (the "Paying Agent"). The payment of the principal of and redemption premium, if any, payable on this Bond at maturity or upon earlier redemption and the interest payable on this Bond on any Interest Payment Date will be made by check or draft mailed by the Paying Agent to the address of the Owner shown in the Bond Register. The principal of and redemption premium, if any, and interest on the Bonds is payable by electronic transfer in immediately available federal funds to a bank in the continental United States of America pursuant to instructions from any Owner received by the Paying Agent prior to the Record Date. The principal of and interest on this Bond is payable in lawful money of the United States of America.

This Bond is one of a duly authorized series of bonds of the City designated Sewerage System Revenue Bonds (State of Missouri – Direct Loan Program) Series 2015” (the “Bonds”), issued by the City for the purpose of extending and improving the sewerage system owned and operated by the City (said sewerage system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the “System”), under the authority of and in full compliance with Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to an election duly held in the City and an ordinance duly passed by the governing body of the City (the “Ordinance”).

At the option of the City, the Bonds may be called for redemption and payment prior to maturity in whole or in part as provided in the Ordinance, with the prior written consent of the Owners.

The Bonds are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance, at a redemption price equal to 100% of the principal amount plus accrued interest to the redemption date.

Except as otherwise provided in the Ordinance, notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by registered or certified mail at least 15 days, but not more than 30 days, prior to the date fixed for redemption, to the Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Owner to the Paying Agent. Notice of redemption having been given or waived as aforesaid, the Bonds or portions of 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 City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are limited obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues. The taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds do not constitute a general obligation of the City or an indebtedness of the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

The Bonds are issued on parity with the Outstanding Parity Bonds.

Under the conditions set forth in the Ordinance, the City has the right to issue additional bonds payable from the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City covenants with the Owner of this Bond to keep and perform all covenants and agreements contained in the Ordinance, and the City will fix, establish, maintain and collect rates, fees and charges for the use and services furnished by or through the System to produce Revenues sufficient to pay the operation and maintenance costs of the System, pay the principal of and interest on the Bonds and provide reasonable and adequate reserve funds. Reference is made to the Ordinance for a description of the agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect to the Bonds, and the rights of the Owners.

The Bonds are issuable in the form of fully-registered Bonds, without coupons, in the denomination of \$100 or any integral multiple of \$0.01 in excess thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Owner or the Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance, and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register 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.

This Bond will not be valid or be entitled to any security or benefit under the Ordinance until the Paying Agent has executed the Certificate of Authentication.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection, segregation and application of the income and revenues of the System as provided in the Ordinance.

IN WITNESS WHEREOF, the City of Belton, Missouri, has executed this Bond by causing it to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, and its official seal to be affixed hereto or imprinted hereon.

(SEAL)

CITY OF BELTON, MISSOURI

ATTEST:

City Clerk

By _____
Mayor

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: _____

UMB BANK, N.A., Paying Agent

By _____
Authorized Signatory

RECORD OF PRINCIPAL PAYMENTS AND PREPAYMENTS

Under the provisions of the Ordinance, payments of the principal installments of this Bond and partial prepayments of the principal of this Bond will be made directly to the Owner without surrender of this Bond to the Paying Agent. Accordingly, any purchaser or other transferee of this Bond should verify with the Paying Agent the principal of this Bond outstanding prior to such purchase or transfer, and the records of the Paying Agent shall be conclusive for such purposes.

ASSIGNMENT

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

Print or Type Name of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints UMB Bank, N.A., agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The name of the Owner must correspond with the name that appears upon the face of the within Bond in every particular.

By: _____
Name: _____
Title: _____

SCHEDULE A

**CITY OF BELTON, MISSOURI
SEWERAGE SYSTEM REVENUE BOND
(STATE OF MISSOURI – DIRECT LOAN PROGRAM)
SERIES 2015**

CUMULATIVE PRINCIPAL AMOUNT OUTSTANDING

<u>Date⁽¹⁾</u>	<u>Purchase Price Installment</u>	<u>Principal Amount Redeemed⁽²⁾</u>	<u>Cumulative Principal Amount Outstanding</u>	<u>Authorized Signatory of Paying Agent</u>

(1) Date constitutes date of registration with respect to such portion of the Bond.
(2) Commencing with first Principal Payment Date if prior to Completion of Funding.

EXHIBIT B

MANDATORY SINKING FUND REDEMPTION SCHEDULE

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
July 1, 2017	\$287,000	July 1, 2027	\$360,000
January 1, 2018	290,000	January 1, 2028	364,000
July 1, 2018	294,000	July 1, 2028	368,000
January 1, 2019	297,000	January 1, 2029	372,000
July 1, 2019	300,000	July 1, 2029	376,000
January 1, 2020	304,000	January 1, 2030	380,000
July 1, 2020	307,000	July 1, 2030	385,000
January 1, 2021	311,000	January 1, 2031	389,000
July 1, 2021	314,000	July 1, 2031	393,000
January 1, 2022	318,000	January 1, 2032	398,000
July 1, 2022	321,000	July 1, 2032	402,000
January 1, 2023	325,000	January 1, 2033	407,000
July 1, 2023	329,000	July 1, 2033	411,000
January 1, 2024	332,000	January 1, 2034	416,000
July 1, 2024	336,000	July 1, 2034	421,000
January 1, 2025	340,000	January 1, 2035	426,000
July 1, 2025	344,000	July 1, 2035	430,000
January 1, 2026	348,000	January 1, 2036	435,000
July 1, 2026	352,000	July 1, 2036 [†]	439,000
January 1, 2027	356,000		

[†]Maturity

CERTIFICATE

I, the undersigned, City Clerk of the City of Belton, Missouri, hereby certify that the above and foregoing constitutes a full, true and correct copy of the Ordinance duly passed by the City Council of the City at a meeting duly and regularly held, after proper notice thereof, on May 26, 2015; that said Ordinance has not been modified, amended or repealed, and is in full force and effect as of the date hereof; and that the same is on file in my office.

WITNESS my hand and official seal this ____ day of _____, 2015.

City Clerk

(Seal)

SECTION XI
A



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 26, 2015

DIVISION: Engineering

COUNCIL: **Regular Meeting** **Work Session** **Special Session**

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Motion
<input checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Professional Resources Development, Inc. has submitted development plans for Lot 2 of the Belton Gateway development platted in February 2014. The Lot 2 development plans were approved by the Planning Commission on April 20, 2015.

As part of their submittal, the developer has selected to participate in the City’s Markey Regional Detention Program. The program provides an alternative to on-site stormwater detention. The ordinance for the program was approved in May 2014 and is codified as Section 32-1.4, and requires all developers approved for participation in the program to enter into the attached agreement with the City.

PROPOSED CITY COUNCIL MOTION:

Approve by motion the agreement between the City and Professional Resources Development, Inc. associated with Heartland Dental at Lot 2 of Belton Gateway to participate in the Markey Regional Detention Program.

BACKGROUND:

Section 32-1.4.c requires that a drainage study and an application be submitted. Both have been submitted to staff and approved by the City Engineer. The fee for participation is calculated as \$5,100 per impervious site acre. For this development, with 1.02 acres (44,563 square feet) of additional impervious surface, the fee is \$5,217.43.

The Transportation Division has begun grading work at the regional detention facility but has used Transportation dollars until the Markey Regional Detention Fund 226 has available funds. This revenue from Heartland Dental should therefore be refunded back to Transportation.

IMPACT/ANALYSIS:

Revenue of \$5,217.43 to Fund 226.

STAFF RECOMMENDATION, ACTION, AND DATE:

Approve by motion the agreement between the City and Professional Resources Development, Inc. to participate in the Markey Regional Detention Program at the May 26, 2015 regular City Council meeting.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Agreement

AGREEMENT REGARDING THE USE OF THE MARKEY REGIONAL DETENTION FACILITY
IN LIEU OF PROVIDING ON SITE OR OTHER PRIVATE DETENTION

This Development Agreement, is made as of May 20th, 2015, by and between Professional Resource Development INC. (the "Developer") and the City of Belton, Missouri (the "City") with respect to the use of the Markey Regional Detention Facility, and the related payment in lieu of providing on site or other private detention.

RECITALS

A. Section 32-1 (1) of the Belton Unified Development Code requires that developers of property located with the City provide on-site detention for the purpose of managing storm water (the "Section 32-1 Obligations").

B. Ordinance No. 2014-4005 adopted by the City Council on June 10, 2014, (the "Ordinance") allows developers of property located within the "Markey Regional Watershed" as defined in the Ordinance to participate in the Markey Regional Detention Program (the "Markey Regional Detention Program") as an alternative method to satisfying their Section 32-1 Obligations.

C. The Markey Regional Detention Program allows property owners to utilize the Markey Regional Detention basin (the "Regional Detention Basin") in order to satisfy their Section 32-1 Obligations, conditioned inter alia upon a payment calculated at a base rate of \$5,100 per impervious acre of the proposed development (the "Payment in Lieu").

D. The Developer has submitted an application (the "Application") for participation in the Markey Regional Detention Program, for the property legally described and depicted on **EXHIBIT 1** attached hereto (the "Property".) The Application was accompanied by a drainage study setting forth in detail the number of impervious acres contained within the proposed development on the Property and the detailed methodology for such calculations using approved APWA methodologies (the "Drainage Study").

E. The City has reviewed the Application and the Drainage Study and determined that the Developer's participation in the Markey Regional Detention Program will achieve and/or exceed the Developer's Section 32-1 Obligations resulting from the proposed development of the Property.

NOW, THEREFORE AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE CITY AND DEVELOPER AGREE AS FOLLOWS:

Term. This Agreement shall remain in force and effect so long as the Regional Detention Basin is utilized by the Developer or its heirs, successors and assign to satisfy any Section 32-1 Obligations related to the Property or any portion thereof.

Rate. Developer shall pay \$5,217.43 (five thousand two hundred and seventeen dollars and 43/100's) to the City for the utilization of the Regional Detention Basin in order to satisfy its Section 32-1 Obligations. Said payment to be submitted to the City as a condition to the issuance of any permit related to the development of the Property.

Funds. The funds collected in accordance with this Agreement shall be deposited by the City into a specifically designated account and shall only be used toward the construction and subsequent maintenance of the Regional Detention Basin.

Design and Construction. Plans for the improvements required to utilize the Regional Detention Basin must be submitted to and approved by the City before any permit related to the development of the Property will be issued by the City. Said plans must comply with the requirements of APWA Section 5600 and the City of Belton's development standards as set out in Section 36.69 (b) of the Unified Development Code.

Water Quality. Developer agrees that the water delivered into the Regional Detention Basin shall meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources. Developer agrees to provide the City, upon request, with the results of any water quality analyses necessary to assess the quality of the water delivered into the Regional Detention Basin. Failure to meet or exceed the minimum water quality standards of the City and the Missouri Department of Natural Resources shall be a breach of this Agreement and shall be cause for termination of the Agreement.

Indemnification. Developer shall indemnify and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with this Agreement and/or use of the Regional Detention Basin caused in whole or in part by Developer, its employees, agents or subcontractors, or caused by others for whom Developer is liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees. Developer's obligations under this section with respect to indemnification for acts or omissions of City, its agencies, officials, officers or employees shall be limited to the coverage and limits of General Liability insurance that Developer is required to procure and maintain under this Agreement.

Insurance. Developer will carry and keep in force at its own expense, Commercial General Liability insurance with companies that do business in this state, in an amount not less than \$2,500,000 single limited personal injury and property damage and \$2,500,000 combined personal injury and property damage and cover Developer's use of the Regional Detention Basin. All policies of insurance shall be considered primary of any existing, similar insurance carried by the City. Such coverage need not be covered by separate policy, but may be satisfied through the existence of one or more master policies granted to Developer. Developer shall furnish City with a certificate of insurance prior to the issuance by the City of any permit for development of the Property.

Governing Law. This Agreement shall be construed and governed in accordance with the law of the State of Missouri. The parties submit to the jurisdiction of the courts of the State of Missouri and waive venue.

Compliance with Laws. Developer shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement and in effect as of the date of this Agreement.

Default and Remedies. If Developer shall be in default or breach of any provision of this Agreement, City shall provide Developer with written notice of such default or breach. In the event that

Developer has not cured the default or breach to City's satisfaction within thirty days (30) days of the date of the initial notice, or has not taken such reasonable steps as determined by City in City's sole discretion to expeditiously cure such default or breach, then City may, in addition to any other legal or equitable remedies, terminate this Agreement. In the event that City terminates this Agreement: 1) Developer shall be obligated to satisfy its Section 32-1 Obligations independently of and without the right to utilize the Regional Detention Basin; 2) Developer shall not be entitled to any refund of the Payment in Lieu; and 3) Developer shall be responsible for all costs associated with disconnecting the Property from the Regional Detention Basin, such costs, if not paid by Developer shall be assessed against the Property and a lien placed against the Property until paid. In the event Developer has been declared to be in default of this Agreement by City, in addition to any and all other remedies, City may revoke any certificates of occupancy that have been issued on the Property pending Developer's independent satisfaction of its Section 32-1 Obligations.

Waiver. Waiver by City of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant or condition of this Agreement can be waived except by written consent of the City, and forbearance or indulgence by the City in any regard whatsoever shall not constitute a waiver of same to be performed by Developer to which the same may apply and, until complete performance by Developer of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended, except in writing by the City.

Assignability. Developer shall not assign or transfer any part or all of its interest in this agreement without the City's prior approval. If Developer shall transfer any part of its obligations under this Agreement without the prior approval of the City, such transfer shall constitute a material breach of this Agreement.

Binding Agreement. This Agreement shall be binding upon the heirs, successors and assigns of the Developer. The obligations of the Developer under the Agreement shall also be a covenant that runs with the land and shall bind all successors in interest to title to the Property or portions thereof.

Recording. This Agreement shall be recorded with the Cass County Recorder of Deeds.

Conflicts of Interest. Developer certifies that no officer or employee of City has, or will have a direct or indirect financial or personal interest in this Agreement.

Counterparts. This Agreement may be signed in one or more counterparts.

Notices. All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

City:

City of Belton,
Public Works Department, Engineering Division

520 Main Street
Belton, MO 64012
Phone: 816-331-4331
Fax: 816-322-6973

With a copy to the City Attorney:

Aaron G. March, Esq.
White Goss, a Professional Corporation
4510 Belleview, Suite 300
Kansas City, MO 64111

Developer:

Professional Resource Development, INC.
1200 Network Center Drive Suite 2
Effingham, IL 62401

All notices are effective on the date mailed or deposited with courier.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed pursuant to due authority of the date first set forth above.

DEVELOPER

By: _____

Title: _____

Date: _____

CITY

By: _____

Title: _____

Date: _____