



**CITY OF BELTON
CITY COUNCIL
PUBLIC HEARING AND REGULAR MEETING
TUESDAY, DECEMBER 13, 2016 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

I. CALL PUBLIC HEARING TO ORDER

- A. A public hearing to receive public input on the proposed amendments to the Grand Hill Community Improvement District and authorization for special assessments.

II. ADJOURN PUBLIC HEARING

III. CALL REGULAR MEETING TO ORDER

IV. PLEDGE OF ALLEGIANCE – COUNCILMAN FLETCHER

V. ROLL CALL

VI. 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 November 22, 2016, City Council regular meeting.

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- B. Motion to cancel the December 27 regular City Council meeting.

VII. PERSONAL APPEARANCES

VIII. ORDINANCES

- A. Motion approving final reading of Bill No. 2016-117:
AN ORDINANCE AUTHORIZING AND APPROVING A CLINICAL AGREEMENT BETWEEN THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, AKA METROPOLITAN COMMUNITY COLLEGE, AND CITY OF BELTON, THROUGH ITS FIRE DEPARTMENT, TO PROVIDE PROTOCOLS AND REQUIREMENTS DIRECTING THE EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENT CLINICAL EDUCATION EXPERIENCE.

- B. Motion approving final reading of Bill No. 2016-119:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL CITY ELECTION FOR MUNICIPAL OFFICERS TO BE HELD ON APRIL 4, 2017.
- C. Motion approving final reading of Bill No. 2016-120:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$44,000.
- D. Motion approving final reading of Bill No. 2016-121:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH TERRACON CONSULTANTS, INC. FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF 40,000.
- E. Motion approving first reading of Bill No. 2016-122:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO VF ANDERSON BUILDERS, LLC FOR THE STP 3322 (409) 155TH STREET WIDENING PROJECT IN THE AMOUNT OF \$2,933,388.35.

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- F. Motion approving first reading of Bill No. 2016-123:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO A & B CONSTRUCTION, LTD., FOR THE CONSTRUCTION OF THE STORAGE FABRIC BUILDING FOR COMPOSTING OPERATION IN A NOT-TO-EXCEED AMOUNT OF \$23,717.00.

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- G. Motion approving both readings of Bill No. 2016-124:
AN ORDINANCE APPROVING A RENTAL AGREEMENT WITH BERRY COMPANIES, INC., D/B/A KC BOBCAT OF OLATHE, KANSAS TO LEASE A BOBCAT S590 LOADER WITH 68 INCH LP SMOOTH BUCKET FOR USE IN AND AROUND THE BELTON PARKS SYSTEM AND PROVIDING ACCESS TO INSURANCE COVERAGE THROUGH THE CITY'S EQUIPMENT POLICY.

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- H. Motion approving first reading of Bill No. 2016-125:
AN ORDINANCE APPROVING AN AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY BELTON PARKS AND RECREATION FOR THE TREE CITY USA SIGN ON MISSOURI DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY.

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- I. Motion approving first reading of Bill No. 2016-126:
AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT.

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- J. Motion approving first reading of Bill No. 2016-127:
AN ORDINANCE TO ENABLE BELTON, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE "PROPERTY ASSESSMENT CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT.

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- K. Motion approving both readings of Bill No. 2016-128:
AN ORDINANCE AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELTON, MISSOURI AND THE CITY OF RAYMORE, MISSOURI TO SUPPORT CONVEYANCE OF CERTAIN RIGHTS OF CONTROL TO THE NORTH SIDE OF HIGHWAY 58 BETWEEN THE CENTERLINE OF CLINT DRIVE AND DEAN AVENUE AND THE CENTERLINE OF KENTUCKY ROAD FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION TO THE CITY OF RAYMORE, MISSOURI.

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- L. Motion approving first reading of Bill No. 2016-129:
AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A PROPOSAL WITH EVOQUA WATER TECHNOLOGIES CORP. FOR REMOTE MONITORING AND ALARM SYSTEM SERVICES AT THE WASTEWATER TREATMENT FACILITY.

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M. Motion approving first reading of Bill No. 2016-130:

AN ORDINANCE APPROVING THE PETITION TO AMEND THE FIRST AMENDED PETITION TO ESTABLISH THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT GENERALLY LOCATED EAST OF THE SOUTH OUTER ROAD OF INTERSTATE 49 ALONG GRAND STREET AND HILL STREET, ALL IN THE CITY OF BELTON, MISSOURI; AUTHORIZING COLLECTION OF SPECIAL ASSESSMENTS ON PROPERTIES LOCATED IN THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE AMENDMENT AND AUTHORIZATION TO ASSESS A SPECIAL ASSESSMENT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

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IX. RESOLUTIONS

A. Motion approving Resolution R2016-40:

A RESOLUTION APPROVING THE MIDWEST PUBLIC RISK OF MISSOURI 2016 BYLAW REVISIONS.

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B. Motion approving Resolution R2016-41:

A RESOLUTION APPROVING A PLEDGE OF SUPPORT FOR THE SHOW-ME HEROES PROGRAM ADMINISTERED BY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, DIVISION OF WORKFORCE DEVELOPMENT.

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X. CITY COUNCIL LIAISON REPORTS

XI. MAYOR'S COMMUNICATIONS

XII. CITY MANAGER'S REPORT

XIII. MOTIONS

XIV. OTHER BUSINESS

A. Solid Waste RFP / Ballot?

XV. Motion to enter Executive Session to discuss matters pertaining to Legal Actions, according to Missouri Statute 610.021.1, and that the record be closed.

XVI. ADJOURN

SECTION VI

A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
NOVEMBER 22, 2016
CITY HALL ANNEX, 520 MAIN STREET
BELTON, MISSOURI**

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

Councilman Savage led the Pledge of Allegiance to the Flag.

Councilmembers present: Mayor Jeff Davis, Councilmen Ryan Finn, Jeff Fletcher, Gary Lathrop, Bob Newell, Lorrie Peek, Tim Savage, Chet Trutzel and Dean VanWinkle; also present: Ron Trivitt, City Manager; Megan McGuire, City Attorney; Aaron March, Special Counsel with White Goss Law Firm; and Andrea Cunningham, Executive Secretary.

CONSENT AGENDA:

Councilman Lathrop moved to approve the consent agenda consisting of a **motion approving the minutes of the November 8, 2016, City Council regular meeting; and a motion approving the October 2016 Municipal Police Judge's Report.** Councilman Savage seconded. All voted in favor. Consent agenda approved.

ORDINANCES:

Andrea Cunningham, Executive Secretary, gave the final reading of Bill No. 2010-92: **APPROVING AND DESIGNATING REDEVELOPMENT PROJECT 4 OF THE Y HIGHWAY MARKET PLACE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AS A REDEVELOPMENT PROJECT AND ADOPTING TAX INCREMENT FINANCING THEREIN.** Presented by Councilman Lathrop, seconded by Councilman Savage. Aaron March with White Goss Law Firm Special Council was present to speak to this ordinance. This ordinance was first introduced on December 14, 2010. State statute says a multiple phase TIF project must have all ordinances for all phases introduced within 14-90 days of the close of the public hearing. The phase ordinances are held until they are ready to move forward. This particular ordinance is the Arvest Bank phase. It has been completed. Mr. March would recommend the City Council approve this ordinance. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Newell, Savage, Peek, Fletcher, Mayor Davis, Councilmen Trutzel, VanWinkle, Lathrop, and Finn; Noes: None; Absent: None. Bill No. 2010-92 was declared passed and in full force and effect as Ordinance No. 2016- 4284, subject to Mayoral veto.

Ms. Cunningham gave the final reading of Bill No. 2016-112: **AN ORDINANCE APPROVING A PUBLIC SERVICE AGREEMENT WITH OATS, INC.** Presented by Councilman Newell, seconded by Councilman Finn. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Peek, Finn, Trutzel, Fletcher, Mayor Davis, VanWinkle, Newell, Lathrop and Savage; Noes: None; Absent: None. Bill No. 2016-112 was declared passed and in full force and effect as Ordinance No. 2016- 4282, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2016-116: **AN ORDINANCE EXTENDING AND AMENDING THE FARM LEASE AGREEMENT WITH DANNY CHEVALIER TO**

CONTINUE LEASING THE CITY PROPERTY ADJACENT TO MARKEY ROAD FOR PLANTING, CULTIVATING AND HARVESTING AGRICULTURAL CROPS. Presented by Councilman Trutzel, seconded by Councilman Fletcher. It is approximately 51 acres. Councilman Peek said she commented at the May 10, 2016, Council meeting that the lease rate was low compared to the average per acre rate and she still contends it is too low. After checking around, she found that the average rate per acre per year is \$150. If it were put out for bid we could make more than the approximate \$39 per acre Danny Chevalier pays. Megan McGuire said Mr. Chevalier has had the contract for seven years, with the rate increasing each year. We did an amendment on this lease in 2013 and also asked Mr. Chevalier to clean up some debris. He would like to have the contract for one more year. We have put it out for bid in the past and she recommends putting it out for bid again next year. Mr. Chevalier and Brad Foster had already tentatively negotiated the price of \$2000 for this coming year. Councilmen Peek and Savage would recommend we put this out for bid this year. Vote on the first reading was recorded: Ayes: None; Noes: 9; Absent: None. First reading failed.

Ms. Cunningham read Bill No. 2016-117: **AN ORDINANCE AUTHORIZING AND APPROVING A CLINICAL AGREEMENT BETWEEN THE JUNIOR COLLEGE DISTRICT OF METROPOLITAN KANSAS CITY, MISSOURI, AKA METROPOLITAN COMMUNITY COLLEGE, AND CITY OF BELTON, THROUGH ITS FIRE DEPARTMENT, TO PROVIDE PROTOCOLS AND REQUIREMENTS DIRECTING THE EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC STUDENT CLINICAL EDUCATION EXPERIENCE.** Presented by Councilman Lathrop, seconded by Councilman Savage. Fire Chief Larkey and Training Chief Sapp said this is a continuation of an agreement we already have. Ms. McGuire made a few changes. This agreement allows MCC students to ride with the Belton Fire Department and complete some of their clinical requirements and certifications. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2016-118: **AN ORDINANCE AUTHORIZING THE CITY OF BELTON, MISSOURI TO APPROVE THE AGREEMENT WITH LAN-TEL COMMUNICATIONS AND UNDERGROUND SERVICES, INC. TO CONNECT A FIBER CABLE AT THE POLICE STATION.** Presented by Councilman Trutzel, seconded by Councilman Peek. Chief Larkey said this bid is a little more than originally presented to the Council a few months ago because they found a wire had been cut at the Police Station and it will need to be repaired. All voted in favor of the first reading. **Councilman Newell moved to hear the final reading.** Councilman Fletcher seconded. All voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Finn. The Council was polled and the following vote recorded; Ayes: 9, Councilmen Savage, Finn, Newell, Fletcher, Mayor Davis, Councilmen Lathrop, Trutzel, VanWinkle, and Peek; Noes: None; Absent: None. Bill No. 2016-118 was declared passed and in full force and effect as Ordinance No. 2016-4283, subject to Mayoral veto.

Ms. Cunningham read Bill No. 2016-119: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI, CALLING FOR AND ESTABLISHING THE DATE OF THE GENERAL CITY ELECTION FOR MUNICIPAL OFFICERS TO BE HELD ON APRIL 4, 2017.** Presented by Councilman Fletcher, seconded by Councilman Trutzel. Ms. McGuire pointed out that there was a scrivener's error in the articles the ordinance references. It did not change the content of the ordinance and it has been fixed. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2016-120: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH WILSON & COMPANY, INC., ENGINEERS & ARCHITECTS FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$44,000.** Presented by Councilman Savage, seconded by Councilman Peek. Kate Patras, Assistant City Engineer, said we had a preliminary engineering agreement in 2014. It has been supplemented with Wilson & Company for final design in 2015. This agreement today is for construction engineering services. Vote on the first reading was recorded with all voting in favor. First reading passed.

Ms. Cunningham read Bill No. 2016-121: **AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING THE CONSTRUCTION ENGINEERING CONTRACT WITH TERRACON CONSULTANTS, INC. FOR CONSTRUCTION RELATED SERVICES FOR THE 155TH STREET WIDENING PROJECT IN THE NOT-TO-EXCEED AMOUNT OF \$40,000.** Presented by Councilman Trutzel, seconded by Councilman Savage. Councilman Lathrop pointed out the contract says “it is expected that Grandview and Belton will share the cost.” Ms. Patras said she is still working with MoDOT to get an 80% reimbursement on the contract. She should hear from them in about two weeks. Our bids on the project came in low. In that case, Grandview and Belton will be splitting the contract costs evenly. Vote on the first reading was recorded with all voting in favor. First reading passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Peek said the Park Board is working on their FY18 budget. They’re also working with MoDOT for a Tree City sign on the city limits sign.

MAYOR’S COMMUNICATIONS:


Mayor Davis announced the Mayor’s Christmas Tree Lighting Ceremony will be at Memorial Station, November 28, 5:30 P.M. Santa will arrive at 6:20 P.M. Bring your canned goods; it’s a good outreach for the community.

OTHER BUSINESS:

Councilman Lathrop said AT&T is putting in fiber on Cambridge and they have exceeded the ROW and the area is torn up. Ms. Patras said they have a ROW permit and they are connecting over to the Traditions property. She will send an inspector to look at it.

Councilman Lathrop said there’s also AT&T work begin done on Mullen. It appears to not be consistent with our road widening plans and they may have to move the lines. Ms. Patras has communicated our Mullen road widening plans with them. They are aware and were given some options, but they decided to continue as planned. They will be responsible for moving the line later, if necessary. It is something Ms. Patras and Ms. McGuire have already talked about.

Being no further business, Councilman Lathrop moved to adjourn at 7:32 P.M. Councilman Fletcher seconded. All voted in favor. Meeting adjourned.



Andrea Cunningham, Executive Secretary

Jeff Davis, Mayor

SECTION VIII

E

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO VF ANDERSON BUILDERS, LLC FOR THE STP 3322 (409) 155TH STREET WIDENING PROJECT IN THE AMOUNT OF \$2,933,388.35.

WHEREAS, on September 10, 2013, the City entered into an Intergovernmental Cooperation Agreement with the City of Grandview, Missouri for administering the 155th Street Project per Ordinance No. 2013-3948; and

WHEREAS, Belton and Grandview have been working collaboratively on the 155th Street Widening Project; and

WHEREAS, on June 10, 2014, City Council approved a Design Professional Service Agreement with Wilson & Company for the 155th Street Widening Project per Ordinance No. 2014-4003; and

WHEREAS, on April 28, 2015, City Council approved Supplemental Agreement No. 1 with Wilson & Company to complete engineering services for the 155th Street Widening Project per Resolution 2015-21; and

WHEREAS, on May 26, 2015, City Council approved the Missouri Highways and Transportation Commission STP-Urban Program Agreement for the 155th Street Improvements Project per Ordinance No. 2015-4100. This standard funding agreement awarded the funds up to \$4,375,800.00 to the City of Belton to administer the project; and

WHEREAS on August 25, 2015 City Council approved agreements with Valbridge Property Advisors, DM Millin & Associates, and Orrick & Erskine in order to provide appraisals, review appraisals and negotiations for the property acquisition necessary for the project per Ordinance No. 2015-4130, Ordinance No. 2015-4131, and Ordinance No. 2015-4132; and

WHEREAS, on August 25, 2015, City Council approved the condemnation ordinance per Ordinance No. 2015-4133; and

WHEREAS, on November 10, 2015, staff determined there needed to be modifications to the original condemnation ordinance and City Council approved the condemnation ordinance repealing and amending the original condemnation ordinance per Ordinance No. 2015-4150; and

WHEREAS, on April 12, 2016, City Council approved a Professional Services Agreement with Wilson & Company for the design of the 155th Street Sanitary Sewer Extension Project per Ordinance No. 2016-4206. While the sanitary sewer project is separate from the street widening project, the improvements are co-dependent and important to the overall corridor; and

WHEREAS, on August 23, 2016, City Council approved the Demolition Service Agreement with Doubled D, Inc. doing business as Dale Brothers for the STP 3322 (409) 155th Street Improvements – Residential Demolition Project in the not-to-exceed amount of \$45,811.80 per Ordinance No. 2016-4261; and

WHEREAS, on November 8, 2016, City Council approved a Construction Agreement with Pyramid Excavation & Construction, Inc. for the 155th Street Sanitary sewer Extension Project in the not-to-exceed amount of \$239,087 per Ordinance No. 2016-4273; and

WHEREAS, the City advertised the STP 3322 (409) 155th Street Widening Project on October 13, 2016 and publicly opened and read aloud the bids on November 3, 2016. Seven contractors submitted bids on the project and the apparent low bidder was VF Anderson Builders, LLC. On November 16, 2016, the City sent a letter to MoDOT requesting concurrence in the bid award to VF Anderson Builders, LLC, and on November 22, 2016, MoDOT sent a letter concurring with the City's recommendation; and

WHEREAS, staff recommends City Council authorize and approve an agreement award to VF Anderson Builders, LLC for the STP 3322 (409) 155th Street Widening Project in the amount of \$2,933,388.35; the agreement is attached to this ordinance as **Exhibit A**.

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

- SECTION 1. That this ordinance authorizing and approving an Agreement award to VF Anderson Builders LLC for the STP 3322 (409) 155th Street Widening Project in the amount of \$2,933,388.35 is hereby approved for purposes described above.
- SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.
- SECTION 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 13th day of December, 2016, and thereafter adopted as Ordinance No. 2016- of the City of Belton, Missouri, at a regular meeting of the City Council held on the day of , 2016, 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: December 13, 2016

DIVISION: Engineering

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Award the Agreement for the STP 3322 (409) 155th Street Widening Project to VF Anderson Builders, LLC.

This project was advertised on October 13, 2016 and bids were opened and publicly read aloud at City Hall Annex on November 3, 2016. Quality Assurance Plans were not requested for this project in accordance with MoDOT requirements. City staff reviewed the bids and requested concurrence from MoDOT to award the contract to the apparent low bidder, VF Anderson Builders, LLC. MoDOT approved the concurrence request by the City in a letter dated November 22, 2016.

The summary of bids received is illustrated below:

Contractor	Base Bid	Bid Alt A	Bid Alt B	Total (Base Bid + Bid Alt A + Bid Alt B)
VF Anderson Builders LLC	\$2,704,504.45	\$130,518.90	\$98,365.00	\$2,933,388.35
Radmacher Brothers Excavating	\$2,958,863.50	\$122,731.80	\$138,932.80	\$3,220,528.10
Miles Excavating	\$3,180,628.82	\$128,901.25	\$181,330.88	\$3,490,860.95
Pyramid Excavating and Construction	\$3,222,350.95	\$122,368.10	\$98,966.00	\$3,443,685.05
Midwest Heavy	\$3,244,437.85	\$121,632.10	\$150,010.00	\$3,516,079.95
JM Fahey	\$3,330,985.45	\$105,849.35	\$138,145.87	\$3,574,980.67
Amino Brothers	\$3,479,488.50	\$133,414.70	\$139,154.20	\$3,752,057.40
Engineer's Estimate	\$4,684,644.00	\$251,751.50	\$103,396.00	\$5,039,791.50

PROPOSED CITY COUNCIL MOTION:

At the December 13, 2016 regular City Council meeting, approve the first reading of an ordinance authorizing and approving an Agreement Award to VF Anderson Builders, LLC for the STP 3322 (409) 155th Street Widening Project in the amount of \$2,933,388.35.

BACKGROUND:

The 155th Street Project has been in the works since at least 2012 when an application was submitted for the Surface Transportation Program (STP) funding source through Mid-America Regional Council (MARC) and MoDOT. In 2013, the Cities of Belton and Grandview were notified that they were awarded the funding and entered into an intergovernmental agreement in order to identify

responsibilities for administering the project. In 2014, City Council entered into the preliminary design engineering contract with Wilson & Company. In 2015, City Council entered into: the final design engineering contract with Wilson & Company, property acquisition agreements, and started acquiring property necessary for the improvements. In 2016, the project progressed and design was complete, all property was acquired, three residential parcels were demolished, and the project was advertised for bid. Construction is anticipated to begin in January of 2017 and the project is expected to be complete in December 2017.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	VF Anderson Builders, LLC	
Amount of Request/Contract:	\$	2,933,388.35
Amount Budgeted:	\$	4,570,000.00
Funding Source:	442-5412-495-7117	
Additional Funds:	\$	n/a
Funding Source:	n/a	
Encumbered:	\$	n/a
Funds Remaining:	\$	1,636,611.65

STAFF RECOMMENDATION, ACTION, AND DATE:

At the December 13, 2016 regular City Council meeting, approve the first reading of an ordinance authorizing and approving an Agreement Award to VF Anderson Builders, LLC for the STP 3322 (409) 155th Street Widening Project in the amount of \$2,933,388.35.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Construction Agreement



AGREEMENT

Contract Number STP 3322(409)

Project Title 155TH STREET WIDENING

THIS AGREEMENT is made and entered into on this date _____ between VF Anderson Builders LLC, (CONTRACTOR) as principal, and BELTON, MISSOURI, a Charter City in the State of Missouri, (OWNER).

OWNER and CONTRACTOR, for and in consideration of mutual covenants hereinafter set forth, agree and bind themselves and their respective heirs, executors, administrators, successors and assigns as follows:

Sec. 1. CONTRACTOR shall complete the Work as specified or indicated in the Contract Documents. CONTRACTOR shall furnish all materials, supplies, equipment, and labor and pay labor of all laborers, subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work.

Sec. 2. The Contract Documents shall consist of the following component parts.

- 155TH STREET WIDENING PLANS
- Addenda 1 Dated 10/28/2016
- Addenda 2 Dated 10/31/2016
- Addenda 3 Dated 11/01/2016
- Addenda 4 Dated 11/02/2016

Introductory Information

- Table of Contents
- List of Drawings

Bidding Requirements

- Bidder's Affidavit
- Invitation to Bid
- Instructions to Bidders
- Quality Assurance Plan Specification
- Bid Form and Unit Prices
- Bid Bond

Contracting Requirements

- Agreement
- Performance and Maintenance Bond
- Payment Bond
- Insurance Certificate
- Affidavit of Enrollment in Federal Work Authorization Program and E-Verify
- Certificate of Owner's Attorney

General Contract Conditions
Supplementary Conditions
Missouri Prevailing Wage Info and Forms
Annual Wage Order No. 23
Missouri Revised Statutes and Code of State Regulations
Missouri Project Exemption Certificate
Request for Interpretation
Change Order

Notice to Proceed
Notice of Award

Technical Specifications
Refer to City of Belton and APWA Standard Specifications and Design Criteria

Appendix
Appendix A – ADA Checklist
Appendix B – Geotechnical Report

Sec. 3. OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the amounts determined below (the Contract Price) Two million, nine hundred thirty three thousand, three hundred eighty eight dollars and thirty five cents (\$2,933,388.35).

Sec. 4. CONTRACTOR agrees to begin the Work promptly upon the date stated in the "Notice to Proceed" and to complete the Work within the times specified in the Contract Documents, unless further time is granted by OWNER.

Sec. 5. CONTRACTOR agrees and guarantees that the Work herein mentioned shall be constructed without further compensation than that provided for in the Contract Documents. The acceptance of the Work done hereunder and payment therefore shall not be held to prevent the maintenance of an action on CONTRACTOR's bonds for failure to construct said Work in accordance with the Contract Documents.

Sec. 6. Retainage under this AGREEMENT, if any, shall be specified in the Contract Documents.

Sec. 7. CONTRACTOR agrees and guarantees to make good, at its own expense and in accordance with the instructions of OWNER, any and all faulty or defective material or workmanship which may appear in the Work in accordance with and during the period stated by the Contract Documents.

Sec. 8. CONTRACTOR, and as necessary and appropriate it's Surety, guarantees to: 1) well and truly perform the covenants contained in the Contract Documents, and 2) pay for the Work and all materials, labor of all laborers, Subcontractors, teamsters, truck drivers, teams and wagons employed, and owners of equipment used on the Work, and for all materials used herein. If the cost of the Work including the cost of performing and furnishing labor, or of furnishing or incorporating equipment and materials is not paid in full by CONTRACTOR, then CONTRACTOR'S Surety will pay for said Work including labor, use of equipment and materials,

or any part thereof which is not paid by CONTRACTOR, within the time stated and in accordance with the conditions provided in Surety's Payment Bond, which is attached and incorporated herein by reference. This provision shall entitle any and all laborers, truck drivers, teamsters and owners of trucks, teams and wagons who may do Work, and parties who may furnish equipment or materials, on or for the improvement to be made under this AGREEMENT, to sue and recover from Surety the amount due or unpaid to them by CONTRACTOR. CONTRACTOR, and as necessary and appropriate it's Surety, shall well and faithfully perform each and all the terms and agreements in the Contract Documents.

Sec. 9. CONTRACTOR, and as necessary and appropriate it's Surety, agrees that no change, extension of time, alteration or additions to the terms of the Contract Documents or to the Work to be performed thereunder, not including Work to be performed beyond the sum of the Contract Price, shall in any way affect Surety's obligations on it's Bonds. Regarding Work beyond the sum of the Contract Price, CONTRACTOR shall notify Surety of said Work. Work beyond the sum of the Contract Price shall not be approved by OWNER unless and until CONTRACTOR'S Surety provides written approval to OWNER and CONTRACTOR.

Sec. 10. The OWNER and CONTRACTOR hereto agree that this AGREEMENT in all things shall be governed by the laws of the State of Missouri.

Sec. 11. The CONTRACTOR, and their subcontractor(s) if any, agrees to comply with all applicable federal and state laws and regulations, non-discrimination employment requirements, labor requirements, occupational safety requirements, and local ordinances.

Sec. 12. All of the provisions of this AGREEMENT shall be severable. In the event that any provision of this AGREEMENT is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this AGREEMENT shall be valid unless the court finds the valid provisions of this AGREEMENT are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this AGREEMENT could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. The CONTRACTOR expressly warrants that they have employed no third person or party to solicit or obtain this AGREEMENT on their behalf. Breach of this warranty shall constitute adequate cause for the annulment of this AGREEMENT by the OWNER.

Sec. 14. This AGREEMENT shall be binding upon all Parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, CONTRACTOR and OWNER's authorized representative have hereunto set their hands and seals respectively, in execution of this Contract.

CONTRACTOR

Name, address, e-mail address and facsimile number of
CONTRACTOR

VF Anderson Builders LLC

15707 E 215th Street

Peculiar MO 64078

Tel (816) 935-9552

Fax (816) 817-2747

I hereby certify that I have authority to execute this document on behalf of CONTRACTOR.

By: _____
Printed Name: _____
Title: _____

Attested By: _____
Printed Name: _____
Title: _____

(Attach corporate seal if applicable)

BELTON, MISSOURI

Address and facsimile number of City department
Public Works Department
City Hall Annex
520 Main Street
Belton, Missouri 64012
Fax: (816) 322-6973

By: _____
Printed Name: Jeff Davis
Title: Mayor

Attested By: _____
Printed Name: Patti Ledford
Title: City Clerk

(Attach Seal)

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, 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 obligation hereby incurred.

By: _____
Printed Name: Sheila Erzen
Title: Finance Director, City of Belton, MO

SECTION VIII

F

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING AN AGREEMENT AWARD TO A & B CONSTRUCTION, LTD. FOR THE CONSTRUCTION OF THE STORAGE FABRIC BUILDING FOR COMPOSTING OPERATION IN A NOT-TO-EXCEED AMOUNT OF \$23,717.00.

WHEREAS, on May 10, 2016, City Council approved Ordinance No. 2016-4220 authorizing and approving the Abatement Order on Consent (AOC) No. 2016-WPCB-1348 with the Department of Natural Resources regarding sanitary sewer overflows on September 27, 2013 and August 20, 2014; and

WHEREAS, the AOC includes four major components as provided in Ordinance No. 2016-4220 and the exhibits attached. One component is the completion of the Supplemental Environmental Project (SEP) Plan to implement a composting program for sludge generated at the WWTF; and

WHEREAS, on July 12, 2016, City Council approved Resolution No. 2016-28 approving Task Agreement #1 with Burns & McDonnell Engineering Company, Inc. in a not-to-exceed amount of \$45,000 to perform evaluation and engineering for the City's new composting program; and

WHEREAS, the evaluation and engineering by Burns & McDonnell Engineering Company, Inc. is underway; and

WHEREAS, the City initially advertised for a Pole Barn structure and held a bid opening on October 31, 2016. One contractor, Morton Buildings, submitted a bid in the amount of \$27,921.00; and

WHEREAS, the City revised the project specifications and advertised for a Storage Fabric building, similar to the existing structure currently used by the Public Works Transportation Division. The bid opening was held on November 17, 2016 and two contractors submitted bids: A & B Construction, LTD at \$23,717.00, and ClearSpan Fabric Structures International, Inc. at \$34,711.00; and

WHEREAS, staff recommends City Council authorize and approve an agreement award to A & B Construction, LTD for the construction of the Storage Fabric Building for Composting Operation in the amount of \$23,717.00; the agreement is attached to this ordinance as **Exhibit A**.

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

SECTION 1. That this ordinance authorizing and approving an Agreement award to A & B Construction, LTD for the construction of the Storage Fabric Building for Composting Operation in the amount of \$23,717.00 is hereby approved for purposes described above.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 13th day of December, 2016, and thereafter adopted as Ordinance No. 2016- of the City of Belton, Missouri, at a regular meeting of the City Council held on the day of , 2016, 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: December 13, 2016

DIVISION: Public Works

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 checked="" type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Staff recommends approval of a Minor Construction Service Agreement with A & B Construction, LTD. for the construction of the Storage Fabric Building for Composting Operation in a not-to-exceed amount of \$23,717.00.

PROPOSED CITY COUNCIL MOTION:

At the December 13, 2016 City Council Regular Session, authorize and approve the first reading of the Minor Construction Service Agreement with A & B Construction, LTD., for the construction of the Storage Fabric Building for Composting Operation in a not-to-exceed amount of \$23,717.00.

BACKGROUND:

At the April 26, 2016 and May 10, 2016 City Council Regular Sessions, staff provided information to Council about the Abatement Order of Consent (AOC), an agreement between the City and the Missouri Department of Natural Resources (DNR), which was the result of Notices of Violations from two Sanitary Sewer Overflow (SSO) events.

This Ordinance No. 2016-4220 was approved by second reading at the May 10, 2016 City Council Regular Session. As detailed in the ordinance, the AOC includes four major components. One component is the completion of the Supplemental Environmental Project (SEP) Plan to implement a composting program for sludge generated at the WWTF.

At the July 12, 2016 City Council Regular Session, a resolution and task agreement with Burns & McDonnell to perform evaluation and engineering for the City's composting program in a not-to-exceed amount of \$45,000, was approved by Resolution No. 2016-28.

The approval of the minor construction service agreement for the construction of the storage fabric building is the next step in the process of implementing the composting program. The storage fabric building recommended will provide storage for sludge prior to beginning the composting process. This building can be incorporated into any future biosolids program the City chooses to pursue. The asphalt pad and walls for this structure will be constructed in-house to reduce costs.

Originally, staff advertised for a pole barn structure, but later determined that a storage fabric building would better suit the City's needs. Advantages of the storage fabric building compared to the pole are related to the interior height (fabric building allows room for a dump truck to fully extend) and side wall structure (side walls will be constructed with blocks opposed to sheet metal). In addition, the storage fabric building can be relocated at a later date if the needs of the City's operation were to change. Both of the bidding results are provided as follows.

Pole Barn

Bid Opening
Morton Buildings

October 31, 2016
\$27,921

Storage Fabric Building

Bid Opening
A & B Construction, LTD
Clearspan Fabric Structures International, Inc.

November 17, 2016
\$23,717
\$34,711

IMPACT/ANALYSIS:
FINANCIAL IMPACT

Contractor:	A & B Construction, LTD	
Amount of Request/Contract:	\$	23,717
Amount Budgeted:	\$	122,000
Funding Source:	660-0000-400-2020	
Encumbered:	\$	54,406.81
Funds Remaining:	\$	67,593.19

A summary table of project expenses is provided below. To date, approximately \$26,000 has been paid to Burns & McDonnell for engineering services and \$11,000 has been spent for preparation of the asphalt pad and sediment ponds. Per the AOC, the composting facility will be in operation by June 30, 2017.

TOTAL PROJECT EXPENSES

Description	Total Amount	Fund
Engineering	\$45,000	General Fund – Public Works – Engineering Line Item: 010-2000-400-3025
Construction	(rounded)	
Building	\$24,000	Wastewater Fund, Services, Plant Maintenance Line Item:
Asphalt Pad	\$25,000	
Sediment Ponds	\$15,000	
<u>Misc. Items</u>	<u>\$3,000</u>	660-0000-400-2020
Total	\$67,000	

STAFF RECOMMENDATION, ACTION, AND DATE:

At the December 13, 2016 City Council Regular Session, authorize and approve the first reading of the Minor Construction Service Agreement with A & B Construction, LTD., for the construction of the Storage Fabric Building for Composting Operation in a not-to-exceed amount of \$23,717.00.

LIST OF REFERENCE DOCUMENTS ATTACHED:

Ordinance
Agreement



CITY OF BELTON
 PUBLIC WORKS
 DEPARTMENT
 506 Main Street
 Belton, MO 64012
 (816) 322-1885
 FAX (816) 322-5031

MINOR CONSTRUCTION SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and A & B Construction, LTD, a _____, authorized to conduct business in Missouri and located at _____ ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires minor construction services to construct a building for to be used for composting operations on the City's Wastewater Treatment Campus as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services and shall give consultation to CITY during the performance of said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be _____ ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to construct a building on-site at the City's Wastewater Treatment Facility Campus in compliance with the specifications provided in 00150 Storage Fabric Building Specifications and as illustrated in 00160 Site Map, which is maintained by the Public Works Department, and CONTRACTOR represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least sixty percent (60%) of the Services described herein, throughout the term of this Agreement.

ARTICLE 3 – PERIOD OF SERVICE

See Article 30 for details on schedule requirements.

ARTICLE 4 – COMPENSATION

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the

CONTRACTOR and approved by the City. If additional services are requested by the City, the CONTRACTOR will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the CONTRACTOR for such approved additional services shall not exceed the approved amount.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement.

ARTICLE 5 – PERMITS AND LICENSES

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

ARTICLE 6 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes to or within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Service stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order. Any claim by the CONTRACTOR for such change or adjustment must be asserted within thirty (30) days of discovery.

ARTICLE 7 – LIABILITY AND INDEMNIFICATION

CONTRACTOR 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 attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its

employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

ARTICLE 8 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence

\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its 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. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 8.** The certificate shall be on a form acceptable to CITY.

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 Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR 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.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

ARTICLE 9 – EXCESSIVE UNEMPLOYMENT

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

ARTICLE 10 – EXCUSABLE DELAYS IN PERFORMANCE

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such reasonable extensions upon presentation of documentation of the periods of such delays.

ARTICLE 11 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written

notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

ARTICLE 12- SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 13 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns.

ARTICLE 14 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to forty percent (40%) of the CONTRACTOR services described herein.

ARTICLE 15 – NO THIRD PARTY RIGHTS

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

ARTICLE 16 – INDEPENDENT CONTRACTORS

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 17 – MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate Director of Public Works in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

ARTICLE 18 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

ARTICLE 19 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 20 – COMMUNICATIONS AND NOTICES

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to one of the contacts specified below:

CONTRACTOR: _____

CITY:

Director of Public Works, 506 Main Street, Belton, MO 64012

AND

Ron Trivitt, City Manager, 506 Main Street, Belton, MO 64012

AND

Megan McGuire, City Attorney, 506 Main Street, Belton, MO 64012

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

ARTICLE 21 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

ARTICLE 22 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

ARTICLE 23 – CITY'S LEGISLATIVE POWERS

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

ARTICLE 24 – 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 CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR 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.

ARTICLE 25 – 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.

ARTICLE 26 – FEDERAL WORK AUTHORIZATION PROGRAM

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

ARTICLE 27 – CONFLICT OF INTEREST

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this 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 CONTRACTOR in this Agreement.

ARTICLE 28 – BUY AMERICAN PREFERENCE

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

ARTICLE 29 – PRICING

Any and all pricing shall be included on 00140 Bid Form and Unit Prices.

ARTICLE 30 – PROJECT SCHEDULE

The CONTRACTOR is allowed 60 calendar days from the date of the Notice to Proceed to complete all work and reach Final Completion.

ARTICLE 31 – PREVAILING WAGES

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

ARTICLE 32 – BONDING

A. CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent.

C. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, CONTRACTOR shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to OWNER.

D. All Bonds and insurance required by the Contract Documents to be purchased and maintained by OWNER or CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds or insurance policies for the limits and coverages so required. The surety and insurance company shall meet the following minimum requirements:

1. Surety for Contracts in excess of \$200,000, A.M. Best rating of B+, V, or better;
2. Surety for Contracts less than or equal to \$200,000, qualified to issue Bonds to amounts specified in the U.S. Dept. of Treasury Circular 570;
3. For companies providing insurance, A.M. Best rating of B+, V, or better.

E. If either OWNER or CONTRACTOR has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten (10) days after receipt of the certificates or other evidence requested as required by Paragraph 5.03. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

ARTICLE 33 – CONTRACT DOCUMENTS

The Bidding and Contract Documents shall consist of the following:

Table of Contents
Bidding Requirements
Bidder's Affidavit
Invitation to Bid
Instructions to Bidders
Storage Fabric Building Specifications
Site Map
Bid Form and Unit Prices
Bid Bond
Contracting Requirements
Minor Construction Service Agreement
Performance and Maintenance Bond
Payment Bond
Insurance Certificate
Affidavit of Enrollment in Federal Work Authorization Program and E-Verify
Certificate of Owner's Attorney
Missouri Prevailing Wage Info and Forms
Annual Wage Order No. 23
Missouri Revised Statutes and Code of State Regulations

Missouri Project Exemption Certificate
Request for Interpretation
Change Order

Notice to Proceed
Notice of Award

[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND

This Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date last written below.

Executed by Contractor this _____ day of _____, 20_____.

Executed by City this _____ day of _____, 20_____.

BELTON, MISSOURI

Address and facsimile number of City

Department:

Public Works Department

City Hall Annex

520 Main Street

Belton, MO 64012

CONTRACTOR

Address and facsimile number of

Contractor:

By: _____

Printed Name: Jeff Davis

Title: Mayor

By: _____

Printed Name: _____

Title: _____

Attested By: _____

Printed Name: Patti Ledford

Title: City Clerk
(Affix City Seal)

Attested By: _____

Printed Name: _____

Title: _____
(Affix Corporate Seal, if applicable)

Approved as to form:

Megan McGuire, City Attorney, City of Belton, Missouri (date)

SECTION VIII

G

AN ORDINANCE APPROVING A RENTAL AGREEMENT WITH BERRY COMPANIES, INC., D/B/A KC BOBCAT OF OLATHE, KANSAS TO LEASE A BOBCAT S590 LOADER WITH 68 INCH LP SMOOTH BUCKET FOR USE IN AND AROUND THE BELTON PARKS SYSTEM AND PROVIDING ACCESS TO INSURANCE COVERAGE THROUGH THE CITY'S EQUIPMENT POLICY.

WHEREAS, the Parks and Recreation Department completed a competitive bid process for the lease of a Bobcat with loader and the bid was awarded to KC Bobcat of Olathe, Kansas; and

WHEREAS, the lease documents, herein attached and incorporated to this Ordinance as **Exhibit "A"**, specify an operating lease for a six month period with renewal or purchase options and require insurance on the equipment pursuant to Article V of the Rental Agreement which will be provided through the City's insurance company; and

WHEREAS, the Parks and Recreation Board has approved and authorized the terms and conditions of the Rental Agreement, and is forwarding to the Belton City Council for approval as the City's Governing Body as required under the terms of the Agreement.

WHEREAS, the City Council has determined that it is in the best interest of the City Parks system to approve this operating lease for the Bobcat loader and afford access to insurance coverage through the City's equipment policy. Certificate of insurance is herein attached and incorporated to this Ordinance as **Exhibit "B."**

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

- Section 1. That the Rental Agreement with Berry Companies, Inc., d/b/a/ KC Bobcat of Olathe, Kansas is hereby approved and the Mayor is authorized and directed to execute Exhibit D of the Agreement on behalf of the City Council.
- Section 2. That the Bobcat loader will be placed on the City's insurance policy with costs allocated to the Parks Department.
- Section 3. That this ordinance shall be in full force and effect from and after its passage and approval.
- Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED: December 13, 2016

Mayor Jeff Davis

Approved this 13th day of December, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 13th day December, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 13th day of December, 2016, 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



Product Quotation

Quotation Number: HMM-00385
Date: 2016-09-21 20:23:56

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH:
BELTON PARKS & REC	Derek	Contract Holder/Manufacturer
Attn: TED LANGE	K.C. Bobcat, Olathe, KS	Clark Equipment Co dba
16400 N MULLEN RD	1220 S HAMILTON CIRCLE	Bobcat Company
BELTON, KS 64012	OLATHE KS 66061-5371	250 E Beaton Dr, PO Box 6000
	Phone: (913) 829-4600	West Fargo, ND 58078
	Fax: (913) 829-1552	Phone: 701-241-8719
		Fax: 701-280-7860
		Contact: Heather Messmer
		Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
S590 T4 Bobcat Skid-Steer Loader	M0261	1	\$28,646.80	\$28,646.80
66.0 HP Tier 4 Turbo Diesel Engine	Lift Arm Support			
Auxillary Hydraulics: Variable Flow	Lift Path: Vertical			
Backup Alarm	Lights, Front & Rear			
Bob-Tach	Operator Cab			
Bobcat Interlock Control System (BICS)	Includes: Adjustable Cushion Seat, Top & Rear			
Controls: Bobcat Standard	Windows, Parking Brake, Seat Bar & Seat Belt			
Cylinder Cushioning - Lift, Tilt	Roll Over Protective Structure (ROPS) meets SAE-			
Engine/Hydraulic Systems Shutdown	J1040 & ISO 3471			
Glow Plugs (Automatically Activated)	Falling Object Protective Structure (FOPS) meets			
Horn	SAE-J1043 & ISO 3449, Level I; (Level II is			
Instrumentation: Engine Temperature &	available through Bobcat Parts)			
Fuel Gauges, Hourmeter, RPM and	Spark Arrestor Exhaust System			
Warning Lights	Tires: 31 x 12-16.5, 10 PR, Bobcat Heavy Duty			
36 Month Protection Plus (3000 Hours)	Warranty: 12 Months, Unlimited Hours			
A71 Option Package	9974370	1	\$2,554.00	\$2,554.00
Cab enclosure with Heat and AC	M0261-P01-A71	1	\$4,315.50	\$4,315.50
Deluxe Instrument Panel	Suspension Seat			
Keyless Start	Attachment Control Kit			
Power Bob-Tach	Cab Accessories Package			
Sound Reduction				
High Flow Hydraulics, Two Speed,	M0261-P03-F50	1	\$2,612.40	\$2,612.40
Hydraulic Bucket Positioning, Cold				
Weather Package	M0261-R01-C04	1	\$1,060.50	\$1,060.50
Selectable Joystick Controls (SJC)				
Air Ride Seat 3pt Belt	M0261-R05-C12	1	\$219.80	\$219.80
40 HP Tier 4 Turbo Diesel Engine	M0261-R00-C02	1	\$0.00	\$0.00

10-10.5, 10 PK, heavy Duty tires		1	\$0.00	\$0.00
Radio	M0261-R26-C02	1	\$291.90	\$291.90
68" Low Profile Bucket	6731418	1	\$686.00	\$686.00
— Bolt-On Cutting Edge, 68"	6718006	1	\$147.27	\$147.27

Total of Items Quoted **\$40,534.17**
Dealer Assembly Charges **\$52.50**
Quote Total - US dollars **\$40,586.67**

Notes:

**Prices off Missouri Contract# 3-130326RW. Contract Expires: 5-1-2015 THRU 4-30-2017*
**Terms Net 30 Days. Credit cards accepted.*
**FOB: Destination within the 48 Contiguous States.*
**Delivery: 60 to 90 days or less from ARO.*
**State Sales Taxes apply. IF Tax Exempt, please provide Tax Exempt Certificate with order.*
**TID# 38-0425360*
**Orders Must be Placed With: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY: _____
 x Perry Gough
 SIGNATURE DATED

x PERRY GOUGH, PRES.
 PRINT NAME AND TITLE PURCHASE ORDER #

SHIP TO ADDRESS: _____
 BILL TO ADDRESS (if different than Ship To): _____

A RESOLUTION AUTHORIZING AND APPROVING EXECUTION OF A RENTAL AGREEMENT WITH BERRY COMPANIES, INC., DBA KC BOBCAT, OF OLATHE, KANSAS TO LEASE A BOBCAT S590 LOADER WITH 68 INCH LP SMOOTH BUCKET FOR USE IN AND AROUND THE CITY OF BELTON, MISSOURI PARKS

WHEREAS, the Parks and Recreation Department completed a competitive bid process for the lease of a Bobcat with loader and the bid was awarded to KC Bobcat of Olathe, Kansas; and

WHEREAS, the lease documents, herein attached and incorporated to this resolution as **Exhibit "A"** specify an operating lease for a six month period with renewal or purchase options and require insurance on the equipment pursuant to Article V of the Rental Agreement which will be provided through the City's insurance company; and

WHEREAS, if the Parks and Recreation Board approves of and authorizes the terms and conditions of the Rental Agreement, the lease documents will be forwarded to the Belton City Council for approval as the City's Governing Body.

NOW, THEREFORE, BE IT RESOLVED BY THE BELTON PARKS AND RECREATION BOARD, AS FOLLOWS:

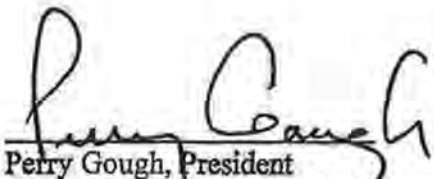
Section 1. That the Rental Agreement with Berry Companies, Inc., doing business as KC Bobcat, herein attached and incorporated as **Exhibit "A"**, is hereby approved.

Section 2. The Director of the Parks and Recreation Department is hereby authorized and directed to sign the Rental Agreement and take such actions as they may deem necessary or advisable to carry out and perform the purposes of this Resolution.

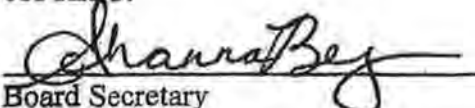
Section 3. The Rental Agreement and accompanying documents will be forwarded to the City of Belton City Council to review and approve as the Governing Body of the City of Belton and power to lease in the City's name and insure the personal property under the City's policy of insurance.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately after its adoption by the Board and the City Council.

Duly read and passed this 21st day of November 2016.


Perry Gough, President
Belton Parks and Recreation Board

ATTEST:


Board Secretary



1680 CHARLES PLACE | 877-587-4054
MANHATTAN, KS 66502

SENT VIA EMAIL: DCARNAHAN@KCBOWCAT.COM

November 14, 2016

Ms. Dawn Carnahan
Berry Companies, Inc. DBA KC Bobcat

Re: Financing for City of Belton, Missouri (Belton Parks and Recreation) for One (1) Bobcat S590 Loader with 68" LP Smooth Bucket

Dear Ms. Carnahan:

Thank you for choosing KS StateBank as your financing source. Attached hereto, please find the Agreement and documentation for your review and completion. Included is a Documentation Instruction sheet to guide you through the process. **All required documentation must be received by 3:00pm CST in order to fund the following business day.**

The interest rate you have been quoted is valid through November 19, 2016.

Please note that, depending on circumstances, we reserve the right to charge a reasonable fee to Renter/broker, if this transaction is not funded. This fee is for expenses incurred and services performed related to the processing of the transaction. This fee will NOT be charged if the transaction is funded by Owner.

If you have any questions regarding the documentation please feel free to contact me at (877) 587-4054.

Sincerely,

Ms. Jojo Bellinder
Client Relations

ASSIGNMENT

This Assignment, dated November 15, 2016, is hereby given by Berry Companies, Inc. DBA KC Bobcat ("Assignor"), to KS StateBank ("Assignee"), whose mailing address is 1010 Westloop, P.O. Box 69, Manhattan, Kansas 66505-0069.

WITNESSETH:

WHEREAS, Assignor has entered into a Rental Agreement dated as of November 15, 2016, (the "Contract"), with City of Belton, Missouri (Belton Parks and Recreation) (the "Renter") pursuant to which the equipment more particularly described therein (the "Equipment") is being sold to Renter under the terms stated in the Contract;

WHEREAS, Assignor desires to sell, assign and transfer to Assignee, Assignor's right, title and interest in, the Rental Payments coming due under the Contract upon the terms and conditions stated below:

WHEREAS, to secure the payment of the amounts stated in the previous paragraph, Assignor hereby grants to Assignee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment, including all additions, repairs and replacements to the Equipment and all proceeds thereof:

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, transfers, delivers and assigns to Assignee, its successors and assigns, without recourse, all of its right, title and interest in, to and under the following items:

All Rental Payments due and to become due from the Renter under the Contract including, without limitation, the present value of any prepayment of Rental Payments, or early termination of the Equipment obligations under the Contract or the use of any Equipment under the Contract, purchase agreement payments, or any insurance proceeds received pursuant to the terms of the Contract or any amounts owed due to late payment under the Contract, (collectively the "Rental Payments"),

Assignor is not assigning any of its obligations to Renter under the foregoing to Assignee, and Assignee shall not be deemed to have assumed any of those obligations by virtue of this Assignment.

Assignor hereby grants to Assignee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom.

Assignor irrevocably constitutes and appoints Assignee and any present or future officer or agent of Assignee, or the successors or assigns of Assignee, as its lawful attorney with full power of substitution and re-substitution, and in the name of Assignor or otherwise, to collect and to sue in any court for payments due or to become due under the Contract, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Contract upon such terms as Assignee in its discretion may deem to be in its best interest, all without notice to or consent of Assignor, and, further, to take possession and to endorse in the name of Assignor any instrument for the payment of money received on account of the payments due under the Contract.

Assignor hereby represents, warrants and covenants to and with Assignee as follows:

- (1) The Contract and the Equipment are free and clear of all claims, liens, security interests and encumbrances of any kind or character, except the rights of the Renter under the Contract and except as contemplated in the Contract. The Contract and the Equipment shall remain free of all claims, liens, security interests and encumbrances arising through any act or omission of Assignor. Also, Assignor shall pay, or have Renter pay, for all permits, licenses, and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment.
- (2) Assignor has and will comply with and perform all obligations of Owner under the Contract and all related documents, contracts, agreements and instruments related to the Equipment, or the servicing or maintenance thereof.
- (3) The Contract delivered to Assignee herewith is an original and constitutes the entire writing, obligation and agreement between the Assignor and the Renter. Assignor has not made any representations, oral or written, to Renter that in any way conflict with any of the terms of the Contract. Assignor has not received any fees or any other form of compensation from Renter that have not been fully disclosed to Assignee in writing prior to the execution of this Assignment.
- (4) Assignor hereby represents and warrants that Assignor has made and will make no sale or assignment of the Assignee's interest in the Contract except to the Assignee, and has made and will make no sale or assignment of Assignor's interest in the Contract to a third party without the prior written approval of Assignee.
- (5) Assignor will pay, or cause the Renter to pay, any fees associated with the use of a payment system other than check, wire transfer, or ACH.
- (6) Assignor will indemnify, defend and hold Assignee harmless from and against all claims, losses, costs and expenses (including, without limitation, attorneys' fees) arising from or growing out of the failure of Assignor to keep or perform any of the warranties, covenants or agreements contained in this Assignment.

At the request of the Assignee, including but not limited to Events of Default or non-appropriation by Renter, or repossession or other civil action by Assignee, Assignor from time to time shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer and assurance, including bills of sale for the Equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof, to effectuate Assignee's remedies, and to more perfectly confirm the rights, titles and interests assigned and transferred to Assignee.

This Assignment (including without limitation all representations, warranties and covenants) shall be binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns (including without limitation any subsequent assignees of any right, title or interest assigned hereby.)

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

Berry Companies, Inc. DBA KC Bobcat

KS StateBank

Signature

Signature

Printed Name and Title

Marsha Jarvis, Senior Vice President

Printed Name and Title

PURCHASE AGREEMENT

OPTION

This Purchase Agreement dated as of November 15, 2016 is between KS StateBank, a Kansas corporation, whose principle place of business is 1010 Westloop, Manhattan, KS 66502 (Seller) and Berry Companies, Inc. DBA KC Bobcat, a Kansas corporation, whose principle place of business is 1220 South Hamilton Circle, Olathe, Kansas 66061 (Buyer).

Whereas, Seller is the Owner on the Rental Agreement dated as of November 15, 2016 (Contract) between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter); and

Whereas, Buyer was the Vendor who supplied all of the Equipment (Equipment) listed on Exhibit A of the Contract; and

Whereas, the Renter has agreed to pay under the payment terms of the Contract a final payment of \$36,072.92 which is due on November 15, 2017; and

Whereas, the possibility exists that Renter will not appropriate all of the funds necessary to make this final payment of \$36,072.92 in which case the Seller (Owner on the Contract) will most likely exercise one or more of the remedies available to Seller including obtaining possession and title to the Equipment; and

Whereas, Buyer has agreed to enter into this Purchase Agreement with Seller as a condition for the Seller to enter into the Contract with Renter;

NOW THEREFORE, the parties hereto hereby agree as follows:

- (1) In the event that Seller receives notice from the Renter that the Renter does not intend to appropriate the funds to pay the final payment, then, upon notification from the Seller to the Buyer of such event, Buyer agrees to take assignment of the Contract from the Seller for an amount equal to the final payment amount of \$36,072.92 plus any interest earned at the Contract rate thereon, up until the date of Equipment transfer or date of final payment to Seller, whichever is later.
(2) In the event that the Seller actually exercises its remedy under the Contract and takes title to the Equipment as a result of Renters failure to pay the final Rental Payment then Buyer hereby agrees to buy the Equipment from Seller in an amount equal to the final payment amount of \$36,072.92 plus any interest earned at the Contract rate thereon, up until the date of Equipment transfer or date of final payment to Seller, whichever is later.
(3) Buyer represents and warrants as follows:
a. Buyer is duly organized and validly existing in good standing under the laws of the state of its incorporation.
b. Buyer has full power and authority to carry on its business as presently conducted, to enter into this agreement, and to perform its obligations under this agreement.
c. The execution, delivery and performance of this agreement and the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of the Buyer.
d. This agreement is a legal and binding obligation of Buyer, enforceable in accordance with its terms.
e. Buyer has incurred no liability, contingent or otherwise, for brokers' or finders' fees relating to the transaction contemplated by this agreement for which Seller shall have any responsibility whatsoever.
f. Buyer is knowledgeable, competent, and experienced in the industry and has independently evaluated and interpreted all information and data relating to the equipment prior to entering into this agreement and understands and is fully able to bear the risk associated with this agreement.
g. These representations and warranties shall survive the closing.
(4) Notwithstanding anything to the contrary, Seller makes no representations or warranties with respect to the equipment that is the subject of this agreement.
(5) The terms and conditions of this agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

Berry Companies, Inc. DBA KC Bobcat

KS StateBank

Signature
Printed Name and Title
48-0797941
Tax ID Number

Signature
Marsha Jarvis, Senior Vice President
Printed Name and Title

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. *Please print on single sided paper only.* Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (816) 229-4006.

I. Attached Documentation

1. **Rental Agreement**
 - ◆ An authorized individual that is with the Renter should sign on the first space provided.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Certificate of Acceptance**
 - ◆ Sign and print name and title
5. **Exhibit D - Certificate of Authorization**
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Agreement.
 - ◆ The secretary, chairman or other authorized board member of the Renter must sign the Certificate where indicated.
 - ◆ A different individual must attest the Certificate where indicated.
6. **Notice of Assignment**
 - ◆ Sign and type name and title.
7. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
8. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check

II. Additional Documentation Required

1. Insurance Certificate as stated on the Insurance Requirements Form
2. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
3. Proof of down payment

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by January 7, 2017, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance which adversely affects the expectations, rights or security of the Owner or its assignees; then Owner or its assignees reserve the right to adjust the quoted interest rate or withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

**All documentation should be returned to:
Berry Companies, Inc. DBA KC Bobcat
1220 South Hamilton Circle
Olathe, Kansas 66061**

RENTAL AGREEMENT

Renter

City of Belton, Missouri (Belton Parks and Recreation)
506 Main Street
Belton, Missouri 64012
Federal ID#: 44-0000137

Owner

Berry Companies, Inc. DBA KC Bobcat
1220 South Hamilton Circle
Olathe, Kansas 66061
Federal ID#: 48-0797941

Dated as of November 15, 2016

This Rental Agreement dated as of the date listed above is between Owner and Renter listed directly above. Owner desires to rent the Equipment described in Exhibit "A" to Renter and Renter desires to rent the Equipment from Owner subject to the terms and conditions of this Agreement which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Rental Agreement and all Exhibits and Addendums attached hereto, and all documents relied upon by Owner prior to the execution of this Agreement.

"Budget Year" means the Renter's fiscal year.

"Commencement Date" is the date when Renter's obligation to pay rent begins.

"Equipment" means all of the items of Equipment listed on Exhibit "A" and all replacements, restorations, modifications and Improvements.

"Owner" means the entity originally listed above as Owner or any of its assignees.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Renter.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Renter's Budget Year.

"Rental Payments" means the payments Renter is required to make under this Agreement as set forth on Exhibit "B".

"Rental Term" means the Original Term and all Renewal Terms.

"Renter" means the entity listed above as Renter and which is renting the Equipment from Owner under the provisions of this Agreement.

"State" means the state in which Renter is located.

II. Renter Warranties

Section 2.01 Renter represents, warrants and covenants as follows for the benefit of Owner or its assignees:

- (a) Renter is authorized to enter into this Agreement, and has used such authority to properly execute and deliver this Agreement. Renter has followed all proper procedures of its governing body in executing this Agreement. The Officer of Renter executing this Agreement has the authority to execute and deliver this Agreement. This Agreement constitutes a legal, valid, binding and enforceable obligation of the Renter in accordance with its terms.
- (b) Renter has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement.
- (c) Renter has never non-appropriated funds under an Agreement similar to this Agreement.
- (d) Upon request by Owner, Renter will provide Owner with current financial statements, reports, budgets or other relevant fiscal information.
- (e) Renter presently intends to continue this Agreement for the Original Term and all Renewal Terms as set forth on Exhibit "B" hereto. The official of Renter responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Renter reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

III. Use of Equipment and Rental Payments

Section 3.01 Installation and Acceptance. Renter shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Renter has selected or will select all of the Equipment and the manufacturer or supplier thereof (the "Supplier(s)") and therefore acknowledges that Owner has not selected, manufactured, supplied or provided any Equipment. As soon as practicable after the date on which the Equipment has been delivered and determined by Supplier(s) to be ready for use at Renter's location (the "Acceptance Date"), Renter will execute a Certificate of Acceptance in the form attached and dated as of the Acceptance Date. If (i) no Event of Default has occurred, (ii) Owner receives such executed Certificate of Acceptance, all other documents and information required under this Agreement, and (iii) Owner receives appropriate invoices and related documents from Supplier(s), Owner shall pay the Supplier(s) for the Equipment. Renter shall arrange with the Supplier(s) for delivery and installation of Equipment. All Equipment shall be shipped directly from Supplier(s) to Renter. Owner shall have no liability for any delay or failure by the Supplier(s) to deliver and install Equipment, or to perform any services, or with respect to the selection, installation, testing, performance, quality, maintenance or support of the Equipment. Renter, at its expense, will pay all transportation, packing, taxes, duties, insurance, installation, testing, maintenance and other charges in connection with the delivery, installation and use of the Equipment.

Section 3.02 Rental Payments. Renter shall pay Rental Payments exclusively to Owner or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Owner or its assignees. The Rental Payments shall constitute a current expense of the Renter and shall not constitute an indebtedness of the Renter. Owner shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date, plus any additional accrual on the outstanding balance for the number of days that the Rental Payment(s) were late. Owner shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Rental Payment that is past due. The Rental Payments will be payable without notice or demand. Renter shall pay or, if requested by Owner, reimburse Owner for any and all sales, use, personal property, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation. Furthermore, Renter agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH.

Section 3.03 Rental Payments Unconditional. Except as provided under Section 4.01, THE OBLIGATIONS OF RENTER TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE. Renter understands and agrees that neither the manufacturer, seller or supplier of any Equipment, nor any salesman or other agent of any such manufacturer, seller or supplier, is an agent of Owner. No salesman or agent of the manufacturer, seller or supplier of any Equipment is authorized to waive or alter any term or condition of this Agreement, and no representation as to Equipment or any other matter by the manufacturer, seller or supplier of any Equipment shall in any way affect Renter's duty to pay the Rental Payments and perform its other obligations as set forth in this Agreement.

Section 3.04 Rental Term. The Rental Term of the Agreement shall be the Original Term and all Renewal Terms until all the Rental Payments are paid as set forth on Exhibit B.

Section 3.05 Disclaimers.

- (a) OWNER, NOT BEING THE SUPPLIER OR THE AGENT OF ANY SUPPLIER, MAKES NO WARRANTY, REPRESENTATION OR COVENANT, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO THE MERCHANTABILITY OF THE EQUIPMENT OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN, QUALITY, CAPACITY OR CONDITION OF THE EQUIPMENT COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENT OF ANY LAW, RULE, SPECIFICATION OR AGREEMENT, PATENT OR COPYRIGHT INFRINGEMENT, OR LATENT DEFECTS. OWNER SHALL HAVE NO LIABILITY WHATSOEVER FOR THE BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY THE SUPPLIER(S). OWNER MAKES NO REPRESENTATION AS TO THE TREATMENT BY RENTER OF THIS AGREEMENT FOR FINANCIAL STATEMENT OR TAX PURPOSES. RENTER AGREES THE EQUIPMENT IS "AS IS." Renter agrees, regardless of cause, not to assert any claim whatsoever against Owner for any indirect, consequential, incidental or special damages or loss, of any kind, including, without limitation, any loss of business, lost profits or interruption of service. Any action by Renter against Owner for any default by Owner under this Agreement shall be commenced within one (1) year after any such cause of action accrues.
- (b) Renter shall look solely to the Supplier(s) for any and all claims related to the Equipment. RENTER UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER(S) NOR ANY SALESPERSON OR OTHER AGENT OF SUPPLIER(S) IS AN AGENT OF OWNER, NOR ARE ANY OF THEM AUTHORIZED TO WAIVE OR ALTER THIS AGREEMENT. No representation by Supplier(s) shall in any way affect Renter's duty to pay the Rental Payments and perform its obligations under this Agreement.

Section 3.06 End of Rental Term Options. Renter may, if no Event of Default then exists, (i) purchase all (but not less than all) of the Equipment by paying Owner the fair market value of the Equipment as determined by Owner, (ii) renew this Agreement for a period of not less than six (6) months at a semi-annual Rental Payment to be determined at time of renewal, or (iii) return Equipment to the Owner pursuant to Section 3.07. Renter must provide Owner written notice of the option selected not less than 90 days prior to the end of the Rental Term. If such notice is not received, Agreement will automatically renew for one year at the current Rental Payment. If Renter elects to purchase Equipment, Renter shall, on the last day of the Rental Term, pay to Owner the purchase price for Equipment in cash; and upon receipt of such payment Owner shall transfer to Renter title to the Equipment, free and clear of any claim, lien or encumbrance (other than those held by parties claiming by, through or under Renter), but without recourse, representation or any other warranty, express or implied, "AS IS", in its then condition and location. Renter shall be responsible for all applicable sales, use, personal property and other taxes.

Section 3.07 Surrender. Once Renter has made all of the Rental Payments set forth under Exhibit B, Renter, at its sole expense, shall pay original supplier to teardown, remove, and for the return of Equipment to Owner's storage facility. Owner and Renter shall inspect the Equipment upon their removal, and the results of such inspections shall be conclusive as to any damage to the Equipment above ordinary wear and tear. Renter shall be responsible for the prompt payment of any and all damages to or reduction in value of the Equipment. At the conclusion of the Agreement, the Renter hereby grants to Owner a ninety (90) day rent free period of time after termination for the Owner to remove the Equipment.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Renter's budget for the next budget year to make the Rental Payments for the next Renewal Term and the funds to make such Rental Payments are otherwise unavailable by any lawful means whatsoever, then Renter shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Renter specifically prohibiting Renter from performing its obligations under this Agreement and from using any moneys to pay the Rental Payments due under this Agreement for a designated Budget Year and all subsequent Budget Years. If Renter chooses this option, then all obligations of the Renter under this Agreement regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Renter of any kind provided that if Renter has not delivered possession of the Equipment to Owner as provided herein and conveyed to Owner or released its interest in the Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Renter shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" which are attributable to the number of days after such Budget Year during which Renter fails to take such actions and for any other loss suffered by Owner as a result of Renter's failure to take such actions as required. Renter shall immediately notify the Owner as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Renter shall deliver the Equipment to Owner as provided below in Section 9.04. Renter shall be liable for all damage to the equipment other than normal wear and tear. If Renter fails to deliver the Equipment to Owner, then Owner may enter the premises where the Equipment is located and take possession of the Equipment and charge Renter for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds Indemnification

Section 5.01 Insurance. Renter shall maintain property insurance and liability insurance at its own expense with respect to the Equipment. Renter shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Renter is required to make Rental Payments. Renter shall provide Owner with a Certificate of Insurance which lists the Owner and/or assigns as a loss payee and additional insured on the policies with respect to the Equipment. Renter shall insure the Equipment against any loss or damage in an amount at least equal to the then applicable Stipulated Loss Value of the Equipment. Renter may self-insure against the casualty risks described above. If Renter chooses this option, Renter must furnish Owner with a certificate and/or other documents which evidences such self insurance. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Owner or its assignees. Renter shall furnish to Owner certificates evidencing such coverage throughout the Rental Term.

Section 5.02 Damage to or Destruction of Equipment. Renter assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Renter will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Owner, Renter shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Stipulated Loss Value. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Renter shall, at the option of Owner, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Stipulated Loss Value and pay the deficiency, if any, to the Owner.

Section 5.04 Reimbursement. Renter assumes liability for, and agrees to and does hereby reimburse, protect and keep harmless, Owner, its successors and assigns, and their respective agents, employees, officers and directors from and against any and all claims, liability, loss, cost, damage or expense (including reasonable attorneys' fees), of whatsoever kind and nature including but not limited to those arising out of or caused by the negligence of Renter, and their respective agents or employees, arising out of the use, condition, operation, possession, control, selection, delivery or return of any item of Equipment, regardless of where, how, and by whom operated, and any failure by Renter to comply with this Agreement. The foregoing reimbursements (i) include, without limitation, claims, loss, cost, damage or expense suffered or incurred as a result of any defect in the Equipment, Software or Services (whether discoverable or not) or based upon any theory of liability (including strict liability doctrines or statutes) and (ii) shall only apply with respect to events prior to the return of the Equipment pursuant to Section 9.04.

VI. Title

Section 6.01 Title. Title to the Equipment shall vest in Owner upon execution of this Agreement. Title to the Equipment will remain with the Owner throughout the Rental Term. Renter shall be responsible for the filing fees, charges, and any other costs associated with the registration of the title. Renter agrees that Owner or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Renter which Owner deems necessary or appropriate to protect Owner's interest in the Equipment and in this Agreement.

Section 6.02 Owner. Renter acknowledges and agrees that Owner is sole and exclusive owner of the Equipment, and that by the execution of this Agreement, Renter shall not possess or obtain any ownership interest, legal or equitable, in the Equipment, except solely as Renter hereunder and subject to the terms hereof. The Equipment is and shall at all times be and remain, personal property, notwithstanding that the Equipment or any part thereof may now be, or hereafter become in any manner affixed or attached to real property.

VII. Assignment

Section 7.01 Assignment by Owner. All of Owner's rights, title and/or interest in the Rental Payments may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Owner at any time without the consent of Renter. No such assignment shall be effective as against Renter until the assignor shall have filed with Renter written notice of assignment identifying the assignee. Renter shall pay all Rental Payments due hereunder relating to such Equipment to or at the direction of Owner or the assignee named in the notice of assignment. Renter shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Renter. None of Renter's right, title and interest under this Agreement and in the Equipment may be assigned by Renter unless Owner approves of such assignment in writing before such assignment occurs.

VIII. Maintenance of Equipment

Section 8.01 Maintenance. Renter shall pay any and all fees, property taxes or other taxes, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Renter's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Renter shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement in accordance to Supplier's recommendations including but not limited to regular maintenance of all HVAC equipment. Renter will be liable for all damage to the Equipment, other than normal wear and tear, caused by Renter, its employees or its agents. Renter shall not during the term of this Agreement create, incur or assume any liens, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. Renter shall allow Owner to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Agreement:

- (a) Failure by Renter to pay any Rental Payment listed on Exhibit "B" for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit "B".
- (b) Failure to pay any other payment required to be paid under this Agreement at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Owner that such payment must be made. If Renter continues to fail to pay any payment after such period, then Owner may, but will not be obligated to, make such payments and charge Renter for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Renter to observe and perform any warranty, covenant, condition, promise or duty under this Agreement for a period of thirty (30) days after written notice specifying such failure is given to Renter by Owner, unless Owner agrees in writing to an extension of time. Owner will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Renter. Subsection (c) does not apply to Rental Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Renter in or pursuant to this Agreement which proves to be false, incorrect or misleading on the date when made regardless of Renter's intent and which materially adversely affects the rights or security of Owner under this Agreement.
- (e) Any provision of this Agreement which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Owner.

(f) Renter admits in writing its inability to pay its obligations. Renter defaults on one or more of its other obligations. Renter applies or consents to the appointment of a receiver or a custodian to manage its affairs. Renter makes a general assignment for the benefit of Owners.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Owner shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Agreement, Owner may declare all Rental Payments and other amounts payable by Renter hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Agreement, Owner may require Renter at Renter's expense to redeliver any or all of the Equipment to Owner as provided below in Section 9.04. Such delivery shall take place within 15 days after the event of default occurs. If Renter fails to deliver the Equipment, Owner may enter the premises where the Equipment is located and take possession of the Equipment and charge Renter for cost incurred. Notwithstanding that Owner has taken possession of the Equipment, Renter shall still be obligated to pay the remaining Rental Payments due up until the end of the then current Original Term or Renewal Term. Renter will be liable for any damage to the Equipment caused by Renter or its employees or agents.
- (c) Owner may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Renter shall be responsible to Owner for all costs incurred by Owner in the enforcement of its rights under this Agreement including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Owner is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Renter shall, at its own expense, surrender the Equipment to the Owner in the event of a default by delivering the Equipment to the Owner to a location accessible by common carrier and designated by Owner.
- (b) **Delivery:** The Equipment shall be delivered to the location designated by the Owner by a common carrier unless the Owner agrees in writing that a common carrier is not needed. When the Equipment is delivered into the custody of a common carrier, the Renter shall arrange for the shipping of the item and its insurance in transit in accordance with the Owner's instructions and at the Renter's sole expense. Renter at its expense shall completely sever and disconnect the Equipment or its component parts from the Renter's property all without liability to the Owner. Renter shall pack or crate the Equipment and all of the component parts of the Equipment carefully and in accordance with any recommendations of the manufacturer. The Renter shall deliver to the Owner the plans, specifications operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and such other documents in the Renter's possession relating to the maintenance and methods of operation of such Equipment.
- (c) **Condition:** When the Equipment is surrendered to the Owner it shall be in the condition and repair required to be maintained under this Agreement. It will also meet all legal regulatory conditions necessary for the Owner to sell or lease it to a third party and be free of all liens. If Owner reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Owner may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Renter shall promptly reimburse Owner for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Owner, the Renter shall provide free storage for the Equipment or any item of the Equipment for a period not to exceed 60 days after the expiration of its lease term before returning it to the Owner. The Renter shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Owner shall reimburse the Renter on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Renter acknowledges this Agreement is not binding upon the Owner or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Owner's satisfaction, and Owner has executed the Agreement. Thereafter, this Agreement shall inure to the benefit of and shall be binding upon Owner and Renter and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Agreement may be amended, added to, changed or modified by written agreement duly executed by Owner and Renter. Furthermore, Owner reserves the right to directly charge or amortize into the remaining balance due from Renter, a reasonable fee, to be determined at that time, as compensation to Owner for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Renter.

Section 10.05 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07 ARTICLE 2A WAIVERS. In the event that Article 2A of the Uniform Commercial Code is adopted under applicable state law and applies to this Agreement, then Renter, to the extent permitted by law, waives any and all rights and remedies conferred upon a Renter by Sections 2A-508 through 2A-522 of such Article 2A, including, but not limited to, Renter's rights to: (i) cancel or repudiate this Agreement; (ii) reject or revoke acceptance of the Equipment, Software or Services; (iii) claim, grant or permit a security interest in the Equipment in Renter's possession or control for any reason; (iv) deduct from Rental payments or other amounts due hereunder, all or any part of any claimed damages resulting from Owner's default, if any, under this Agreement; (v) accept partial delivery of the Equipment; (vi) "cover" by making any purchase or lease of, or contract to purchase or lease equipment in substitution for Equipment designated in this Agreement; and (vii) obtain specific performance, replevin, detinue, sequestration, claim and delivery or the like for any Equipment identified to this Agreement. To the extent permitted by applicable law, Renter also hereby waives any rights now or hereafter conferred by statute or otherwise which may require Owner to sell, lease or otherwise use any Equipment in mitigation of Owner's damages or which may otherwise limit or modify any of Owner's rights or remedies.

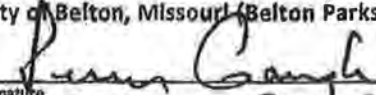
Section 10.08 Master Rental. This Agreement can be utilized as a Master Rental Agreement. This means that the Owner and the Renter may agree to the rental of the additional Equipment under this Agreement at some point in the future by executing one or more Additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by Owner. For purposes of this section, the term "Additional Schedule" refers to the proper execution of additional Schedules to Exhibit A, Exhibit B, Exhibit C and Exhibit D as well as other exhibits or documents that may be required by the Owner all of which relate to the renting of additional Equipment. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Agreement shall govern to each Additional Schedule.

Section 10.09 Entire Writing. This Agreement constitutes the entire writing between Owner and Renter. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or the Equipment rented hereunder. Any terms and conditions of any purchase order or other documents submitted by Renter in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Owner and will not apply to this Agreement.

Section 10.10 Choice of Law. This Agreement shall be governed according to the laws of the State of the Renter.

Owner and Renter have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

City of Belton, Missouri (Belton Parks and Recreation)


 Signature
 PERRY GOUGH, PRES.
 Printed Name and Title

Berry Companies, Inc. DBA KC Bobcat

 Signature

 Printed Name and Title

EXHIBIT A
DESCRIPTION OF EQUIPMENT

RE: Rental Agreement dated as of November 15, 2016, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Bobcat S590 Loader with 68" LP Smooth Bucket

Physical Address of Equipment after Delivery : _____

EXHIBIT B
PAYMENT SCHEDULE

RE: Rental Agreement dated as of November 15, 2016, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

Date of First Payment: May 15, 2017
Total Number of Payments: One (1)
Number of Payments Per Year: One (1)

Pmt No.	Due Date	Rental Payment	*†Stipulated Loss Value
1	15-May-17	\$2,750.00	\$35,428.13

City of Belton, Missouri (Belton Parks and Recreation)

Signature

Perry Gouan
PERRY GOUAN, Pres.

Printed Name and Title

*Assumes all Rental Payments due to date are paid

†Stipulated Loss Value is not Fair Market Value (FMV), and should not be interpreted as same. FMV, as referenced in 3.06, can only be obtained from Owner at end of term.

EXHIBIT C
CERTIFICATE OF ACCEPTANCE

RE: Rental Agreement dated as of November 15, 2016, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

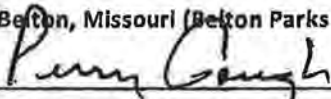
I, the undersigned, hereby certify that I am a duly qualified representative of Renter and that I have been given the authority by the Governing Body of Renter to sign this Certificate of Acceptance with respect to the above referenced Agreement. I hereby certify that:

1. The Equipment described on Exhibit A has been delivered and installed in accordance with Renter's specifications.
2. Renter has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Renter has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current Budget Year of Renter, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
4. Renter has obtained insurance coverage as required under the Agreement from an insurer qualified to do business in the State.
5. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
6. The governing body of Renter has approved the authorization, execution and delivery of this Agreement on its behalf by the authorized representative of Renter who signed the Agreement.
7. Please list the Source of Funds (Fund Item in Budget) for the Rental Payments that come due under Exhibit B of this Agreement.

Source of Funds : Park Fund

City of Belton, Missouri (Belton Parks and Recreation)

Signature



Printed Name and Title

PERRY GOUGH, Pres.

EXHIBIT D
CERTIFICATE OF AUTHORIZATION

RE: Rental Agreement dated as of November 15, 2016, between Berry Companies, Inc. DBA KC Bobcat (Owner) and City of Belton, Missouri (Belton Parks and Recreation) (Renter)

1. **Determination of Need.** The Governing Body of Renter, either through direct board action or indirectly through its officers, officials or other authorized representatives, has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Rental Agreement ("Agreement") dated as of November 15, 2016, between City of Belton, Missouri (Belton Parks and Recreation) (Renter) and Berry Companies, Inc. DBA KC Bobcat (Owner).

2. **Approval and Authorization.** The Governing Body of Renter, either through direct board action or indirectly through its officers, officials or other authorized representatives has determined that it is in the best interest of the Renter to enter into a lease substantially in the form of the Agreement to finance the purchase of the Equipment described on Exhibit A of the Agreement. The Governing Body of Renter has duly authorized the individuals listed below to execute the Agreement and all documents related thereto on behalf of the Renter. Such authorization derives from either direct board action or indirectly through established policies and procedures or bylaws all as allowed by law.

Authorized Individual(s):

(Printed or Printed Name and Title of Individual(s) authorized to execute the Agreement)

3. **Adoption.** The signatures below from the designated individuals of the Governing Body of the Renter evidence the adoption of this Certificate of Authorization

Signature:

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title:

(Printed Name and Title of individual who signed directly above)

Attested By:

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title:

(Printed Name and Title of individual who signed directly above)

NOTICE OF ASSIGNMENT

NOVEMBER 15, 2016

Berry Companies, Inc. DBA KC Bobcat (Owner/Assignor) hereby gives notice of an Assignment between Owner/Assignor and KS StateBank (Assignee) of the Rental Agreement (Contract) between Owner/Assignor and City of Belton, Missouri (Belton Parks and Recreation), dated as of November 15, 2016.

All Rental Payments coming due pursuant to the Contract shall be made to:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Berry Companies, Inc. DBA KC Bobcat, Owner/Assignor

Signature

Printed Name and Title

ACKNOWLEDGEMENT OF AND CONSENT TO ASSIGNMENT

City of Belton, Missouri (Belton Parks and Recreation) (Renter) as party to a Rental Agreement dated as of November 15, 2016 between Renter and Berry Companies, Inc. DBA KC Bobcat (Owner), hereby acknowledges receipt of a Notice of Assignment dated November 15, 2016 whereby Owner gave notice of its assignment to KS StateBank of its right to receive all Rental Payments due from Renter under the Contract and hereby consents to that Assignment. Pursuant to the Notice of Assignment from Owner, Renter agrees to deliver all Rental Payments coming due under the Contract to:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

City of Belton, Missouri (Belton Parks and Recreation)



Signature

PERRY GOUGH, APES.

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Rental Agreement, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

City of Belton, Missouri (Belton Parks and Recreation)
506 Main Street
Belton, Missouri 64012

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ One (1) Bobcat S590 Loader with 68" LP Smooth Bucket
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$37,021.13.

3. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$2,500.00.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 combined single-limit on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:

Fax: (816) 229-7631

or

Email: dcarnahan@kcbobcat.com

Please complete the information below and return this form along with the Agreement.

City of Belton, Missouri (Belton Parks and Recreation)

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Renter, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Renter is authorizing Owner to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Agreement Number 3350745	Payment Amount \$2,750.00	Frequency of Payments Semi-Annual
Beginning Month _____ Year _____	Day of Month 15th	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Renter Name on Agreement City of Belton, Missouri (Belton Parks and Recreation)	
Signature	Printed Name and Title
Tax ID Number 44-0000137	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

11/1/2016



CERTIFICATE OF COVERAGE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

Covered Entity: Midwest Public Risk of Missouri 19400 E Valley View Parkway Independence, MO 64055 City of Belton, MO	Companies affording Coverage: A. Midwest Public Risk of Missouri (Property, Liability, WC) B. Hartford Fire Insurance Company (Property) C. Governmental Entities Mutual / Munich Re America (Liability) D. Safety National (Workers' Compensation) E. CNA Equipment Breakdown
--	--

This is to certify that the coverages listed below have been issued to the member named above for the period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The coverage described herein is subject to all the terms, exclusions and conditions of the relevant coverage document.

Coverage	Policy Number	Effective Date	Expiration Date	Covered Properties	Limits
<input checked="" type="checkbox"/> Property	MPR 003	07/01/2016	06/30/2017	<input checked="" type="checkbox"/> Buildings <input checked="" type="checkbox"/> Personal Property <input checked="" type="checkbox"/> Contents <input checked="" type="checkbox"/> Inland Marine <input checked="" type="checkbox"/> Auto Physical Damage	\$400,000,000
<input checked="" type="checkbox"/> General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	MPR 003	07/01/2016	06/30/2017	Each Occurrence Medical Expense Personal/Advertising Injury Member Aggregate	\$3,734,567 \$5,000 \$3,734,567 \$6,000,000
<input checked="" type="checkbox"/> Auto Liability <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> Owned/Scheduled <input checked="" type="checkbox"/> Hired/Non-Owned <input checked="" type="checkbox"/> Drive Other Car	MPR 003	07/01/2016	06/30/2017	Combined Single Limit (per occ) Bodily Injury (per person) Bodily Injury (per occ) Property Damage (per occ)	\$3,734,567
<input checked="" type="checkbox"/> Workers' Compensation	AGC4049010	07/01/2016	06/30/2017	<input checked="" type="checkbox"/> Statutory Limits <input checked="" type="checkbox"/> Employers' Liability Each Accident Policy Limit	\$1,000,000 \$1,000,000
<input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/> Crime and Employee Fidelity <input checked="" type="checkbox"/> Boiler & Machinery	MPR 003	07/01/2016	06/30/2017		\$100,000,000

Description of operations / locations / vehicles / exclusions added by endorsement / special provisions:

RE: Bobcat S590 Loader with 68' LP Smooth Bucket,
Kansas StateBank AOIA are included as additional insured and loss payee with respects the listed equipment.

Certificate Holder:

 KS StateBank
 1010 Westloop, P.O. Box 69
 Manhattan, KS 66505-0069

Cancellation: Should any of the above described coverages be cancelled before the expiration date thereof, MPR will not be held liable or obligated to the Member, its agents or representatives.

Terry W. Norwood
 Terry W. Norwood, CEO

SECTION VIII

H

AN ORDINANCE APPROVING AN AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY BELTON PARKS AND RECREATION FOR THE TREE CITY USA SIGN ON MISSOURI DEPARTMENT OF TRANSPORTATION RIGHT-OF –WAY.

WHEREAS, the Parks and Recreation Department has been working for several months to place the Tree City USA designation signs on or about two Interstate 49 locations at the north and south entrances to the City ; and

WHEREAS, one of these locations is in the general vicinity of the 155th Street exit ramp at the Cass County and Belton city limits; and

WHEREAS, this location is on Missouri Department of Transportation right-of-way and requires a Missouri Highways and Transportation Commission Agreement as herein attached and incorporated into this Ordinance as **Exhibit “A”**; and

WHEREAS, the Parks and Recreation Board has approved and authorized the terms and conditions of the Signing Agreement at its November 21, 2016 Board meeting, and is forwarding to the Belton City Council for approval as the City’s Governing Body as required under the terms of the Agreement.

WHEREAS, the City Council has determined that it is in the best interest of the City Park Tree Program to approve this Agreement to install and maintain the Tree City USA sign pursuant to the terms and conditions of the Signing Agreement.

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

- Section 1. That the Signing Agreement with the Missouri Highways and Transportation Commission is hereby approved and the Mayor is authorized and directed to execute the Agreement on behalf of the City Council.
- Section 2. That this ordinance shall be in full force and effect from and after its passage and approval.
- Section 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 13th day December, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, 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



MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AGREEMENT FOR SIGNING INSTALLED AND MAINTAINED BY APPLICANT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City of Belton by and through its Parks and Recreation Department (hereinafter, "Applicant"), whose address is 506 Main street Belton, Missouri 64012.

WITNESSETH:

WHEREAS, Applicant requests approval from the Commission to install and maintain certain signs further described below in Cass County, Missouri Tree City USA in the general vicinity of 155 exit ramp at the cass county and Belton City limit; and

WHEREAS, the Commission is willing to approve the Applicant's request subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) LOCATION AND DISPLAY: The Applicant hereby requests that the Commission allow Applicant to construct, install and maintain the following sign(s):

- Blue Star Marker(s)
- Buckle-Up Signs(s)
- Community Awareness Sign(s)
 - DARE Sign(s)
 - Drug Free School Zone Sign(s)
 - Tree City USA Sign(s)
 - Disaster Resistant Community Sign(s)
 - Storm Ready Community Sign(s)
 - Other Community Awareness Sign(s) approved by the Commission's State Traffic Engineer
- Local Reference Signs
 - City Hall/County Courthouse Signs(s)
 - Police Station/Sheriff's Department Sign(s)
 - City/County Park Sign(s)
 - Library Sign(s)
 - Recycle Center Sign(s)
 - Compost Site Sign(s)
 - Other Local Reference Sign(s) approved by the Commission's State Traffic Engineer
- Bus Stop/Mass Transit Sign(s)
- Neighborhood Watch Sign(s)
- Noise Ordinance Sign(s)

Other sign(s) approved by the Commission's State Traffic Engineer

(A) The sign(s) design will follow the guidelines and regulations of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Signing Manual* for size, color and reflectorization. The sign(s) shall read as displayed in Exhibit A.

(B) The sign(s) will be generally located as illustrated in Exhibit B. The Commission will approve final location prior to installation.

(C) The signs will be displayed:

Year round

Seasonally

from _____ to _____

If the sign(s) is/are to be displayed seasonally, that the Applicant shall cover or remove the sign(s) during periods of non-use.

(2) INSTALLATION: The signs shall be installed on a post supplied by the applicant and shall not be attached to Commission's pole or traffic control devices. The post shall include a breakaway post assembly, in accordance with Commission requirements. The Applicant shall provide plans with the specific location details of the sign installation for approval by the Commission prior to installation. All costs associated with this installation shall be borne by the Applicant.

(3) TRAFFIC CONTROL: All work zone signs and traffic control devices to be used during installation and maintenance shall be in accordance and comply with the latest revision of the *Manual on Uniform Traffic Control Devices for Streets and Highways* or as directed by the District Engineer or his authorized representative

(4) PERMIT: Before beginning installation work, the Applicant shall secure a permit from the Commission's District Engineer for the installation of the proposed sign(s). The Applicant shall comply with any additional requirements placed on the issuance of the permit by the District Engineer. The Applicant may provide written authority to the Commission's District Engineer enabling its contractor to obtain the permit as an agent for the Applicant. If required, separate permit(s) for future maintenance will be issued.

(5) COSTS: If this request is approved, all costs associated with the construction, installation, maintenance, or relocation of the sign(s), including, but not limited to work zone signing and traffic control during construction will be borne entirely by the Applicant, with no cost incurred by the Commission. In the event the Commission incurs any costs in association with the performance of this Agreement, the Applicant shall reimburse the Commission for those costs.

(6) HIGHWAY SPECIFICATIONS: All work done pursuant to this Agreement shall be in accordance with applicable portions of the latest editions of the Missouri Highways and Transportation Commission's *Standard Specifications for Highway Construction* and the *Standard Plans for Highway Construction*. The Applicant shall provide a copy of its contractors certification of material used to the Commission.

(7) MAINTENANCE: Applicant shall maintain signs following the guidelines of the Federal *Manual on Uniform Traffic Control Devices* (MUTCD) and the Commission's *Missouri Signing Manual* for reflectivity, alignment, and placement. The Commission may request maintenance of the signs by the Applicant, at the Applicant's expense, and the Applicant shall promptly comply with the Commission's request for maintenance of the signs. Failure by the

Applicant to complete requested maintenance within 14 calendar days from Commission's request shall be grounds for removal of all signs installed by the Applicant.

(8) MAINTENANCE BY APPLICANT WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the sign(s), the Applicant shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the Commission's District Engineer or a designated assistant, and shall include the location and nature of the work to be performed. Any maintenance activities done by the Applicant which involves closing one or more of the through lanes, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The Applicant will be informed of whether or not a permit is required at the time the Applicant notifies Commission of the proposed maintenance activities. The Applicant shall comply with any additional condition placed upon the issuance of the permit.

(9) REMOVAL:

(A) If the Applicant fails to comply with the provisions stated herein regarding the maintenance responsibilities, the Commission may remove the sign(s).

(B) If the Commission, in its sole discretion, determines that the sign(s) is no longer justified, the Commission may remove the sign(s).

(C) If the Commission, in its sole discretion, determines that the sign(s) should be removed or eliminated as part of a highway or transportation project, the Commission may remove the sign(s).

(D) If the Commission, in its sole discretion, determines that the removal of the sign(s) from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the sign(s).

(E) If the Commission removes the sign(s) in accordance with any provision of this Agreement, the Commission will not reimburse the Applicant for the cost or value of the sign(s).

(10) APPLICANT'S RESPONSIBILITIES: The Commission may request the Applicant modify the sign(s) when necessary to comply with changed standards that might be promulgated or adopted at the Applicant's cost and Commission may request the Applicant to relocate the signs to accommodate the need to install signs the Commission, in its sole discretion, deems more appropriate at the Applicant's cost. Should the Commission make either request, the Applicant shall comply with the Commission's request within 14 calendar days.

(11) APPLICANT'S REPRESENTATIVE: The Applicant's (Mayor and Parks and Recreation Board President) are designated as the Applicant's representative for the purpose of administering the provisions of this Agreement. The Applicant's representative may designate by written notice other persons having the authority to act on behalf of the Applicant in furtherance of the performance of this Agreement. All Notices or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

Jeff Davis
Mayor

AND

62

Perry Gough
Parks and Recreation Board President

506 Main Belton, MO 64012
Tele No.:8163314331

16400 North Mullen Rd Belton, MO
64012
Tele No.: 8163487400

(12) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(13) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Applicant shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Applicant's wrongful or negligent performance of its obligations under this Agreement.

(B) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) NO INTEREST: By placing and maintaining signs on the Commission's right of way, the Applicant gains no property interest in Commission's right of way. The Commission shall not be obligated to keep the sign(s) in place if the Commission, in its sole discretion, determines removal or modification of the sign(s) is in the best interests of the state highway system or the Commission.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(17) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(18) ATTACHMENTS: The following Exhibits and other documents are attached to and made a part of this Agreement:

- (A) Exhibit A: Sign Display Detail
- (B) Exhibit B: Sign Location Layout

[Remainder of Page Intentionally Left Blank; Execution and Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the Applicant the ____ day of _____, 20____.

Executed by the Commission the ____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BELTON

By _____

By _____

Title _____

Title Mayor

By *Perry Gough*

Title Parks and Recreation
Board President

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Commission Counsel

- Copies: Applicant
- District
- Traffic Division
- Commission Secretary

EXHIBIT A
Sign Display Detail

Attach and Number Additional Sheets if Necessary


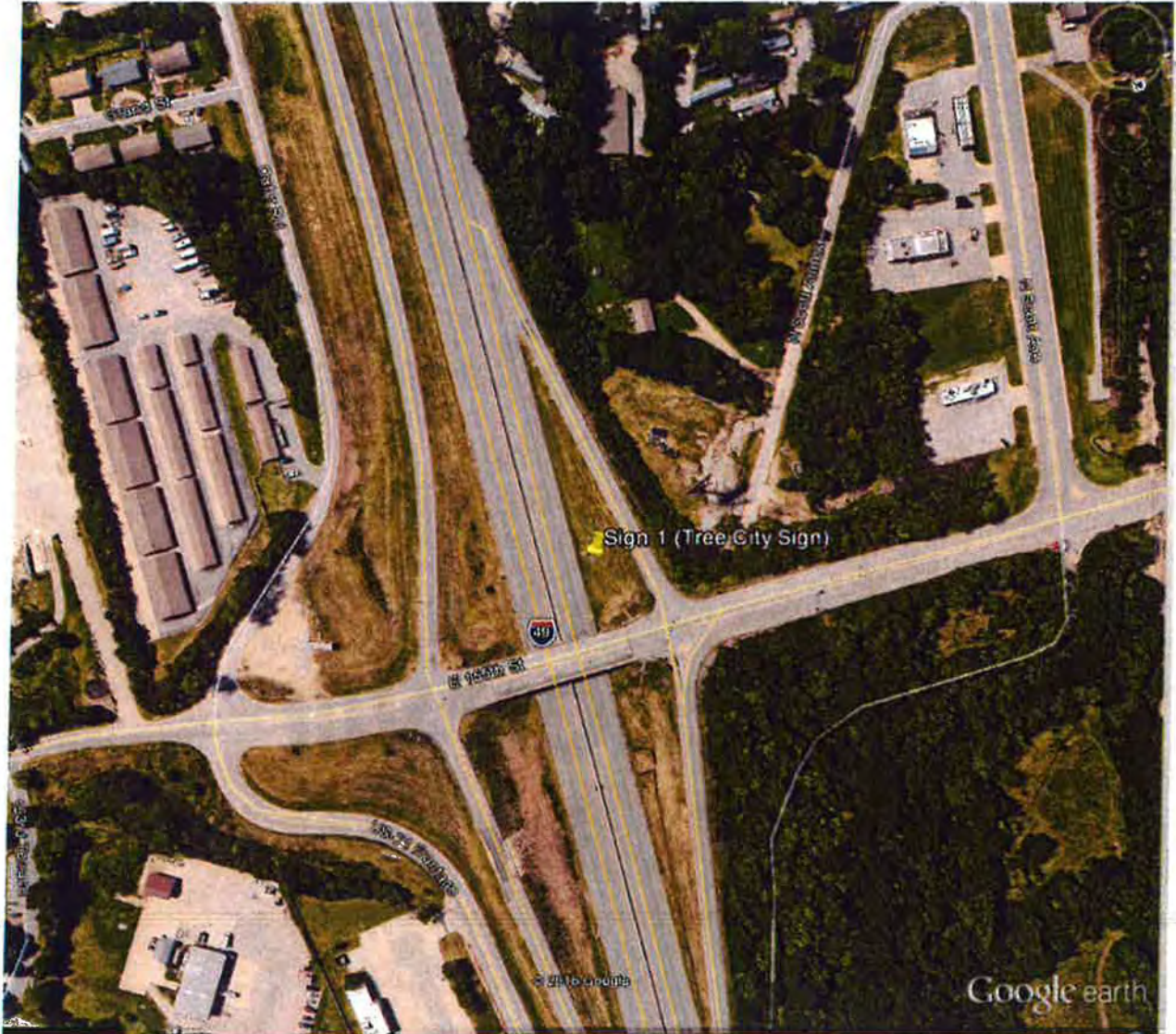
Sign No:	1	Size:	24" x 30"	Quantity:	1	Sign No:	2	Size:		Quantity:	
											
Sign No:	3	Size:		Quantity:		Sign No:	4	Size:		Quantity:	
Sign No:	5	Size:		Quantity:		Sign No:	6	Size:		Quantity:	

EXHIBIT B
Sign Location Layout



SECTION VIII

I

BILL NO. 2016-126

ORDINANCE NO. 2016-

AN ORDINANCE APPROVING A SECOND AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF BELTON, MISSOURI AND THE BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT.

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into an Intergovernmental Cooperative Agreement on May 14, 2013 under Ordinance No. 2013-3913; and

WHEREAS, the City of Belton and the Belton-Cass Regional Transportation Development District entered into a First Amendment to the Intergovernmental Cooperative Agreement on May 24, 2016 under Ordinance No. 2016- 4226; and

WHEREAS, the District and City desire to amend again Section 4.8 and include a new Exhibit E-1 to the Agreement and other related documents, to clarify the procedure for reimbursement of deferred costs payable to the City by the District.

NOW, THEREFORE, BE IT ORDAINED BY THE CIT COUNCIL OF THE CITY OF BELTON, MISSOURI,

Section 1. That the City Council hereby authorizes and approves the Second Amendment to the Intergovernmental Cooperative Agreement herein attached and incorporated as **Exhibit “A”** to this ordinance to clarify the procedure for reimbursement of deferred costs payable to the City by the District.

Section 2. That the Mayor is authorized to sign the agreement on behalf of the City of Belton.

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

Section 4. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of _____, 2016.

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 the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 13th day of December, 2016, and thereafter adopted as Ordinance No.2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, after the second reading thereof by the following:

AYES: COUNCILMEN:

NOES: COUNCILMEN:

ABSENT: COUNCILMEN:

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

BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT

RESOLUTION NO. 2016:03

RESOLUTION AUTHORIZING EXECUTION OF SECOND AMENDMENT TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT WITH CITY OF BELTON, MO

WHEREAS, having duly given notice of a meeting of the Board of Directors in accordance with RSMo Section 610.020, the Directors of the Belton-Cass Regional Transportation Development District ("District") met on November 15, 2016; and

WHEREAS, the District entered into an Intergovernmental Cooperative Agreement dated effective May 14, 2013 with the City of Belton, Missouri ("City") ("Agreement"); and

WHEREAS, the District entered into a First Amendment to Intergovernmental Cooperative Agreement dated effective April 19, 2016; and

WHEREAS, the District and the City desire to amend Section 4.8 and include a new Exhibit E-1 of the Agreement, and other related amendments, to clarify the procedure for reimbursement of deferred costs payable to the City by the District;

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the Belton-Cass Regional Transportation Development District that:

1. The Second Amendment to the Intergovernmental Cooperative Agreement in substantially the form presented to the Board of Directors on this date is approved.

2. The Chairman and other officers are authorized to execute and deliver for and on behalf of the District the Second Amendment to the Intergovernmental Cooperative Agreement in substantially the form presented to the Board of Directors on this date, subject to such changes, additions, or deletions that may be deemed necessary or desirable by the officers of the District or its legal counsel, and any and all additional certificates, agreements, documents or papers and to perform all other acts as the District may deem necessary or appropriate in order to carry out the matters authorized by this Resolution, with such execution being conclusive evidence of the their approval of the terms and conditions thereof.

3. The Chairman and other officers are authorized to take any additional actions within their powers under the Act necessary to carry out the intent of this Resolution.

4. This Resolution shall take effect immediately.

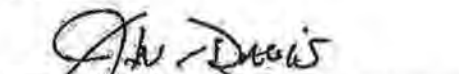
PASSED NOVEMBER 15, 2016

APPROVED:



Gary Mallory, Chairman

ATTEST:



Jeff Davis, Secretary

{30022 / 66742; 720750. }



SECOND AMENDMENT
TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT
between the
CITY OF BELTON, MISSOURI,
and
BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT
dated as of
_____, 2016

EXHIBITS

- A. Legal Description
- B. District Boundary Map
- C. Transportation Project Description
- D. City Reimbursable Costs
- E. City Reimbursable Costs (Deferred Payment)
- E-1 City Projects to be Funded by the District

**SECOND AMENDMENT TO THE
INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL COOPERATIVE AGREEMENT ("Second Amended Agreement"), entered into as of this ___ day of _____, 2016, between the CITY OF BELTON, MISSOURI, a political subdivision of the State of Missouri ("City"), and the BELTON-CASS REGIONAL TRANSPORTATION DEVELOPMENT DISTRICT, a Missouri political subdivision and transportation development district ("District") (the City and the District are collectively referred to herein as the "Parties" and individually as "Party," as the context so requires).

RECITALS

WHEREAS, the City and the District desire to add Exhibit E-1, City Projects to be funded by the District to the Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the Parties agree as follows:

Section 4.8 of the Agreement shall be amended as follows:

Section 4.8 City Reimbursement Requests. While the City and the District agree that the payment of City Reimbursable Costs shown on Exhibit E have been deferred for payment by the District pending payment of all other Transportation Project Costs, the parties agree that from time to time the City may request a portion of such costs be paid to the City for public improvements within the District but which are not a defined Transportation Project, subject to the conditions set forth below and subject to the availability of otherwise unencumbered District Revenue. The City shall submit such request to the Board of Directors with sufficient detail describing the amount of the request, the use of the funds and the benefit to the District. The District, may, but is not required, to approve all or portion of such request if unencumbered District Revenue is available. The Parties acknowledge that the City has requested approval by the Board of Directors of several public improvements as set forth in the attached Exhibit E-1 and that by adoption of this Second Amended Agreement the public improvements are approved. As stated above, the amounts requested for the public improvements are subject to unencumbered District funds being available at the time the funds are needed by the City. The Parties further acknowledge that prior to receipt of payment by the City from the District, any City Project may be removed from the approved list. Notice of removal shall be delivered to the Chairman of the Board in writing. Notwithstanding the foregoing, upon payment by the District to the City, Exhibit E-1 shall be adjusted accordingly and the adjusted outstanding balance shall be noted in the District's financial statement and submitted to the Board of Directors for approval. The City and the District acknowledge that the District paid for the installation of a water line on behalf of the City as part of the improvement of Markey Parkway. The water line expense was estimated at \$300,000 and the final actual amount paid was \$411,329.05 as set forth on Exhibit E-1.

IN WITNESS WHEREOF, the District and the City have caused this Second Amendment to be executed in their respective names and attested as to the date as set forth below.

CITY:

CITY OF BELTON, MISSOURI

By: _____
Jeff Davis, Mayor

ATTEST:

Patricia A. Ledford, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Megan McGuire

STATE OF MISSOURI)
) ss _____
COUNTY OF CASS)

On this ___ day of _____, in the year 2016, before me, a Notary Public in and for said state, personally appeared Jeff Davis, the Mayor of the City of Belton, Missouri and Patricia A. Ledford, the City Clerk of the City of Belton, Missouri, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the City of Belton, Missouri and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this ___ day of _____, 2016.

Notary Public

My Commission Expires:

DISTRICT:

**BELTON-CASS REGIONAL
TRANSPORTATION DEVELOPMENT
DISTRICT**

By: _____
Gary Mallory, Chairman

ATTEST:

_____, Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MISSOURI)
) ss
COUNTY OF CASS)

On this ___ day of _____, in the year 2016, before me, a Notary Public in and for said state, personally appeared Gary Mallory, the Chairman of the Belton-Cass Regional Transportation Development District and _____, the Secretary of the Belton-Cass Regional Transportation Development District, known to me to be the persons who executed the within Intergovernmental Cooperative Agreement on behalf of the Belton-Cass Regional Transportation Development District and acknowledged to me that they executed the same for the purposes therein stated.

Subscribed and affirmed before me this ___ day of _____, 2016.

Notary Public

My Commission Expires:

AMENDED

EXHIBIT E

CITY REIMBURSABLE COSTS (DEFERRED PAYMENT)

Completion of Mullen Road widening improvements:	\$2,269,000
Consisting of:	
Pyramid Excavation & Construction Company, Inc. Ord. No. 2012-3812	\$2,005,865
Wilson & Co. Engineering Design Ord. No. 203-3014	\$ 101,450
Wilson & Co. Supplemental Amount No. Res. 2004-12	
Wilson & Co. Supplemental Amount No. 2 Final design and construction services Res. 2007-19	<u>\$ 161,700</u>
Total	\$2,269,000

EXHIBIT E-1

CITY PROJECTS TO BE FUNDED BY THE DISTRICT

<u>City Project</u>	<u>Date Approved by District</u>	<u>FY Needed</u>	<u>Date Paid by District</u>	<u>Amount Approved</u>	<u>Adjusted Balance After Payment (Beginning Balance \$2,269,000)</u>
Markey Parkway Waterline			(1) See below.	\$411,329.05	\$1,857,670.95
Belton Nexus		2017		\$ 66,000.00	\$1,791,670.95
State Highway 58 and Y Highway		2018*/2020**		\$450,000.00	\$1,341,670.95
58 and Powell Intersection Improvements		2019		\$200,000.00	\$1,141,670.95

*\$ 90,000 in 2018

**\$360,000 in 2020

(1)

<u>Belton Cass TDD Pymt Request No.</u>	<u>Belton Cass TDD Pymt Request Date</u>	<u>Phillips Hardy Invoice Date</u>	<u>Phillips Hardy Invoice No.</u>	<u>Invoice Total</u>	<u>Amount for Waterline</u>	<u>Date Paid</u>
6	10/13/2014	09/20/2014	4	\$658,422.90	\$155,966.92	10/24/2014
8	11/18/2014	10/25/2014	5	\$683,100.49	\$161,146.05	11/26/2014
10	12/11/2014	11/22/2014	6	\$794,615.28	\$ 80,016.08	12/22/2014
16	03/11/2015	02/21/2015	9	\$ 63,501.40	\$ 13,200.00	03/24/2015
24	07/14/2015	06/27/2015	13	\$237,644.03	\$ 1,000.00	07/29/2015
					\$411,329.05	

SECTION VIII

J

AN ORDINANCE TO ENABLE BELTON, MISSOURI TO JOIN SHOW ME PACE, PURSUANT TO SECTIONS §67.2800 TO §67.2835, RSMO, THE "PROPERTY ASSESSMENT CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES AS A MEMBER OF SUCH DISTRICT.

WHEREAS, the 95th General Assembly of the State of Missouri has adopted the Property Assessment Clean Energy Act, Sections 67.2800 to 67.2835, Revised Statutes of Missouri (the "PACE Act"); and

WHEREAS, it is in the best interests of the health, safety, and welfare of Belton, Missouri and its residents to encourage the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the PACE Act is to promote the public purposes described above; and

WHEREAS, Section §67.2810.1, RSMo authorizes one or more Municipalities (as defined in Section §67.2800.7, RSMo) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy ("PACE") Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to the properties located in such Municipalities; and

WHEREAS, on June 15, 2015, a clean energy development board named Show Me PACE was created with the intention that all Municipalities (as defined in the PACE Act) within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of Belton, Missouri and its residents to join and participate in Show Me PACE.

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

SECTION 1: The City hereby approves and authorizes joining and participating in Show Me PACE based on the following:

A. Title and Definitions.

1. *Title.* This Ordinance shall be known and may be cited as “Belton, Missouri Property Assessed Clean Energy Ordinance.”
2. *Definitions.* Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes, as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.
 - a. “Show Me PACE” or “District” means the Show Me PACE Clean Energy Development Board.
 - b. “PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.
 - c. “PACE Funding” means funds provided to the owner(s) of Qualifying Property by the District for an energy efficiency, water conservation or renewable energy improvement.
 - d. “Qualifying Property” means real property located in Belton, Missouri that satisfies the criteria set forth in the PACE Act.

B. Program Administration. Show Me PACE shall administer the functions of a PACE program within the City by:

- ~~1. providing property owners with an application to apply for PACE Funding;~~
2. developing standards for the approval of projects submitted by Qualifying Property owners;
3. reviewing applications and selecting qualified projects;
4. entering into Assessment Contracts with Qualifying Property owners;
5. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;
6. authorizing and disbursing PACE Funding to the Qualifying Property owners;

7. receiving the PACE Assessment from the County Collector;
 8. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
 9. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes, as amended, including, but not limited to, the power to levy and collect the PACE Assessment pursuant to an Assessment Contract with a Qualifying Property owner.
- C. Liability of City Officials; Liability of City. Notwithstanding any other provision of law to the contrary, officers and other officials of Belton, Missouri shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the PACE program, including, without limitation, claims for or related to uncollected PACE Assessments. Belton, Missouri has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. Pursuant to the PACE Act, the District is a separate political subdivision and is not a unit of the City.
- D. Existing Laws Not Superseded. Any project or improvement at any Qualifying Property which is funded in whole or in part of PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.
- E. City as a Non-Party. Belton, Missouri shall not be a party to any PACE Funding agreement, loan, or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

SECTION 2: Belton, Missouri declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The County enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes, as amended.

SECTION 3: Belton, Missouri does hereby request that it be approved by the Board of Directors of Show Me PACE as a duly authorized participant in the District. The City hereby approves the Show Me PACE Cooperative Agreement among the District and the participating Municipalities in substantially the form attached hereto as **Exhibit A** (the "Cooperative Agreement"). The City Council of Belton, Missouri is hereby authorized and directed to execute the Cooperative on behalf of the City.

SECTION 4: The election of Belton, Missouri to join the District shall in no way constitute an obligation of the City necessitating any corresponding appropriation.

SECTION 5: The City Clerk is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with

the jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the District.

SECTION 6: The officials and agents of the City are hereby authorized and directed to, take such actions and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval.

SECTION 8: That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 13th day of December, 2016, and thereafter adopted as Ordinance No. 2016-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the _____ day of _____, 2016, 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

SHOW ME PACE COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (this “Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

RECITALS

WHEREAS, on _____, 2016, the City Council of Belton, Missouri adopted Ordinance No. 2016___, joining Show Me PACE District pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

WHEREAS, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

WHEREAS, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

WHEREAS, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

AGREEMENT

NOW THEREFORE, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

- 1. Representations.** Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.
- 2. Approval of Bylaws.** The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.
- 3. Board of Directors.** The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

4. Clean Energy Development Board Powers. Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

5. Counterparts. This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

6. Withdrawal. No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries.

IN WITNESS WHEREOF, Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: _____, 2016 **SHOW ME PACE**

By: _____
Josh Campbell, J.D., President

Date: _____, 2016 **City of Belton, Missouri**

By: _____
Name: _____
Title: _____



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: December 13, 2016

ASSIGNED STAFF: Jay C. Leipzig, AICP- Director- Community and Economic Development

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Public Hearing

ISSUE

PACE (Property Assessed Clean Energy) is a financing mechanism that allows property owners (commercial, industrial, agricultural, non-profits and government facilities) the opportunity to borrow money, with little to no upfront cost, to install or retrofit renewable energy and energy efficiency conservation measures. Participation in PACE financing promotes economic development, creates jobs and saves energy.

There are three PACE districts in the state of Missouri. State statute requires a municipality to pass an ordinance in order for a PACE district to operate in that jurisdiction. Municipalities can participate in more than one clean energy district.

REQUESTED COUNCIL ACTION

Approve the ordinance to join the Show Me PACE district.

BACKGROUND

PACE financing is a program that provides financing for upfront costs of energy efficiency upgrades, renewable energy upgrades and energy audits. The financing comes through private funds and is repaid through annual property assessments. The assessments are tied directly to a property and repaid via the property tax bill over a period of up to 22 years. The voluntary assessment, which is secured by a senior lien on the property, does not require an upfront payment. Because the assessment and lien are tied directly to the property, they can be transferred upon sale.

There are currently three PACE districts in the state of Missouri: Show ME Pace, Missouri Clean Energy District, and Set the PACE St. Louis. This allows for an open market PACE program. In 2014 Belton passed an ordinance to join the Missouri Clean Energy District. By passing an ordinance to join the Show Me Pace district, Belton insures it's property owners an open market.

STAFF RECOMMENDATION

Approve the ordinance to join the Show Me PACE district.

ATTACHMENTS

Show Me PACE Ordinance

SECTION VIII

K

AN ORDINANCE AUTHORIZING AND APPROVING A COOPERATIVE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELTON, MISSOURI AND THE CITY OF RAYMORE, MISSOURI TO SUPPORT CONVEYANCE OF CERTAIN RIGHTS OF CONTROL TO THE NORTH SIDE OF HIGHWAY 58 BETWEEN THE CENTERLINE OF CLINT DRIVE AND DEAN AVENUE AND THE CENTERLINE OF KENTUCKY ROAD FROM THE MISSOURI DEPARTMENT OF TRANSPORTATION TO THE CITY OF RAYMORE, MISSOURI.

WHEREAS, Sections 70.220.1 and 432.070 of the Revised Statutes of Missouri (RSMo) provide that municipal corporations may contract and cooperate with each other for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service, provided that the subject and purpose of any such contract or cooperative action are within the scope of the powers of the municipalities and are duly authorized in writing; and

WHEREAS, the provisions of the proposed Cooperative Agreement and Memorandum of Understanding (MOU), herein attached and incorporated as **Exhibit "A"**, comply with the requirements of Section 70.220.1 and 432.070 RSMo; and

WHEREAS, a portion of the corporate boundary of Raymore and a portion of the corporate boundary of Belton currently abut and adjoin each other along the centerline of Missouri Highway 58 right-of-way ("MO-58") between the centerline of Clint Drive and Dean Avenue, and the centerline of Kentucky Road; and

WHEREAS, the Missouri Department of Transportation ("MoDOT") currently maintains ownership and control of this above described portion of MO-58; and

WHEREAS, Raymore desires to acquire rights to control this above described area from MoDOT including rights and responsibilities for maintenance, development, access and traffic control of the Raymore portion and the Belton portion; and

WHEREAS, MoDOT desires to convey the rights to control the above described portion to Raymore including the rights and responsibilities for maintenance, development, access and traffic control of the above described portion pursuant to a Quit Claim Deed and a Transfer of Route 58, subject to approval of this MOU by Belton and Raymore, and

WHEREAS, the City Council believes that it is in the best interest of the City of Belton and in the spirit of cooperation with a neighboring community to convey certain rights of control including the rights and responsibilities for maintenance, development, access and traffic control pursuant to a Quit Claim Deed and a Transfer of Route 58 from MoDOT to the City of Raymore, subject to certain limitations, requirements and controls as provided for within the attached MOU.

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

SECTION 1. That the Cooperative Agreement and Memorandum of Understanding, herein attached and incorporated to this Ordinance as **Exhibit "A"**, is approved.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED: December 13, 2016

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 13th day of December, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 13th day of December, 2016, 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



**COOPERATIVE AGREEMENT AND
MEMORANDUM OF UNDERSTANDING**

THIS COOPERATIVE AGREEMENT AND MEMORANDUM OF UNDERSTANDING ("MOU") is entered into as of this _____ day of _____, 2016 by and between the City of Raymore, Missouri ("Raymore") a home rule charter city, and the City of Belton, Missouri ("Belton") a home rule charter city each located within Cass County, Missouri in order to better manage the operations and maintenance of certain public improvements ("Improvements") which are located along the corporate boundaries of each party.

RECITALS

A. Section 432.070 of the Revised Statutes of Missouri ("RSMo") provides in pertinent part that "[n]o county, city, town village...or other municipal corporation shall make any contract, unless the same shall be within the scope of its powers or be expressly authorized by law, nor unless such contract be made upon a consideration wholly to be performed or executed subsequent to the making of the contract; and such contract, including the consideration, shall be in writing and dated when made, and shall be subscribed by the parties thereto, or their agents authorized by law and duly appointed and authorized in writing."

B. Section 70.220.1 RSMo authorizes any municipal or political subdivision of this state to "contract and cooperate with any other municipality or political subdivision...for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; provided that the subject and purposes of any such contract or cooperative action made and entered into by such municipality or political subdivision shall be within the scope of the powers of such municipality or political subdivision."

C. A portion of the corporate boundary of Raymore and a portion of the corporate boundary of Belton currently abut and adjoin each other along the centerline of Missouri Highway 58 right-of-way ("MO-58") between the centerline of Clint Drive and Dean Avenue, and the centerline of Kentucky. Attached hereto as Exhibit "A" is an aerial photograph visually depicting the portion of MO-58 which is the subject of this MOU. The portion of MO-58 which is within the corporate municipal boundaries of Belton is legally defined and/or visually depicted on Exhibit "B" ("Belton Portion") attached hereto and incorporated by reference herein. The portion of MO-58 which is within the corporate municipal boundaries of Raymore is legally defined and/or visually depicted on Exhibit "C" ("Raymore Portion") attached hereto and incorporated by reference herein.

D. At this time, the Missouri Department of Transportation ("MODOt") maintains ownership and control of the combined Belton Portion and Raymore Portion of MO-58 which said combined portion is legally defined and/or visually depicted on Exhibit "D" ("MODOt Area") attached hereto and incorporated by reference herein.

E. Raymore desires to acquire rights to control the MODOt Area from MODOt including rights and responsibilities for maintenance, development, access and traffic control of the MODOt Area.

F. MODoT desires to convey the rights to control the MODoT Area to Raymore including the rights and responsibilities for maintenance, development, access and traffic control of the MODoT Area pursuant to a Quit Claim Deed and a Transfer of Route 58, subject to approval of this MOU by Belton and Raymore.

G. Belton agrees that it will benefit from the conveyance of rights to control the MODoT Area from MODoT to Raymore, including the rights and responsibilities for maintenance, development, access and traffic control pursuant to the proposed Quit Claim Deed and a Transfer of Route 58, subject to certain limitations, requirements and controls (“Limitations and Controls”) as provided for within this MOU.

H. This MOU is being entered by Belton and Raymore in order to comply with the requirements of Sections 432.070 and 70.220.1 RSMo.

I. These Recitals are an integral part of this MOU.

NOW THEREFORE, in consideration of the foregoing Recitals and of the mutual promises and understandings set forth herein, Belton and Raymore, by and through their authorized representatives hereby agree as follows:

AGREEMENT

1. Belton Agreement, Responsibilities and Obligations

a. **Support Transfer of Control from MODoT to Raymore.** Belton agrees that it will support the transfer of maintenance obligations and right-of-way pursuant to the proposed Quit Claim Deed and Transfer of Route 58 over the MODoT Area, including the Belton Portion, from MODoT to Raymore. This support will include provision of any reasonable documentation and affirmations required by MODoT to confirm this MOU and may be provided by the submission of letters of support and/or provision of testimony to MODoT representatives, personnel and employees.

b. **Access.** Belton agrees that it will allow unimpeded access for the Raymore Public Works employees, contractors, personnel and agents to complete all responsibilities undertaken by Raymore under this MOU including maintenance, construction, installation, repair and replacement of the Improvements within the Belton Portion. The Improvements shall include the public infrastructure within the Belton Portion including the MO-58 road bed, streets, street curbs, sidewalks, paving, gutters, storm drain inlets and pipes, street signage, traffic signal devices (if any), other regulatory signage and pedestrian walkways. These Improvements shall specifically exclude any Belton utility services such as water service lines/mains and sanitary sewer lines (“Belton Utility Service”).

c. **Traffic and Municipal Ordinance Enforcement Within Belton Portion.** Belton shall continue to enforce the Belton municipal code of ordinances within the Belton

Portion including, but not limited to, any traffic code or other ordinances adopted for the operation of vehicles on the public streets. This includes accident response and issuance of appropriate citations for violations of the Belton municipal code of ordinances.

d. **Notification of Impediments to Access.** Belton shall provide forty-eight (48) hours advance notice to Raymore of any anticipated impediments to access of the Belton Portion (“Anticipated Impediments”) for maintenance, construction, installation, repair and replacement of Belton Utility Service. In the event of an emergency repair of Belton Utility Service causing an impediment (“Emergency Impediment”), Belton shall notify Raymore as soon as reasonably possible of the same. The notification required hereunder shall include the time of the closure/impediment, anticipated reopening/removal of the impediment and a general location of the closure/impediment within the Belton Portion.

e. **Repair and Replacement After Utility Service.** In the event that Belton accesses the Belton Portion for maintenance, construction, repair and replacement of any Belton Utility Service, Belton shall be responsible (at their costs) for returning the impacted ground and/or Improvements to their original condition, or as close thereto as reasonably possible within a reasonable time not to exceed four (4) months.

2. **Raymore Agreement, Responsibilities and Obligations**

a. **Maintain, Construct, Install, Repair and Replace Improvements.** Except as provided by Section 1(e) above for repair and replacement of the impacted ground and/or Improvements by Belton following Belton Utility Service, Raymore shall be solely responsible for all of the expense of labor, materials and equipment to maintain, construct, install, repair and replace all of the Improvements within the Belton Portion of MO-58, including the MO-58 road bed, streets, street curbs, sidewalks, paving, gutters, storm drain inlets and pipes, street signage, traffic signal devices (if any), other regulatory signage and pedestrian walkways. These Improvements shall specifically exclude any Belton Utility Service. Maintenance, construction, repair and replacement of all Improvements by Raymore shall be completed as needed (at Raymore’s sole discretion) to maintain traffic safety, and when regularly scheduled maintenance is performed upon the Raymore Portion.

b. **Make No Modifications/Alterations.** Raymore agrees that it will not modify or otherwise alter any portion of MO-58 subject to this MOU either within the Belton Portion or within the Raymore Portion in a manner that permanently affects or impacts the accessibility of Belton property owners onto MO-58 without the prior approval of Belton. By this MOU, modifications or alterations include, but are not limited to,

- i. Modifications or alterations of the current full access points (if any) onto any portion of MO-58 subject to this MOU,

- ii. Installation of medians within the centerline of any portion of MO-58 subject to this MOU,
- iii. Widening or narrowing of any portion of MO-58 subject to this MOU,
- iv. Installation of traffic control devices within any portion of MO-58 subject to this MOU,
- v. Imposition of different speed limits within any portion of MO-58 subject to this MOU, and
- vi. Modifications or alterations of the current limited access points (if any) onto any portion of MO-58 subject to this MOU.

c. **Snow Removal/Street Sweeping.** Raymore shall perform snow removal, pre-treatment for ice and street sweeping on the Belton Portion at the same interval, and when performed on the Raymore Portion.

d. **Notification of Impediments to Access.** Raymore shall provide forty-eight (48) hours advance notice to Belton of any anticipated impediments to access of the Belton Portion ("Anticipated Impediments") for maintenance, construction, installation, repair and replacement of any Improvements. In the event of an emergency repair of Improvements causing an impediment ("Emergency Impediment"), Raymore shall notify Belton as soon as reasonably possible of the same. The notification required hereunder shall include the time of the closure/impediment, anticipated reopening/removal of the impediment and a general location of the closure/impediment within the Belton Portion.

e. **Provide Access to All Belton Utility Easements.** Raymore shall provide, and Belton shall have, full access to any and all established easements within the Belton Portion for maintenance, construction, installation, repair and replacement of Belton Utility Easements subject only to the notice provisions of Section 1(d) above.

f. **Completion and Provision of Comprehensive Traffic Study.** Raymore shall complete a comprehensive traffic study ("Traffic Study") to include both the Raymore Portion and the Belton Portion, and the area immediately surrounding the same. Raymore agrees that it will complete the Traffic Study at its costs. Raymore may complete the Traffic Study at its discretion any time after the effective date of this MOU, but in any event within twenty-four (24) months of the occurrence of two (2) triggering events ("Events"). The two (2) Events requiring the completion of the Traffic Study shall be as follows: (i) the full development of the property known as the Dean Farm (directly abutting and south of the Raymore Portion, and (ii) the opening of the newly aligned Kentucky Road at the signalized intersection East of the Raymore Portion and the Belton Portion of MO-58. Belton shall be provided with a copy of the Traffic Study by Raymore upon completion of the same.

3. Miscellaneous Provision

a. **Amendment / Modification.** This MOU shall not be amended, modified or cancelled without the written consent of the parties to this MOU.

b. **Notices.** All notices required by this MOU shall be in writing sent by regular U.S. mail, postage prepaid, or delivered by courier to the following:

RAYMORE:

BELTON

Ron Trivitt, City Manager
506 Main Street
Belton, Missouri 64012

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

c. **Counterparts.** This MOU may be executed in counterparts, each of which is deemed to be an original, and all such counterparts shall constitute one and the same instrument.

d. **Severability.** Except as specifically provided in this MOU, all of the provisions of this MOU shall be severable. In the event that any one or more provision of this MOU is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this MOU shall be valid unless the court finds that the valid provisions of this MOU are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this MOU could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

e. **Default / Enforcement / Remedies.** If a party shall be in default or breach of any provision of this MOU, the other party may terminate this MOU, suspend its performance and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct/cure such default or breach. All rights and remedies granted to each party herein and any other rights and remedies which either party may have at law and in equity are hereby declared to be cumulative and not exclusive, and the fact that either party may have exercised any remedy without terminating this MOU shall not impair that party's rights thereafter to terminate or to exercise any other remedy herein granted or to which that party may be otherwise entitled.

f. **Governing Law / Jurisdiction & Venue.** This MOU 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 specifically, the Circuit Court of Cass County, Missouri.

g. **Waiver.** Waiver by either party of strict performance of any provision of this MOU shall not waive or prejudice the party's right to require strict performance of the same provision or any other provision in the future.

h. **Attorneys' Fees.** If any litigation is commenced between the parties to this MOU concerning the terms herein, the Belton Portion, the Raymore Portion, the Improvements (including the maintenance, construction, repair, replacement, snow removal, sweeping and access to the same) this Agreement, or the rights and duties of either party, the prevailing party in that litigation shall be entitled, in addition to any other relief that may be granted in the litigation, to a reasonable sum for that party's attorney's fees, including attorney's fees on appeal. The amount of the fees shall be determined by the court in that litigation or in a separate action brought for that purpose.

i. **Entire Agreement.** This MOU and the attached and incorporated Exhibits herein contains the entire agreement of the parties regarding the subject matter of this MOU and there are no other promises or conditions in any other agreements between the parties not specifically expressed herein.

j. **Nature of Relationship.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this MOU.

k. **Captions / Headings / Construction.** The headings of each section of this MOU are for reference only. Unless the context of this MOU 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.

l. **Assignment.** Neither Raymore nor Belton shall sell, assign, transfer, or otherwise convey any of their rights under this MOU without the prior and expressed written consent of the other party. Each party may, at its sole discretion, refuse to consent to any proposed sale, assignment, transfer or other conveyance. Any attempted sale, assignment, transfer or conveyance in violation of this paragraph shall be void and shall relieve the non-consenting party of any further liability under this MOU, but shall not relieve the violating party of any liability. If a party consents in writing to a sale, assignment, transfer or conveyance, unless specifically stated to the contrary in the consent,

it shall not release nor discharge the party receiving consent from any duty or responsibility set forth in this MOU.

m. **Representations.** Raymore and Belton certify that they have the power and authority to execute and deliver this MOU and to undertake all responsibilities, obligations, rights and duties contemplated hereby and to perform this MOU in accordance with its terms.

n. **Records of Agreement.** The City Clerk's office for each respective city shall be provided with a copy of this executed MOU.

o. **Binding Agreement.** This MOU shall be binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns and designees.

p. **Cooperation.** The parties agree to cooperate to effectuate the terms of this MOU. The parties also agree to refrain from unnecessarily prejudicing the position, or hindering the ability of any party to complete their requirements, conditions and obligations under this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed in their respective names as of the date and year first above written.

CITY OF RAYMORE, MISSOURI

CITY OF BELTON, MISSOURI

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Ordinance No.: _____

Ordinance No.: _____

Approved as to Form:

Approved as to Form:

By: _____

By: _____

Title: _____

Title: _____

STATE OF MISSOURI)
) SS
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, came _____ Director of Public Works for Raymore, Missouri, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Missouri, and _____ City Clerk for Raymore, Missouri who are personally known to me to be the same persons who executed as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

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

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS
COUNTY OF CASS)

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me the undersigned, a Notary Public in and for said County and State aforesaid, came Jeff Davis, Mayor for Belton, Missouri, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Missouri, Patti Ledford, City Clerk for Belton, Missouri who are personally known to me to be the same persons who executed as officials, the within instrument on behalf of said municipal corporation, and such persons duly acknowledge the execution of the same to be the act and deed of said municipal corporation.

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

Notary Public

My Commission Expires:

EXHIBIT "A"
Aerial Photo With General Depiction of Affected MO-58



EXHIBIT "B"

Visual Depiction of Belton Portion

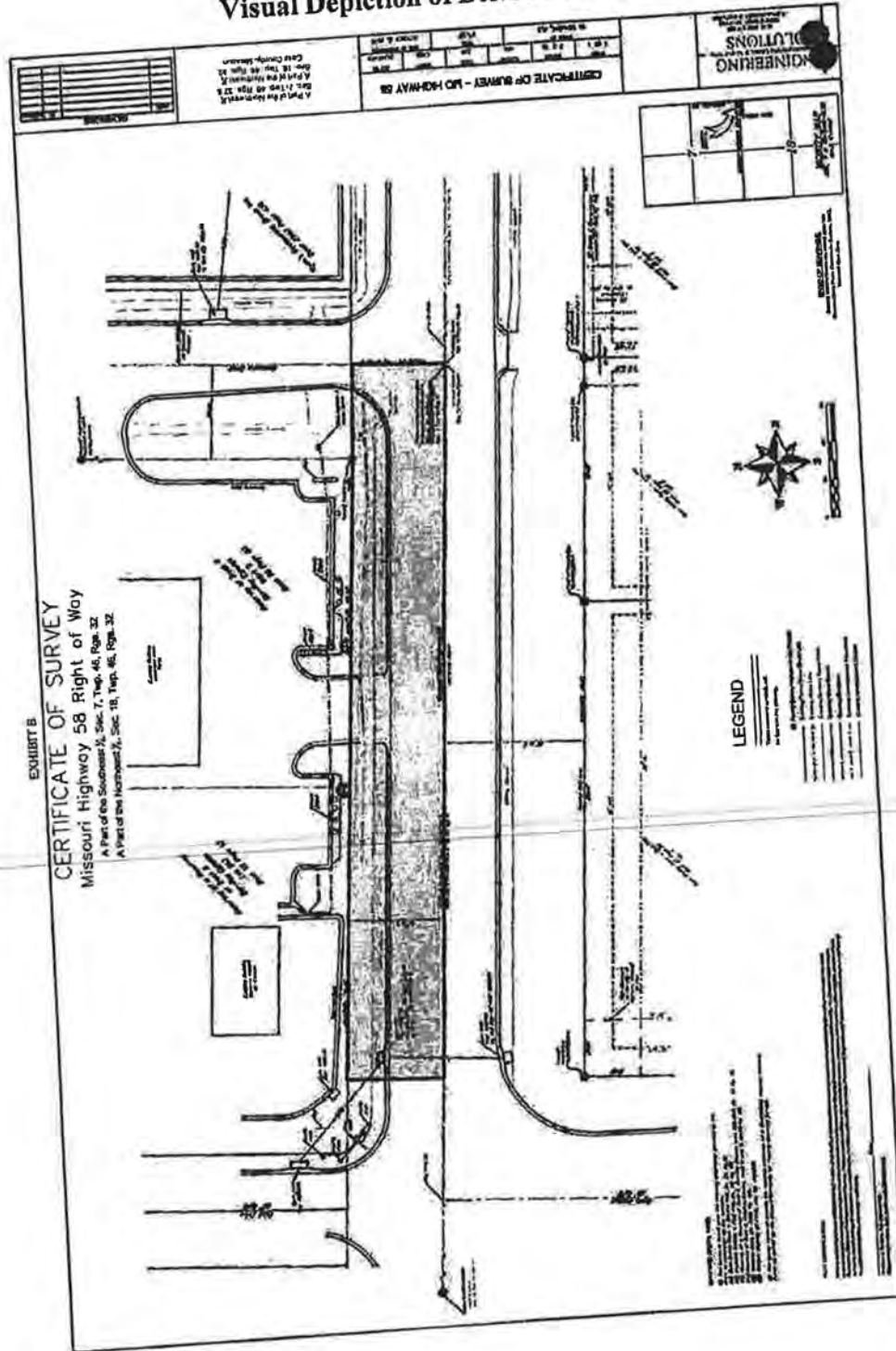


EXHIBIT "C"

Visual Depiction of Raymore Portion

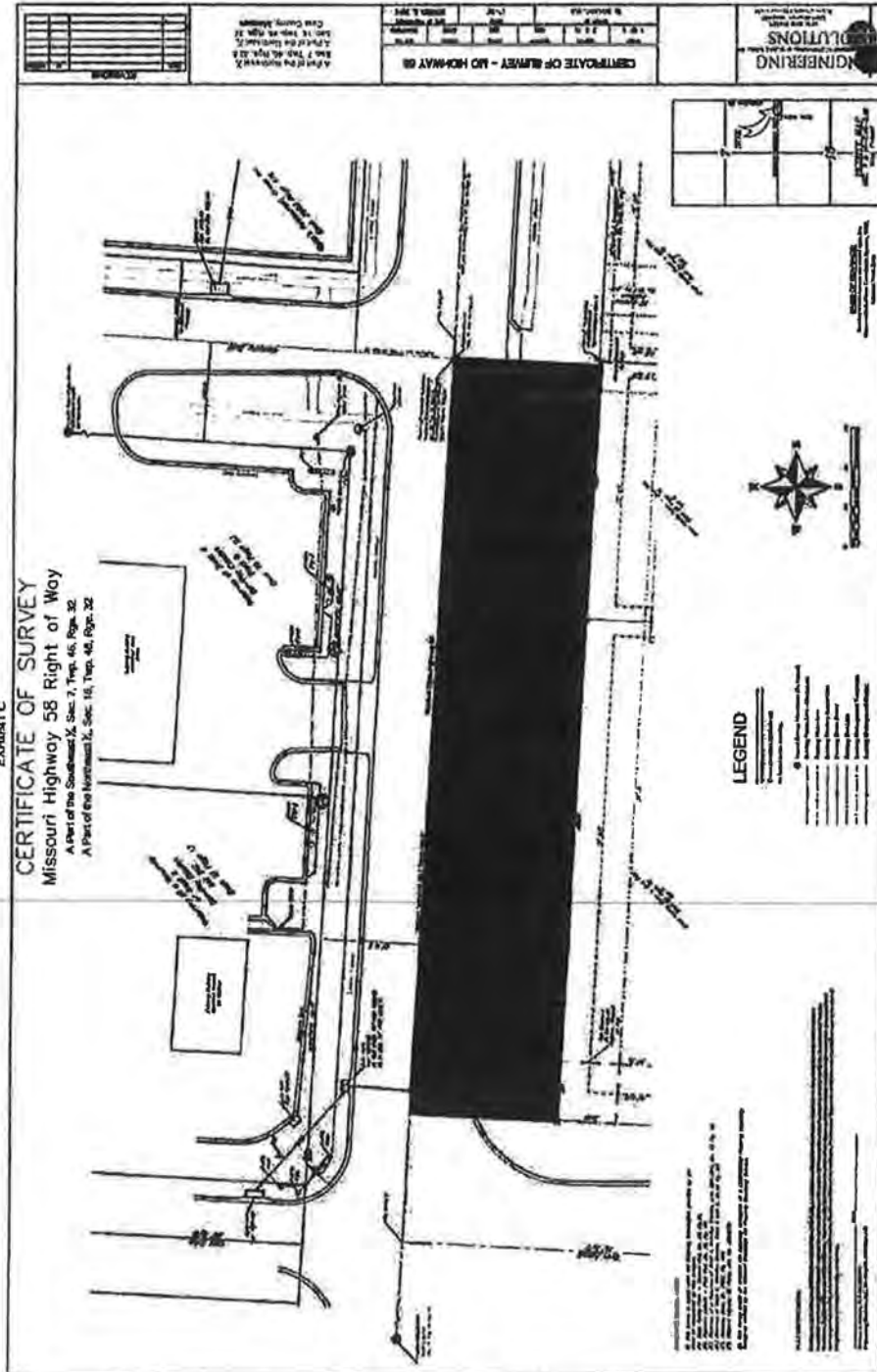
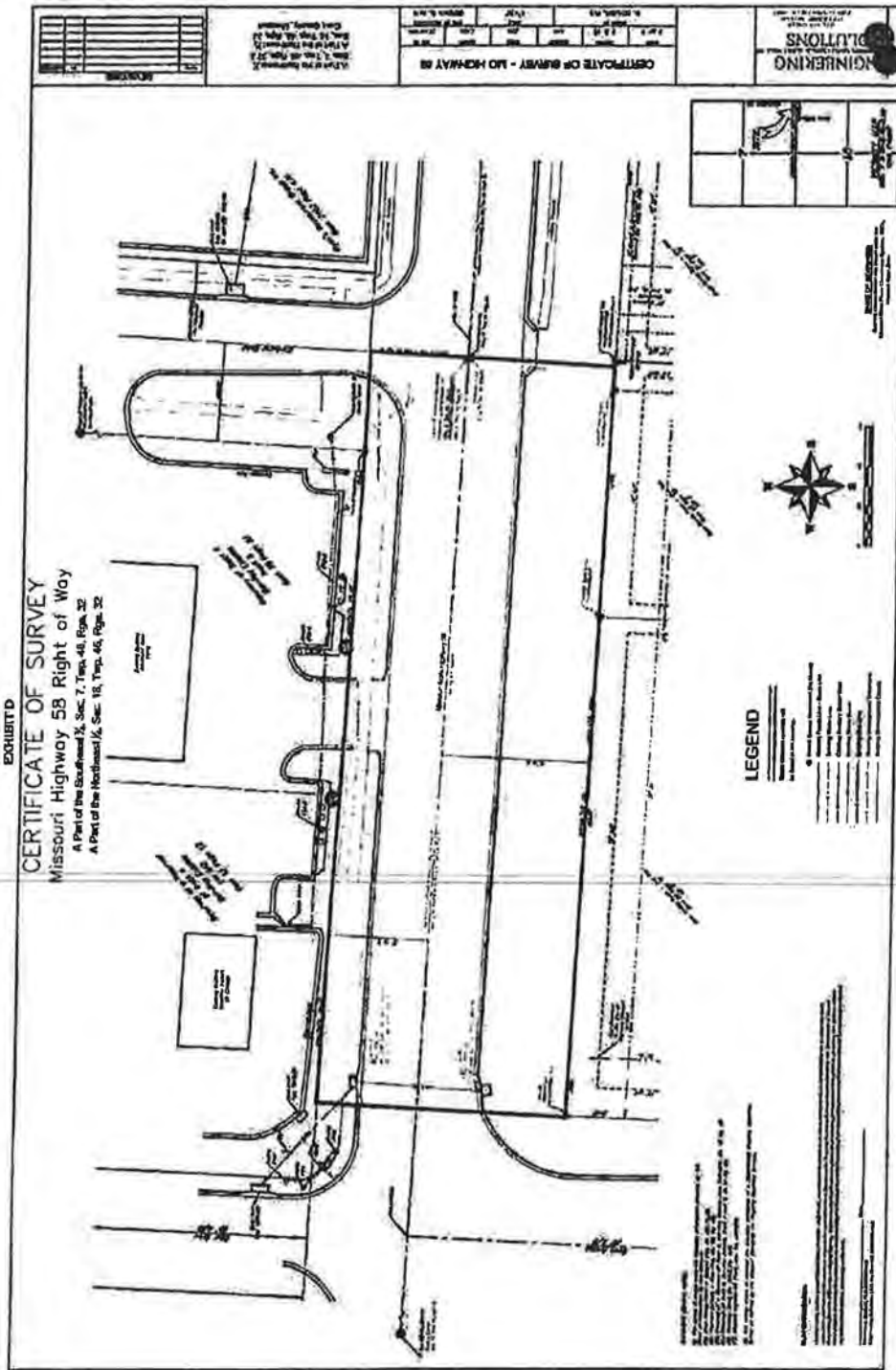


EXHIBIT "D"

Visual Depiction of MODoT Area



SECTION VIII

L

AN ORDINANCE OF THE CITY OF BELTON, MISSOURI AUTHORIZING AND APPROVING A PROPOSAL WITH EVOQUA WATER TECHNOLOGIES CORP. FOR REMOTE MONITORING AND ALARM SYSTEM SERVICES AT THE WASTEWATER TREATMENT FACILITY.

WHEREAS, on March 27, 2012 Ordinance No. 2012-3795 was passed and it approved the purchase and installation of the SCADA alarm notification system for the Wastewater Treatment Facility. As part of the purchase of the monitoring system, the City received services from Siemens on an annual basis; and

WHEREAS, Evoqua Water Technologies Corp. has acquired the branch of Siemens which was providing those services and Evoqua Water Technologies Corp. is requesting to update their agreement as provided in Exhibit A. The services are provided all year long but the proposal needs to be renewed and paid on an annual basis. The payment is \$360 per year and the proposal is set up to allow for automatic renewal; and

WHEREAS, quick and efficient response to emergencies at the Wastewater Treatment Facility are necessary and critical to the everyday operations of the facility. The system provides both a monitoring and notification system to staff; and

WHEREAS, City Council believes the Service Proposal and Remote Monitoring Services Terms and Conditions, herein attached and incorporated to this ordinance as **Exhibit "A"**, with Evoqua Water Technologies Corp. for the monitoring and alarm system at the wastewater treatment facility is in the best interest of the city waste water system and will continue to provide vital notifications to the facility staff.

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

SECTION 1. That the Service Proposal and Remote Monitoring Services Terms and Conditions, herein attached and incorporated to this ordinance as **Exhibit "A"**, for the monitoring and alarm system at the wastewater treatment facility is hereby approved for purposes described above.

SECTION 2. This ordinance shall take effect and be in full force from and after its passage and approval.

SECTION 3. That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

READ FOR THE FIRST TIME: December 13, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this _____ day of _____, 2016.

Mayor Jeff Davis

ATTEST:

Patricia Ledford, City Clerk
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 13th day of December, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, 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: 12/13/16

DIVISION: Public Works/ Water Services

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 type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Staff recommends approval of the proposal with Evoqua Water Technologies Corp. for the monitoring and alarm system at the Wastewater Treatment Facility.

PROPOSED CITY COUNCIL MOTION:

At the December 13, 2016 City Council Regular Session, authorize and approve the first reading of an ordinance authorizing and approving the proposal with Evoqua Water Technologies Corp. for the monitoring and alarm system at the Wastewater Treatment Facility.

BACKGROUND:

At the March 27, 2012 Regular City Council Meeting, Ordinance No. 2012-3795 was passed and it approved the purchase and installation of the SCADA alarm notification system for the Wastewater Treatment Facility. As part of the purchase of the monitoring system, the City received services from Siemens on an annual basis. Earlier this year, Evoqua Water Technologies Corp. acquired that branch of Siemens and Evoqua Water Technologies Corp. is requesting to update their agreement. The services are provided all year long but the proposal needs to be renewed and paid on an annual basis. The payment is \$360 per year and the proposal is set up to allow for automatic renewal.

Quick and efficient response to emergencies at the Wastewater Treatment Facility are necessary and critical to the everyday operations of the facility. The system provides both a monitoring and notification system to staff.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Evoqua Water Technologies
Amount of Request/Contract:	\$ 360
Amount Budgeted:	\$ 79,100
Funding Source:	660-0000-400-3020 Contractual
Funds Remaining:	\$ 47,180.00

STAFF RECOMMENDATION, ACTION, AND DATE:

At the December 13, 2016 City Council Regular Session, authorize and approve the first reading of an ordinance authorizing and approving the proposal with Evoqua Water Technologies Corp. for the monitoring and alarm system at the Wastewater Treatment Facility.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Evoqua Alarm System Proposal and Terms and Conditions



EXHIBIT A

Quote Number: 2016-158596
 Account ID: 0001058809

Proposal For: Belton Missouri – Belton WWTP

City of Belton
 506 Main Street
 Belton, MO 64012
 Attn: Rex Olinger

Phone: 816-892-1288

Suzanne Alberti

Evoqua Water Technologies LLC
 2607 N. Grandview Blvd., Suite 130
 Waukesha, WI 53188
 Phone: 262-521-8442

Email: suzanne.alberti@evoqua.com

ITEM PRICING

Item Number	Description	Total Price (Unit Price)	Qty	Unit Price	Extended Price
W2T421597	SVC,PKG;LINK2SITE FLEX 500K A		1	\$360.00	\$360.00
				Subtotal:	\$360.00
				Total Price:	\$360.00

Please provide tax exempt certificate with purchase order.

Belton WWTP	FLEX 500 KB	89014104254358061672	7/1/2016
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Quote Number: 2016-158596

Account ID: 0001058809

Payment Terms and Delivery

PO Terms

The terms and conditions of this quotation are to be in accordance with the EWT Terms and Conditions Final for Belton, MO dated 12/7/2016.

Terms:

- This quote is valid until 9/23/2016
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies LLC Terms and Conditions
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:

Email to: Suzanne.alberti@evoqua.com

Suzanne Alberti

2607 N. Grandview Blvd., Suite 130

Waukesha, WI 53186

Evoqua Water Technologies Corp. Remote Monitoring Services Terms and Conditions dated 12/7/2016

These terms and conditions govern the purchase of Remote Monitoring Services stated on Evoqua offer, such offer or acceptance is conditioned on Purchaser's assent to these terms. Each offer is valid for 60 days from the date of the offer unless extended, modified or withdrawn in writing by Evoqua. The return of a purchase order, if any, and/or the completed, executed offer to Evoqua during such validity period will be sufficient to form an Agreement and acceptance of the Evoqua offer and these terms and conditions.

1. Definitions

Whenever used in this document with initial capitalization, the following definitions shall be applicable:

- A. "Agreement" or "Contract" shall mean the Evoqua Form, the terms and conditions stated herein, Purchaser's purchase order, if any, (excluding any preprinted terms and conditions on said purchase order and in any attachment or attachments to said purchase order) or other document evidencing acceptance of the Evoqua offer as set forth in the Form; or an integrated agreement signed by Evoqua and Purchaser for Monitoring Services.
- B. "Data" shall mean any process information, alarms, notifications, reports, and user commands, organized, transmitted and/or generated by the Purchaser's use of the monitoring service.
- C. "Device" shall mean the equipment used by the Purchaser to send/receive wireless transmissions on the Network, including any wireless modem, SIM (Subscriber Identity Module) Card, and any accessories or related equipment.
- D. "Monitoring Services" shall mean the communications, data storage, notifications and Web based user interface provided by Evoqua and their Suppliers as further described in Evoqua's Form.
- E. "Network" shall mean those integrated mobile switching facilities, data routers, servers, cell sites, and any other related facilities or equipment used to provide Monitoring Services.
- F. "Professional Services" shall mean (i) technical information provided by Evoqua including data interpretation and reports, (ii) advice and consultation given to Purchaser's personnel at Purchaser's facility or at an Evoqua facility by a Evoqua engineer or technician or sales person.
- G. "Purchaser" shall mean the entity purchasing Monitoring Services, as well as any other owners of the facility where the Monitoring Services are to be provided.
- H. "Remote Monitoring Services Proposal & Information Form" (hereinafter the "Form" or "Offer") shall mean the Evoqua Form for execution by Purchaser detailing the services purchased, the price and the effective date of the agreement.
- I. "Evoqua" shall mean Evoqua Water Technologies Corp. or an affiliated company and their subsidiaries, successors and assigns.
- J. "Site" shall mean each of the Purchaser's facilities to be monitored.
- K. "Supplier" shall mean any subcontractor or supplier of any tier who supplies goods, facilities, and services to Evoqua in connection with the obligations of Evoqua under the Agreement.
- L. "Work" shall mean the Monitoring Services supplied by Evoqua under the Agreement.

2. Scope

Evoqua will furnish Monitoring Services as specified in the Form and pursuant to the Agreement. Equipment is sold under separate agreement and terms.

3. Price

The Evoqua offer and prices are firm for Monitoring Services which are scheduled to be performed for the year or years originally stated in the offer. The period of service begins upon the customer's request for activation of the individual site. At the conclusion of the original agreement period of service, the Agreement shall renew automatically for subsequent additional (1) one year periods of service, unless canceled by written notice to Evoqua at least (60) sixty days prior to the expiration of the then current period of service. At any time prior to renewal, Evoqua may upon 30 days written notice, establish new prices for Monitoring Services.

4. Terms of Payment

- A. Evoqua shall at the time of activation and subsequent renewals, invoice Purchaser for the full value of the services purchased as stated in the Agreement.
- B. Payments are due within forty-five (45) days from the date of the invoice.
- C. Any past due amounts shall, without prejudice to the right of Evoqua to payment when due, bear interest at a one and one-half per cent per month, payable each month or portion thereof that payment is delayed. If payments are not made when due, then Evoqua may, upon fifteen (15) days written notice and at its option, suspend all further work hereunder. Resumption of work thereafter is contingent upon correction of the payments deficiency. The schedule for the resumed work will be established by Evoqua based on its then current work load and the availability of other resources. All Evoqua expenses associated with any such suspension and resumption of services shall be for the account of Purchaser.
- D. If there exists a good faith dispute over the amounts to be paid and provided that Purchaser has notified Evoqua in writing that such dispute exists, then Purchaser shall pay the undisputed amount. Thereafter, the disputed portion may be held in abeyance until resolution of the matter with that portion, together with the interest charge specified above, due thirty (30) days after said resolution.

5. Purchasers Representations

A. Purchaser is responsible for the content of any and all data transmitted over the network.

B. Purchaser understands that Purchaser, Evoqua or any other third party authorized and directed by the Purchaser may, through the website execute changes to Purchaser's system configuration. The Purchaser shall be solely responsible for changes executed by the Purchaser, Evoqua or any other third party. Evoqua shall not be responsible for or have any direct or indirect liability for any incorrect or incomplete system configuration, nor shall Evoqua be responsible for any direct or indirect consequences resulting from the execution of such changes.

C. Purchaser understands that Purchaser, Evoqua or any other third party authorized and directed by Purchaser may, through the website execute a manual override to the operation of equipment or execute parameter changes affecting the operation of equipment on the Purchaser's site. The Purchaser shall be solely responsible for the execution of manual overrides or equipment parameter changes executed by Purchaser, Evoqua or third parties authorized and directed by purchaser. Evoqua shall have no direct or indirect liability for the consequences of any manual override or equipment parameter changes executed by the city.

D. Ownership of Numbers. Purchaser acknowledges that subject to FCC number portability rules, Purchaser shall not have or acquire any property right in any specific Subscriber Identity Module (SIM) number provided by Evoqua.

E. Purchaser acknowledges that Evoqua will not with its own employees, respond to or take action related to those events for which Evoqua is providing monitoring and notifications Services.

F. Purchaser understands they are responsible for ongoing, testing, periodic maintenance, calibration and functionality of the equipment to be monitored, and should immediately notify Evoqua if any failures are identified. Evoqua shall use all reasonable efforts to assist the Purchaser in identification of any perceived failures, but in no case is Evoqua obligated to visit the Purchaser's site to troubleshoot or provide remedy.

G. Purchaser acknowledges that Evoqua reserves the right to suspend Monitoring Services on any Site that generates excessive data or false messages in any thirty day period. Evoqua may take the monitoring of a specific site out of service until Evoqua and the Purchaser have made alternate arrangements or the Purchaser has corrected the cause of the false and excessive messages. In such event Evoqua shall make reasonable efforts to notify Purchaser. Evoqua shall not be responsible and shall have no direct or indirect liability for any false, incomplete or incorrect messages.

H. N/A

I. Purchaser further understands and agrees that Evoqua Monitoring Services are intended only to monitor and provide notice to Purchaser of conditions relating to Purchaser's non-critical mechanical and electrical equipment and are not intended to be used as a primary life-safety, security, fire detection and alarm system.

J. N/A

6. Permitted Outages

Evoqua or its Supplier is not responsible for the following outages (hereinafter, the "Permitted Outages")

A. Periods of scheduled maintenance (maintenance that may be performed between 10:00 p.m. and 12:00 a.m. Central Time) and emergency unscheduled maintenance (and Evoqua Supplier will provide to Evoqua prior written notice of the scheduled maintenance at least five (5) business days prior to such scheduled maintenance and emergency unscheduled maintenance as soon as is reasonably practicable under the circumstances);

B. Periods the Monitoring Service is not available for the Purchaser's use due to (i) the inoperability of the Purchaser's Equipment, Purchaser's network connectivity, or (ii) the negligent actions or omission, willful misconduct of Purchaser, its employees, consultants, or third party agents acting on behalf of the Purchaser;

C. Periods the Monitoring Service is not available for Purchaser's use due to Network coverage limitations and outages and coverage gaps or other Monitoring Service interruptions attributable to other Supplier's or carriers and its network including scheduled Maintenance.

D. Periods the Monitoring Service is not available for the Purchaser's use as a result of suspension of the Monitoring Services as a result of a breach of this Agreement by Purchaser, including non-payment of amounts owed or unlawful or improper use of the Monitoring Services.

E. Periods the Monitoring Service is not available for Purchaser's use as a result of (i) widespread, common failure or failures of Devices that affects the Monitoring Service; or (ii) hostile network attacks by any third party, including a customer of the Purchaser, that are directly (in whole or in part) attributable to Device vulnerabilities.

7. Warranties and Disclaimer

Services Warranty

THE MONITORING SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND Evoqua DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Evoqua MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE MONITORING SERVICES ARE FREE OF RIGHTFUL CLAIMS OF ANY THIRD PARTY FOR INFRINGEMENT OF PROPRIETARY RIGHTS. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE MONITORING SERVICES SHALL BE BORNE SOLELY BY PURCHASER.

Evoqua MAKES NO WARRANTY THAT THE MONITORING SERVICES WILL BE COMPLETELY SECURE, ERROR FREE, WITHOUT INTERRUPTIONS OR MEET PURCHASER'S REQUIREMENTS.

Evoqua DOES NOT REPRESENT THE MONITORING SERVICES AS SUITABLE FOR AUTOMATED CONTROL OF ANY EXTERNAL EQUIPMENT. USE OF THE MONITORING SERVICES FOR THIS PURPOSE IS SOLELY AT PURCHASERS OWN RISK AND IS NOT RECOMMENDED BY Evoqua_... ..

THE MONITORING SERVICES MAY BE USED TO MANUALLY EXECUTE CHANGES TO THE OPERATION OF EXTERNAL EQUIPMENT AT THE PURCHASER' SITE. EVOQUA STRONGLY RECOMENDS THAT PURCHASER MAKE ALTERNATE ELECTRICAL OR MECHANICAL PROVISIONS AT THE EQUIPMENT SITE THAT WILL MITIGATE, OR REDUCE THE RISK ASSOCIATED WITH THE MONITORING SYSTEM'S FAILURE TO EXECUTE SUCH CHANGES. EVOQUA SHALL HAVE NO LIABILITY FOR A FAILURE OF EXTERNAL EQUIPMENT FOR ANY REASON WHATSOEVER UNDER ANY CIRCUMSTANCES WHATSOEVER.

THE WARRANTIES PROVIDED BY EVOQUA AS SET FORTH IN THIS ARTICLE 7 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE).

8. N/A

9. N/A

10. Force Majeure

- A. Evoqua will not be liable for failure to perform any obligation or delay in performance resulting from or contributed to by any cause beyond the reasonable control of Evoqua or its Suppliers or from any act of God; act of civil or military authority; act of war whether declared or undeclared; act (including delay, failure to act, or priority) of any governmental authority or Purchaser; act of terrorism; civil disturbance; insurrection or riot; sabotage; fire; inclement weather conditions; earthquake; flood; strike; work stoppage or other labor difficulty; major equipment breakdown; or failure or delay beyond its reasonable control.
- B. In the event of a delay in performance excusable under this Article 10 - Force Majeure, the date of performance of the Monitoring Services will be extended by a period of time reasonably necessary to overcome the effect of such delay.

11. Termination

Purchaser may, upon sixty (60) days prior written notice to Evoqua ai, terminate the Monitoring Services or any remaining portion thereof under the Agreement. Termination charges will include a portion of the purchase price reflecting the amount of work performed at the date of termination. These charges will also include the expenses associated with the termination, including, but not limited to, any additional expense incurred by reason of termination or cancellation of agreements between Evoqua and its Suppliers, and any applicable cost allocated in contemplation of performance. Evoqua will make every reasonable effort to minimize such termination charges. All termination charges shall be due and payable thirty (30) days from the date of the Evoqua invoice. Evoqua shall have the right to terminate the Agreement immediately in the event of a material breach of the Agreement by the Purchaser.

12. Suspension

Purchaser may, upon sixty (60) days prior written notice to Evoqua and payment of reasonable and proper suspension and reactivation charges, suspend the scheduled Monitoring Services or portions thereof under the Agreement for a defined period of service. Suspension charges will include any reactivation charges at the time services are resumed. All suspension charges shall be due and payable thirty (30) days from the date of the Evoqua invoice. Should the suspension exceed a period of six (6) months, at the option of Evoqua, the Agreement or any portions thereof may be deemed to have been terminated by Purchaser. Such termination shall be subject to charges as stated in term 11 herein these terms.

13. Intellectual Property

- A. Evoqua will, at its own expense, defend or at its option settle any suit or proceeding brought against Purchaser so far as based on an allegation that any Services, constitutes an infringement of any United States patent, copyright or misappropriation of a third party's trade secret, if Evoqua is notified promptly in writing and given authority, information, and assistance in a timely manner for the defense of said suit or proceeding. Evoqua will pay the damages and costs awarded in any suit or proceeding so defended. Evoqua will not be responsible for any settlement of such suit or proceeding made without its prior written consent. In case the Services, or any part thereof, as a result of any suit or proceeding so defended is held to constitute infringement of any United States patent, copyright or misappropriation of a third party's trade secret, or its use by

Purchaser is enjoined, Evoqua will, at its option and its own expense, either: (a) procure for Purchaser the right to continue using the Services;; or (b) modify it so it becomes non-infringing.

- B. Evoqua will have no duty or obligation to Purchaser under this Article 13 - Intellectual Property to the extent that the Services are (a) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Evoqua to deviate from its normal course of performance, (b) modified by Purchaser or its contractors after activation by Evoqua, or (c) combined by Purchaser or its contractors with services not furnished hereunder. In addition, if by reason of such design, instruction, modification or combination, a suit, claim or proceeding is brought against Evoqua, Purchaser shall protect Evoqua in the same manner and to the same extent that Evoqua has agreed to protect Purchaser under the provisions of Paragraph A above.
- C. THIS ARTICLE IS AN EXCLUSIVE STATEMENT OF ALL THE DUTIES OF EVOQUA RELATING TO PATENTS, COPYRIGHTS OR TRADE SECRETS AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF AND OF ALL THE REMEDIES OF PURCHASER RELATING TO ANY CLAIMS, SUITS, OR PROCEEDINGS INVOLVING PATENTS, COPYRIGHTS OR TRADE SECRETS. Compliance with this Article 13 - Intellectual Property as provided herein shall constitute fulfillment of all liabilities of the parties under the Agreement with respect to patents, copyrights or trade secrets.

14. Proprietary Information

- A. Evoqua may have a proprietary interest in information that may be furnished pursuant to the Agreement. Purchaser will keep in confidence and will not disclose any such information which is specifically designated as being proprietary to Evoqua, other than to Purchaser's employees, without the prior written permission of Evoqua or use any such information for other than the purpose for which it is supplied. The provisions of this paragraph shall not apply to information, notwithstanding any confidential designation thereof, which is known to Purchaser without any restriction as to disclosure or use at the time it is furnished, which is or becomes generally available to the public without breach of any agreement, or which is received from a third party, including Purchaser's subsidiaries or affiliates, without limitation or restriction on said third party or Purchaser at the time of disclosure.
- B. Evoqua also has a proprietary interest in (i) the Form, (ii) the Agreement and (iii) the processes and procedures used by its personnel in performance of the Agreement. Accordingly, neither the Form, the Agreement or, such processes and procedures will be disclosed or viewed in whole or in part to third parties without the prior written permission of Evoqua.
- C. N/A
- D. When required by appropriate governmental authority, including governmental regulations, applicable law or regulation, by order of a court of competent jurisdiction or lawful subpoena (hereinafter collectively referred to as "Governmental Authority"), Purchaser may disclose such proprietary information to such Governmental Authority; provided, however, that prior to making any such disclosure, Purchaser will: (a) provide Evoqua with timely advance written notice of the proprietary information requested by such Governmental Authority and Purchaser's intent to so disclose; (b) minimize the amount of proprietary information to be provided consonant with the interests of Evoqua and its Suppliers and the requirements of the Governmental Authority involved; and (c) make every reasonable effort (which shall include participation by Evoqua in discussions with the Governmental Authority involved) to secure confidential treatment and minimization of the proprietary information to be provided. In the event that efforts to secure confidential treatment are unsuccessful, Evoqua shall have the prior right to revise such information to minimize the disclosure of such information in a manner consonant with its interests and the requirements of the Governmental Authority involved.
- E. All of the above is subject to MO sunshine laws.

15. Ownership of Data

All DATA generated pursuant to this Remote Monitoring Services Agreement Shall be the sole property of Evoqua and Evoqua shall have all rights and title to such Data. Evoqua may use such Data for any purpose or transfer to sell such Data; provided, Evoqua will not transfer to sell Purchaser specific Data unless specifically agreed to by the Purchaser. Anything proprietary or know-how will remain Evoqua property.

16. Limitation of Liability

PURCHASER EXPRESSLY AGREES THAT NEITHER EVOQUA NOR ITS SUPPLIERS WILL UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, FOR: ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR PUNITIVE DAMAGES WHATSOEVER; DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF EQUIPMENT, LOSS OF DATA; INCREASED COSTS OF ANY KIND.

PURCHASER EXPRESSLY AGREES THAT THE REMEDIES PROVIDED IT HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCES SHALL THE TOTAL AGGREGATE LIABILITY OF EVOQUA UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID TO EVOQUA UNDER THIS AGREEMENT. THE PROVISIONS OF THIS ARTICLE SHALL PREVAIL OVER ANY CONFLICTING OR INCONSISTENT PROVISIONS SET FORTH ELSEWHERE IN THIS AGREEMENT.

17. Compliance with Laws

In the performance of work under the Agreement, Evoqua and its Suppliers shall comply with all applicable laws and regulations governing the performance of the Work. The price for such work is based on compliance by Evoqua with these laws and requirements as they are in effect on the date of the offer submitted by Evoqua (or the effective date of the Agreement if no offer is provided).

18. Export Law Compliance

Purchaser acknowledges that Evoqua is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Monitoring Services, or one or more of them, provided under the Contract, including any export license

requirements. Purchaser agrees that such Monitoring Services, or one or more of them, shall not at any time directly or indirectly be used, exported, sold, transferred, assigned in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Evoqua of its obligations hereunder that compliance with such export laws and regulations be maintained at all times.

19. Changes

Purchaser may request changes within the scope of the Agreement and, if accepted by Evoqua, the price, performance, schedule and other pertinent provisions of the Agreement will be adjusted by mutual agreement of the parties prior to implementation of the change.

Expenses incurred by Evoqua due to (i) delays, other than delays which are deemed to be within the reasonable control of Evoqua, and (ii) changes in applicable laws and requirements after the date of the offer submitted by Evoqua, as applicable, will be treated as changes to the scope of work and the Agreement will be adjusted as set forth in the previous paragraph.

20. Miscellaneous Provisions

A. **Waivers:** The failure of either party to enforce at any time any of the provisions of the Agreement or to require at any time performance by the other party of any of such provisions, shall in no way be construed to be a waiver of such provision, nor in any way to affect the validity of the Agreement or any parts thereof, or the right of either party thereafter to enforce each and every provision.

B. **Modification:** No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is in writing and signed by duly authorized representatives of both parties.

C. **Headings:** The headings used in the Agreement are not to be construed as modifying, limiting or expanding in any way the scope or extent of the provisions in the Agreement.

D. **Assignment:** Neither party can assign without the other party's consent which shall not be unreasonably withheld. Any purported assignment without such prior written consent shall be null and void.

E. **Governing Law:** The Agreement will be construed and interpreted in accordance with the laws of the State of Missouri

F. **Integration:** The Agreement contains the entire agreement and understanding between the parties as to the subject matter of the Agreement, and merges and supersedes all prior agreements, commitments, representations, writings, and discussions between them. Neither of the parties will be bound by any prior obligations, conditions, warranties, or representations with respect to the subject matter of the Agreement.

G. **Survival:** The provisions entitled "Intellectual Property," "Proprietary Information," "Ownership of Data," "Limitation of Liability," shall survive termination, expiration or cancellation of the Agreement.

SECTION VIII

M

AN ORDINANCE APPROVING THE PETITION TO AMEND THE FIRST AMENDED PETITION TO ESTABLISH THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT GENERALLY LOCATED EAST OF THE SOUTH OUTER ROAD OF INTERSTATE 49 ALONG GRAND STREET AND HILL STREET, ALL IN THE CITY OF BELTON, MISSOURI; AUTHORIZING COLLECTION OF SPECIAL ASSESSMENTS ON PROPERTIES LOCATED IN THE DISTRICT; AND DIRECTING THE CITY CLERK TO REPORT THE AMENDMENT AND AUTHORIZATION TO ASSESS A SPECIAL ASSESSMENT TO THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, on November 7, 2016, a Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District and to Authorize Special Assessments (the "Petition"), attached and incorporated in this Ordinance as **Exhibit "A"**, was filed by more than 50% per capita of the owners of the District Land and District Land owners collectively owning more than fifty percent (50%) by assessed value of the District Land; and

WHEREAS, pursuant to R.S.Mo. § 67.1421.3, the City Clerk timely reviewed the Petition and, upon consultation with the City's attorney, determined that the Petition substantially complies with the requirements of R.S.Mo. § 67.1421.2; and

WHEREAS, pursuant to and in accordance with R.S.Mo. § 67.1431, notice of a December 13, 2016 public hearing to consider amendment of the District and special assessment was given as follows:

- 1) the first and second publication notice of the public hearing was given by publication in a newspaper of general circulation within the City once a week for two consecutive weeks prior to the week of the public hearing, on December 2, 2016 and December 9, 2016;
- 2) the notice of the public hearing was given not less than fifteen days prior to the public hearing on December 13, 2016; by sending the notice via certified United States mail with a return receipt attached to the address of record of each owner of record of real property within the boundaries of the proposed District; and

WHEREAS, on December 13, 2016, the City Council held a public hearing at which parties in interest, interested persons and citizens were afforded an opportunity to be heard; and

WHEREAS, after closing said hearing on December 13, 2016, after two readings at separate meetings and due deliberation, the City Council finds that approving the Petition, amending the District and authorizing special assessments and would encourage and stimulate growth and development in the District Area and further the objectives of the Act by upgrading the sanitary sewer collection system.

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

Section 1. That the Petition to Amend the First Amended Petition to Establish Grand Hill Community Improvement District and to Authorize Special Assessments, a copy of which is attached to this Ordinance as **Exhibit "A"**, is hereby approved in its entirety.

Section 2. That the District is hereby amended for the purposes set forth in the Petition, that the District shall have all the powers and authority authorized by the Petition to Amend the First Amended Petition to Establish Grand Hill Community Improvement District and to Authorize Special Assessments, the Act, and by law, and shall continue to exist and function for the term described in the Amended Petition following the effective date of this Ordinance.

Section 3. That the District shall annually submit its proposed budget, report and copies of written resolutions passed by the District's board to the City pursuant to R.S.Mo. § 67.1471.

Section 4. That upon the effective date of this Ordinance, the City Clerk is hereby directed to report the amendment and special assessment authorization of the District to the Missouri Department of Economic Development pursuant to R.S.Mo. § 67.1421.6; by sending a copy of this Ordinance to said Department.

Section 5. All terms used in this Ordinance not otherwise defined herein shall be construed as defined in the Act.

Section 6. That if any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. That all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 8. That this Ordinance shall be in full force and effect from and after the date of its passage and approval.

PUBLIC HEARING: December 13, 2016

FIRST READING: December 13, 2016

READ FOR THE SECOND TIME AND PASSED:

Mayor Jeff Davis

Approved this ____ day of ____, 2016.

Mayor Jeff Davis

Approved as to form and legality

City Attorney

ATTEST:

Patricia Ledford, City Clerk
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 13th day of December, 2016, and thereafter adopted as Ordinance No. 2016-____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2016, 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



*Received
11/7/2016
mem*

**PETITION TO AMEND THE FIRST AMENDED PETITION TO ESTABLISH
GRAND HILL COMMUNITY IMPROVEMENT DISTRICT
AND TO AUTHORIZE SPECIAL ASSESSMENTS**

BELTON, CASS COUNTY, MISSOURI

August 12th, 2016

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**PETITION TO AMEND THE FIRST AMENDED PETITION TO ESTABLISH
GRAND HILL COMMUNITY IMPROVEMENT DISTRICT AND TO AUTHORIZE
SPECIAL ASSESSMENTS**

This petition ("Petition") is submitted in accordance with Rev. Mo. Stat. § 67.1401, through § 67.1571, otherwise known as the Missouri Community Improvement District Act (the "Act"), by those persons and entities whose signatures appear below (the "Petitioners"). The City Council (the "City Council") of the City of Belton, Cass County, Missouri (the "City") established the Grand Hill Community Improvement District (the "District") by and through its adoption of Ordinance No. 2015-4162 dated December 22, 2015 (the "Ordinance") for the purposes stated in the First Amended Petition to Establish Grand Hill Community Improvement District (the "Original Petition"). The Petitioners request that the City Council amend the Original Petition by modifying certain provisions related to special assessments to be levied by the District in accordance with the Act, updating the Five-Year Plan, and by adding Exhibit D – Real Property Special Assessment Roll and Exhibit E – Special Assessment Petition.

I. PETITIONERS

The Petitioners represent more than fifty percent (50%) per capita of all owners of the District Land and District Land owners collectively owning more than fifty percent (50%) by assessed value of the District Land.

II. OVERVIEW AND DESCRIPTION OF THE GRAND HILL COMMUNITY IMPROVEMENT DISTRICT PROJECT

The project is initiated as the result of a notice received from the Missouri Department of Natural Resources, informing the residences of the Grand Hill Addition that the sewage treatment plant servicing the property would no longer meet recently revised State of Missouri standards for effluent discharge, and that under the new standards, the existing plant could not be modified to meet the new standards. The effect of the new standards would result in the shutdown of the sewage treatment plan, and render the 19 residences existing in the addition uninhabitable and result in the loss of investment value of all property owners in the Grand Hill Addition.

The Grand Hill Community Improvement District Project will rectify the current deficiency in sanitary sewer service by installing a sewage collection reservoir and self-contained pumping station within the Grand Hill Addition property upon a common area of the addition. The pumping station will then connect via a 1 ¼" HDPE pipe to the existing City of Belton sewer line on 175th Street. The pipe will run northward along an existing water main right of way approximately 2,100 feet to the connection with the City system. The planned improvements have been engineered to specifications that meet all existing construction regulations and State statutes. The costs of the planned improvements and future maintenance and repair will be completely funded through special assessments upon the subject real property in a *pro rata* proportion, as agreed by the owners of the Grand Hill Addition properties, as set forth in Exhibit D attached to this Petition.

III. DESCRIPTION OF THE DISTRICT

A. Legal Description

The District includes all of the real property (the “District Land”) legally described in Exhibit A (the “District Legal Description”) attached to this Petition.

B. Boundary Map

A map illustrating the general boundaries of the District is attached to this Petition as Exhibit B (the “District Boundary Map”).

C. Name of District

The name of the District shall be the Grand Hill Community Improvement District.

D. Notice to Petitioners

The signatures of Petitioners signing this Petition may not be withdrawn later than seven days after this Petition is filed with the City Clerk.

IV. FIVE-YEAR PLAN

A. Purposes of the District

The District shall serve the following purposes (the “District Purposes”):

- (a) facilitating development of the water treatment facility that services the District (“Water Treatment Facility”) by providing, or causing to be provided, certain improvements and services (collectively, the “Eligible Services”) described in Paragraph B of this Article for the benefit of the District;
- (b) issuing obligations, (“Bonds”), or obtaining any other sort of financing allowed under the Act to finance: (1) the costs of the Eligible Services, (2) other costs incurred by the District to carry out the District Purposes, and (3) costs of financing, including but not limited to: (i) costs of issuance, (ii) capitalized interest, and (iii) debt service reserves;
- (c) coordinating with public and private entities to plan and implement the Eligible Services; and
- (d) imposing and collecting a special assessment, fees, and charges authorized pursuant to this Petition and the Act.

B. Improvements and Services (“Eligible Services”)

The Eligible Services shall include, but are not necessarily limited to, the following:

1. Updates and Improvements to Water Treatment Facility

The District may construct, reconstruct, install, repair, maintain, and equip (or cause such services to be undertaken) any updates and improvements necessary to bring the Water Treatment Facility into compliance with the Missouri Clean Water Law (“MCWL”) including, but not limited to: connecting the wastewater flow from the District to the City of Belton’s central wastewater treatment and collection system, and any other useful, necessary or desired improvement authorized under the Act.

2. Administration and Operations

The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other assistance deemed necessary or desirable by the District to meet the District Purposes, including, but not necessarily limited to, the following:

- (a) financing the costs of creating and operating the District;
- (b) investigating and assessing future updates and improvements necessary for the Water Treatment Facility to remain compliant with the MCWL;
- (c) financing the costs of updating the Water Treatment Facility so that it remains compliant with the MCWL;
- (d) contracting for legal counsel on matters pertaining to the District and to the Water Treatment Facility;
- (e) imposing and collecting a special assessment and/or a charge and/or a fee as authorized pursuant to this Petition and the Act;
- (f) coordinating meetings and the dissemination of additional information necessary or desirable to meet the District Purposes.

3. Maintenance

The District may contract for and provide maintenance and cleaning services to the Water Treatment Facility, and to improve the efficiency of the Water Treatment Facility, to ensure the Water Treatment Facility remains compliant with the MCWL. Such services may include, but are not necessarily limited to:

- (a) contracting for legal services to provide annual review of the MCWL;
- (b) contracting for engineering and/or any other services necessary to provide annual review and assessment of the Water Treatment Facility to ensure compliance with the MCWL;
- (c) monitoring of City services, if any; and
- (d) providing, maintenance, and other services to the Water Treatment facility and surrounding property.

4. Additional Improvements and Services

The District shall be authorized to provide for any and all desired services and improvements, and shall have all rights needed to provide those desired services and improvements, up to and including any desired service and improvement right not specifically limited, or prevented, by this Petition or the Act.

C. Estimate of Revenues and Costs of Improvements and Services

The commencement of the Eligible Services and the levy and collection of the Special Assessment are anticipated to occur within the first year of the District's existence. The Five-Year Plan's estimate of revenues from the collection of the Special Assessment, and estimated costs related to the provision of the Eligible Services are shown on Exhibit C attached to this Petition.

V. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate not-for-profit corporation named Grand Hill, LLC, and shall have all of the powers granted to and/or exercisable by a community improvement district according to the Act. The District shall comply with all state statutory requirements of a not-for-profit corporation including, but not limited to: (1) compliance with the requirements outlined in Rev. Mo. Stat. § 355.001, *et al.*; and (2) annual comprehensive financial audit, if required by lender.

B. Board of Directors

1. Number

The District shall initially be governed by a Board of Directors (the "Board") consisting of five (5) members. As the term of each initial director ("Initial Directors") expires, successor directors shall qualify and be appointed elected in accordance with Paragraph 5 of this Article.

2. Qualifications

The Initial Directors of the Board shall be comprised of those individuals listed in Paragraph 3 of this Article. Successor directors (“Successor Directors”) shall be elected in accordance with Paragraph 5 of this Article. Each Initial Director and Successor Director shall meet the following requirements:

- (a) be at least 18 years of age;
- (b) be a Missouri resident, as long as required by the Missouri Constitution or by state statute;
- (c) be either an owner of real property (“Owner”) within the District, or such Owner’s representative, an owner of a business (“Operator”) operating within the District, or such Operator’s representative, or a registered voter, owning and occupying a residence within the District (“Resident”); and
- (d) except for the Initial Directors named in this Petition, be nominated by a Board Member according to the nominating procedures set out below.

3. Initial Directors

In accordance with the District’s articles or bylaws and by Rev. Mo. Stat. § 355.001, *et al.*, the Initial Directors to serve on the Board, and their respective terms, will be:

<i>NAME</i>	<i>TERM (in years)</i>
<i>David Panek</i>	6
<i>Mary Beth Panek</i>	5
<i>James G. Panek</i>	4
<i>Tina M. Watters</i>	4
<i>Lucena E Panek Trust</i>	4

4. Terms

Each Initial Director named above shall serve for the term set forth opposite his/her name or until his/her successor is appointed in accordance with this Petition. Each Successor Director shall serve a four-year term or until his/her successor is appointed in accordance with this Petition. If, for any reason, a director is not able to serve his/her full term, the remaining directors shall elect an interim director to fill the vacancy of the unexpired term.

Notwithstanding anything to the contrary, any Initial Director's or Successor Director's (collectively, "Director") failure to continually meet the qualification requirements set forth in Paragraph 2 of this Article, either in a Director's individual capacity or in a Director's representative capacity, shall constitute cause for the Board to take appropriate action to remove said Director.

5. Successor Directors

Successor Directors shall be nominated by a Board Member and elected by a majority vote of the Board. Such elections shall be subject to each and every qualification stated in this Petition.

6. Termination

Any Director may be removed for cause by a two-thirds affirmative vote of the Board. Written notice of the proposed removal shall be given to all Directors prior to action thereon.

7. Compensation

No Director shall receive compensation for performing their official duties as a member of the Board, except that the District may reimburse Directors for reasonable and actual expenses incurred in the performance of their official duties as may be permitted in the Act.

VI. ASSESSED VALUE

The total assessed value of all of the real property within the District is \$167,820.20.

VII. LIFE OF DISTRICT

The life of the District shall be for a minimum of thirty (30) years following the effective date of the Ordinance establishing the District, after which, the District shall continue in perpetual existence unless and until terminated in accordance with the Act.

VIII. REAL PROPERTY TAXES AND BUSINESS LICENSE TAXES

The District will not levy a real property tax and is not authorized to levy a business license tax.

IX. SPECIAL ASSESSMENTS

The District may, by resolution of the Board, and in accordance with the Act, impose a District-wide special assessment not to exceed the amounts as set forth in Exhibit D upon all developed and improved lots in the District, excluding streets and public right-of-way. By

signing this Petition, the Petitioners are simultaneously approving the Special Assessment Petition attached as Exhibit E authorizing the District to levy a special assessment as provided in this Petition and the Special Assessment Petition by resolution duly adopted by the District's Board of Directors.

X. SALES TAX

The District is not authorized to levy a sales tax.

XI. LIMITATIONS ON BORROWING CAPACITY, REVENUE GENERATION AND DISTRICT POWERS

There shall be no limitations on the District's borrowing capacity, revenue generation, or powers; however, the District shall have no power to acquire property by eminent domain.

XII. REQUEST TO AMEND ORIGINAL PETITION

By execution and submission of this Petition, the Petitioners request that the City Council amend the Original Petition by modifying certain provisions related to special assessments, updating the Five-Year Plan, and by adding Exhibit D – Real Property Special Assessment Roll and Exhibit E – Special Assessment Petition as set out in this Petition.

XIII. SEVERABILITY

If any provision of this Petition shall be held or determined to be invalid, inoperative or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative or unenforceable to any extent whatsoever.

EXHIBIT A

DISTRICT LEGAL DESCRIPTION

Lots 1 through 16, GRAND HILL ADDITION, in Belton, Cass County, Missouri, and all public or private streets that run appurtenant, inclusive of all public or private rights-of-way, identified in the plat attached hereto as Exhibit B.

In addition, the following public easements and right-of-way for a total of 1,808 feet are included within the District boundaries for purpose of connecting the new Water Treatment Facility to the City of Belton public sewer:

Tract A:

The South Twenty (20) feet of the North One Thousand and Eighty (1080.0) feet of the E 1/2 of the W 1/2 of the W 1/2 of Lot 2, of the NW 1/4 of Section 1, Township 46, Range 33 in the City of Belton, Cass County, Missouri.

Tract B:

The South Twenty (20) feet of the North One Thousand and Eighty (1080.0) feet of the E 1/2 of the W 1/2 of Lot 2, of the NW 1/4 of Section 1, Township 46, Range 33, in the City of Belton, Cass County, Missouri.

Tract C:

From the eastern termination of Tract B thence east 825 feet within the public right-of-way of 157th Street in the Sunset Hill Addition subdivision to the City of Belton public sewer connection.

EXHIBIT B DISTRICT BOUNDARY MAP

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Page 1 of 1

10667
RECORDS OF MISSOURI
COUNTY OF DALLAS
I hereby certify that this instrument of writing was filed
in my office on this 27th day of November
A.D. 1962 by Logan Stouder
and recorded by me on this 27th day of November
A.D. 1962.
Logan Stouder Notary Public

GRAND HILL ADDITION BELTON, MO.

This is a subdivision of the South 478 feet of the West half of the West half of the West half of Lot 2 of the Northwest Quarter of Section 1, Township 48, Range 38, Belton, Cass County, Missouri.

The undersigned proprietor of the above described tract has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as

"GRAND HILL ADDITION"

All thoroughfares shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

An easement or license is hereby granted to Belton, Missouri to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, water, gas and sewer lines, poles, wires and anchors and all or any of them upon those areas outlined on this plat and designated by the words "Utilities Easement".

In testimony whereof GRAND HILLS DEVELOPMENT COMPANY, INC. has caused these presents to be signed by its President and attested by its Secretary this 27th day of NOVEMBER, A.D., 1962.

Attest:
By Maui R. Peters
Secretary

GRAND HILLS DEVELOPMENT COMPANY, INC.
By Logan Stouder
President

State of Missouri } ss.
County of Cass }

On this 27th day of November, A.D., 1962, before me the undersigned Notary Public, personally appeared Logan Stouder, to me known to be the person described in and who by me being duly sworn, did say that he is President of GRAND HILLS DEVELOPMENT COMPANY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Logan Stouder acknowledged the execution of said instrument to be the free act and deed of said corporation.

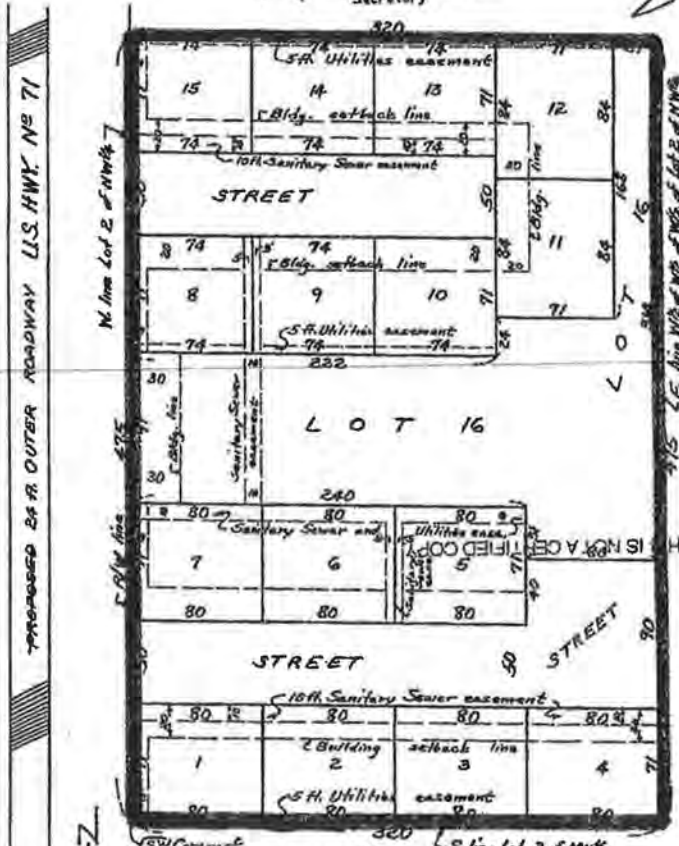
In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Belton, Missouri, the day and year last above written.

Logan Stouder
Notary Public in and for
Cass County, Missouri
My commission expires
April 17, 1965

State of Missouri } ss.
County of Cass }

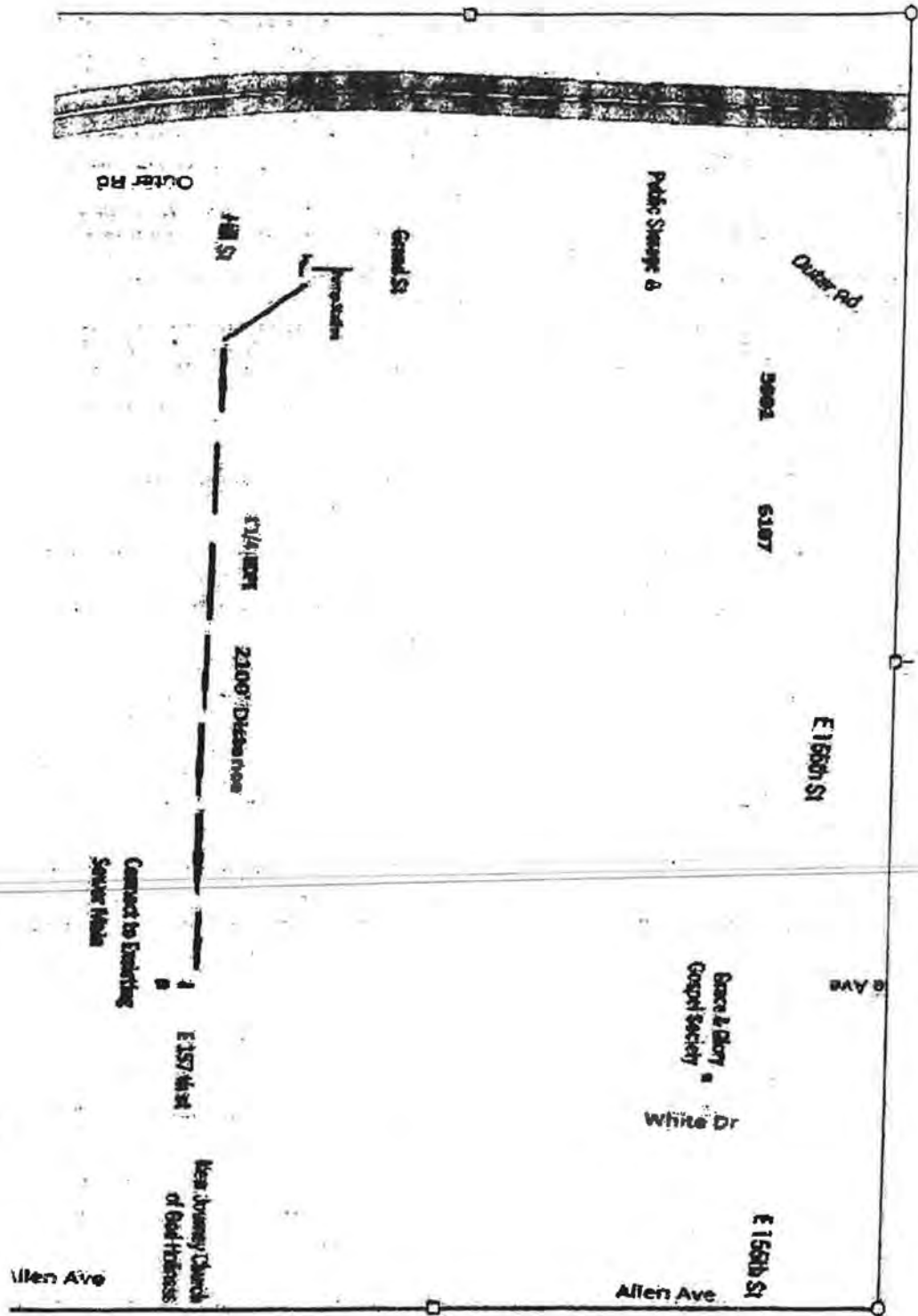
This certifies that the within plat of GRAND HILL ADDITION was submitted to and duly approved by the Mayor and Council of the City of Belton, Missouri, this 27th day of November, A.D., 1962.

by Ordinance No. 62-114
Robert Stouder
City Clerk



Clayton C. Spahr
City Engineer
I certify that this plat was approved by the Mayor and Council of the City of Belton, Missouri, on this 27th day of November, A.D., 1962.

SURVEYED AND PLATTED BY
Harvey A. Jones
Land Surveyor
Independence, Mo.
November 21, 1962.



**EXHIBIT C
FIVE-YEAR PLAN
ESTIMATED COSTS OF IMPROVEMENTS AND SERVICES***

	Year 1 2016	Year 2 2017	Year 3 2018	Year 4 2019	Year 5 2020
I. Revenue					
A. Estimated Special Assessment Revenue	\$12,900.00	\$12,900.00	\$ 12,900.00	\$12,900.00	\$12,900.00
II. Expenditures					
A. Updates and Improvements	\$(125,000.00)	\$ -	\$ -	\$ -	\$ -
B. Debt Service	\$ (10,900.00)	\$(10,900.00)	\$(10,900.00)	\$(10,900.00)	\$(10,900.00)
C. Administration	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)	\$ (2,000.00)
	\$	\$ -	\$ -	\$ -	\$ -

Notes:

- I(A) A special assessment may only be levied upon receipt of a petition signed in accordance with the CID Act. By resolution, and in accordance with the CID Act, the Board may levy a special assessment rate lower than the ceiling rate set forth in the table above. Each special assessment due and owing shall constitute a perpetual lien against each tract, as outlined in Section 67.1521 of the CID Act. The Special Assessment estimate is calculated based on the amounts set forth in Exhibit D.
-
- II(A) The Updates and Improvements allocation will be used to connect the wastewater flow from the District to the City of Belton's central wastewater treatment and collection system, which will require the construction of a connection pipe, and will be used to demolish the Water Treatment Facility.
- II(B) The District shall fund initial expenditures through debt capital. The District shall repay any debt over a term of 20 or more years using funds collected from the special assessment levied in accordance with the CID Act. The estimate for Debt Service was calculated using a 20-year term loan with the initial loan amount of \$125,000, and an interest rate of 3.2%.
- II(C) Administration funds will be utilized for the daily, monthly and yearly operations costs and of the District. Fees are as follows: -\$600.00 for Yearly City Inspection/Maintenance, -\$300.00 Yearly Electricity Expense, -\$200.00 Yearly Insurance Expense. +\$900.00 Secured as saving for future Maintenance.
- * To the extent the actual revenue and costs of improvements and services are in variance of with this five-year plan, the District's budget will be modified by the Board on an annual basis.

Grand Hill Sewer Project

Bidder: _____

Grand Hill Sewer Construction Bidders

Item No.	Item Description:	Contractor	
1	Pump Station Package	Haynes Equipment Co., Inc.	Written Proposal
2	Installation of pump station	B & D Excavations	Verbal waiting on CID
3	Excavation and install of 1 1/4 HPED pipe	Crystal Excavation	Written Proposal
4	Concrete for base of pump manhole	American Concrete	Market cost
5	Electrician work	Perkins Electric	Written Proposal
6	Attorneys Fee	Bill Moore/David Raup	Written Proposal
7	Engineering Fee	Dillon Engineering	Written Proposal
8	3/4 Clean Gravel	Not chosen	Market cost
9	Demo of existing pump house.	B & D Excavations	Verbal waiting on CID
10	Install 6' Fence enclosure with a six gate	Brookl Fencing	Written Proposal
11	Estimation of possible rock breakage	B & D Excavations	Estimation

Note: May be printed, for manual fill-in, or filled in on electronic excel spreadsheet version.

**EXHIBIT D
REAL PROPERTY SPECIAL ASSESSMENT ROLL**

<u>Property Address</u>	<u>Legal Description</u>	<u>Parcel Numbers</u>	<u>Assessed Value</u>	<u>Annual Flat Amount Special Assessment</u>
301 Hill & 303 Hill, Belton, MO 64012	Grand Hill Lot 1	05-01-01-000-000-091.000	\$10,640.00	\$ 900.00
305 Hill, Belton, MO 64012	Grand Hill Lot 2	05-01-01-000-000-090.000	\$10,780.00	\$ 900.00
309 Hill, Belton, MO 64102	Grand Hill Lot 3	05-01-01-000-000-089.000	\$10,990.00	\$ 900.00
313 Hill & 315 Hill, Belton MO 64012	Grand Hill Lot 4	05-01-01-000-000-088.000	\$10,780.00	\$ 900.00
308 & 308A Hill & 310 Hill, Belton, MO 64012	Grand Hill Lot 5	05-01-01-000-000-087.000	\$16,790.00	\$1,140.00
304 Hill & 304A Hill & 306 Hill, Belton, MO 644012	Grand Hill Lot 6	05-01-01-000-000-086.000	\$16,770.00	\$1,140.00
300 Hill & 300A Hill & 302 Hill, Belton, MO 64012	Grand Hill Lot 7	05-01-01-000-000-085.000	\$16,770.00	\$1,140.00
301 Grand, Belton, MO 64012	Grand Hill Lot 8	05-01-01-000-000-083.000	\$13,070.00	\$1,140.00
305 Grand & 307 Grand, Belton, MO 64012	Grand Hill Lot 9	05-01-01-000-000-082.000	\$11,450.00	\$ 900.00
309 Grand, Belton, MO 64012	Grand Hill Lot 10, 3257/819	05-01-01-000-000-081.000	\$14,760.00	\$1,140.00
308 Grand & 310 Grand, Belton, MO 64012	Grand Hill Lot 13	05-01-01-000-000-078.000	\$10,950.00	\$ 900.00
304 Grand & 306 Grand, Belton, MO 64012	Grand Hill Lot 14	05-01-01-000-000-077.000	\$11,210.00	\$ 900.00
300 Grand, Belton, MO 64012	Grand Hill Lot 15	05-01-01-000-000-076.000	\$10,820.00	\$ 900.00

**EXHIBIT E
SPECIAL ASSESSMENT PETITION**

**GRAND HILL
COMMUNITY IMPROVEMENT DISTRICT**

Petition for the Levy of Special Assessments

The Grand Hill Community Improvement District (“District”) shall be authorized to levy special assessments (“CID Special Assessments”) against real property benefited within the District for the purpose of providing revenue for the District Purposes, as described on the attached Exhibit A, such CID Special Assessments shall be levied against each developed and improved tract, lot or parcel listed below within the District, excluding streets and public right-of-way, which receives special benefit as a result of the District Purposes, the cost of which shall be allocated among the property that is subject to the CID Special Assessment in an amount not to exceed the annual flat amount for each such tract, lot or parcel as listed below. A map of the lots subject to the CID Special Assessment, as listed below, is attached as Exhibit B. *Capitalized terms not expressly defined herein shall have the same meaning ascribed to them in the Petition to Amend the First Amended Petition to Establish Grand Hill Community Improvement District (“Petition”).*

Authorization to levy the CID Special Assessments shall not expire until the District Purposes are fully funded, which shall be for a minimum of twenty (20) years following the effective date of the Ordinance, after which period the CID Special Assessments shall remain in effect until the District is terminated in accordance with Section 67.1481, RSMo, of the Act. The general street addresses as stated by the Cass County, Missouri Collector’s Office, and the legal descriptions of the real property which will receive special benefit from the District Purposes are as follows:

<u>Property Address</u>	<u>Legal Description</u>	<u>Parcel Numbers</u>	<u>Assessed Value</u>	<u>Annual Flat Amount Special Assessment</u>
301 Hill & 303 Hill, Belton, MO 64012	Grand Hill Lot 1	05-01-01-000-000-091.000	\$10,640.00	\$ 900.00
305 Hill, Belton, MO 64012	Grand Hill Lot 2	05-01-01-000-000-090.000	\$10,780.00	\$ 900.00
309 Hill, Belton, MO 64102	Grand Hill Lot 3	05-01-01-000-000-089.000	\$10,990.00	\$ 900.00
313 Hill & 315 Hill, Belton MO 64012	Grand Hill Lot 4	05-01-01-000-000-088.000	\$10,780.00	\$ 900.00
308 & 308A Hill & 310 Hill, Belton, MO 64012	Grand Hill Lot 5	05-01-01-000-000-087.000	\$16,790.00	\$1,140.00
304 Hill & 304A Hill & 306 Hill, Belton, MO 644012	Grand Hill Lot 6	05-01-01-000-000-086.000	\$16,770.00	\$1,140.00

300 Hill & 300A Hill & 302 Hill, Belton, MO 64012	Grand Hill Lot 7	05-01-01-000-000-085.000	\$16,770.00	\$1,140.00
301 Grand, Belton, MO 64012	Grand Hill Lot 8	05-01-01-000-000-083.00	\$13,070.00	\$1,140.00
305 Grand & 307 Grand, Belton, MO 64012	Grand Hill Lot 9	05-01-01-000-000-082.000	\$11,450.00	\$ 900.00
309 Grand, Belton, MO 64012	Grand Hill Lot 10, 3257/819	05-01-01-000-000-081.000	\$14,760.00	\$1,140.00
308 Grand & 310 Grand, Belton, MO 64012	Grand Hill Lot 13	05-01-01-000-000-078.000	\$10,950.00	\$ 900.00
304 Grand & 306 Grand, Belton, MO 64012	Grand Hill Lot 14	05-01-01-000-000-077.000	\$11,210.00	\$ 900.00
300 Grand, Belton, MO 64012	Grand Hill Lot 15	05-01-01-000-000-076.000	\$10,820.00	\$ 900.00

Exhibit A (to Special Assessment Petition)
Description of District Purposes

- A. The District shall serve the following purposes (the “District Purposes”):
- (i) facilitating development of the water treatment facility that services the District (“Water Treatment Facility”) by providing, or causing to be provided, certain improvements and services (collectively, the “Eligible Services”) described in Paragraph B of this Article for the benefit of the District;
 - (ii) issuing obligations, (“Bonds”), or obtaining any other sort of financing allowed under the Act to finance: (1) the costs of the Eligible Services, (2) other costs incurred by the District to carry out the District Purposes, and (3) costs of financing, including but not limited to: (i) costs of issuance, (ii) capitalized interest, and (iii) debt service reserves;
 - (iii) coordinating with public and private entities to plan and implement the Eligible Services; and
 - (iv) imposing and collecting a special assessment, fees, and charges authorized pursuant to this Petition and the Act.
- B. Improvements and Services

The Eligible Services shall include, but are not necessarily limited to, the following:

1. Updates and Improvements to Water Treatment Facility

The District may construct, reconstruct, install, repair, maintain, and equip (or cause such services to be undertaken) any updates and improvements necessary to bring the Water Treatment Facility into compliance with the Missouri Clean Water Law (“MCWL”) including, but not limited to: connecting the wastewater flow from the District to the City of Belton’s central wastewater treatment and collection system, and any other useful, necessary or desired improvement authorized under the Act.

2. Administration and Operations

The District may provide and/or contract for managerial, engineering, legal, technical, clerical, accounting, financial consulting, and other assistance deemed necessary or desirable by the District to meet the District Purposes, including, but not necessarily limited to, the following:

- (a) financing the costs of creating and operating the District;

- (b) investigating and assessing future updates and improvements necessary for the Water Treatment Facility to remain compliant with the MCWL;
- (c) financing the costs of updating the Water Treatment Facility so that it remains compliant with the MCWL;
- (d) contracting for legal counsel on matters pertaining to the District and to the Water Treatment Facility;
- (e) imposing and collecting a special assessment and/or a charge and/or a fee as authorized pursuant to this Petition and the Act;
- (f) coordinating meetings and the dissemination of additional information necessary or desirable to meet the District Purposes.

3. Maintenance

The District may contract for and provide maintenance and cleaning services to the Water Treatment Facility, and to improve the efficiency of the Water Treatment Facility, to ensure the Water Treatment Facility remains compliant with the MCWL. Such services may include, but are not necessarily limited to:

- (a) contracting for legal services to provide annual review of the MCWL;
- (b) contracting for engineering and/or any other services necessary to provide annual review and assessment of the Water Treatment Facility to ensure compliance with the MCWL;
- (c) monitoring of City services, if any; and
- (d) providing, maintenance, and other services to the Water Treatment facility and surrounding property.

4. Additional Improvements and Services

The District shall be authorized to provide for any and all desired services and improvements, and shall have all rights needed to provide those desired services and improvements, up to and including any desired service and improvement right not specifically limited, or prevented, by this Petition or the Act.

Exhibit B (to Special Assessment Petition)

Map

Book 3 / Page 40 CFN# 10667

Page 1 of 1

10667
 STATE OF MISSOURI | Recorder's Office
 COUNTY OF GASS
 I hereby certify that this instrument of writing was filed
 for record on this 27th day of November, 1962.
 at 10:22 a.m. Book 42 Recorder's O.
 and recorded in Vol. 1 Page 40
 My Commission Expires _____

 Recorder

GRAND HILL ADDITION
 BELTON, MO.

This is a subdivision of the South 470 feet of the West half of the West half of Lot 2 of the Northwest Quarter of Section 1, Township 46, Range 33, Belton, Cass County, Missouri.

The undersigned proprietor of the above described tract has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as

"GRAND HILL ADDITION"

All thoroughfares shown on this plat and not heretofore dedicated to public use are hereby so dedicated.

An easement or license is hereby granted to Belton, Missouri to locate, construct and maintain or to authorize the location, construction and maintenance of conduits, water, gas and sewer lines, poles, wires and anchors and all or any of them upon those areas outlined on this plat and designated by the words "Utilities Easement".

In testimony whereof GRAND HILLS DEVELOPMENT COMPANY, INC. has caused these presents to be signed by its President and attested by its Secretary this 27 day of November, A.D., 1962.

Attest:
 By Maiss R. Patten
 Secretary

GRAND HILLS DEVELOPMENT COMPANY, INC.
Logan Stoudt
 President

State of Missouri)
 County of Gass)

On this 27th day of

November, A.D., 1962, before me, the undersigned Notary Public, personally appeared Logan Stoudt, to me known to be the person described in and who by me being duly sworn, did say that he is President of GRAND HILLS DEVELOPMENT COMPANY, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Logan Stoudt acknowledged the execution of said instrument to be the free act and deed of said corporation.

In testimony whereof I have hereunto set my hand and affixed my official seal at my office in Belton, Missouri, the day and year last above written.

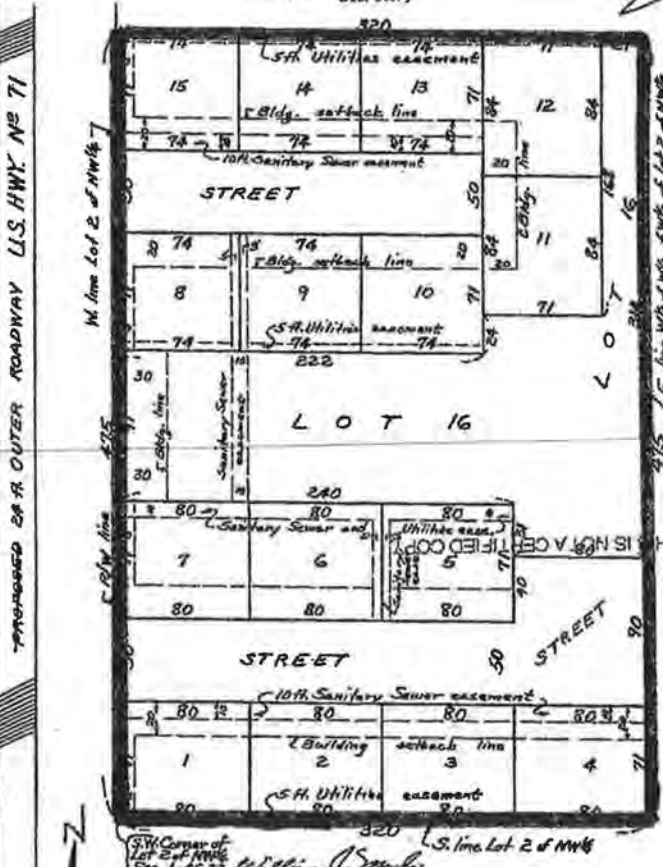
James C. Pugh
 Notary Public in and for Cass County, Missouri

My commission expires
April 17, 1964

State of Missouri)
 County of Gass)

This certifies that the within plat of GRAND HILL ADDITION was submitted to and duly approved by the Mayor and Council of the City of Belton, Missouri, this 27th day of November, A.D., 1962.

by Ordinance No. 82-114
Paul Schneider
 City Clerk



Clayton D. ...
William ...
Al ...

SURVEYED AND PLATTED BY
Harvey A. Jones
 Land Surveyor
 Independence, Mo.
 November 21, 1962.

Owner Name The Lucena E. Panek Declaration of Trust Dated August 18, 1997
Owner Address 12157 Charlotte St., Kansas City, MO, 64146
Owner's Telephone Number
Married / Single

Property Addresses

1. 301 Hill & 303 Hill, Belton, MO, 64012
2. 313 Hill & 315 Hill, Belton, MO 64012
3. 304 Hill & 304A Hill & 306 Hill, Belton, MO 64012
4. 300 Hill & 300A Hill & 302 Hill, Belton, MO 64012
5. No address assigned, Grand, Belton, MO 64012

Legal Descriptions

1. Grand Hill Lot 1
2. Grand Hill Lot 4
3. Grand Hill Lot 6
4. Grand Hill Lot 7
5. Grand Hill Lot 12

Parcel Numbers


1. 5-01-01-000-000-091.000
2. 5-01-01-000-000-088.000
3. 5-01-01-000-000-086.000
4. 5-01-01-000-000-085.000
5. 5-01-01-000-000-179.000

Assessed Values

1. \$10,640
2. \$10,780
3. \$16,770
4. \$16,770
5. \$380

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition and its exhibits, has read the Petition and its exhibits, is authorized to execute this signature page on behalf of the owner of the properties named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature



Date

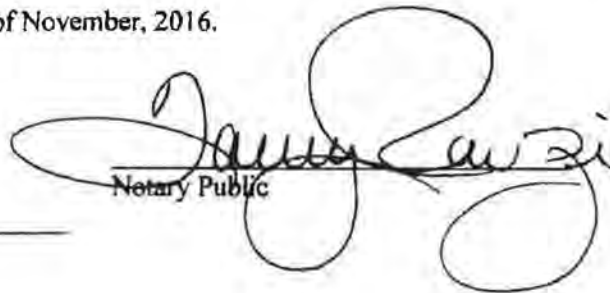
11/2/16

State of Missouri)
County of Jackson) ss:

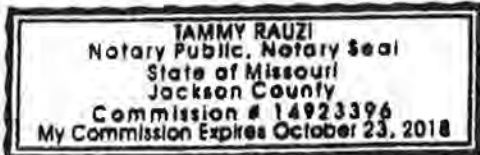
Before me personally appeared David S. Rauzi, Successor Trustee as named in the Lucena E. Panek Declaration of rust dated August 18, 1997, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owner and acknowledged to me that he or she executed the same for the purposes therein stated as the free act and deed of said company/owner.

Witness my hand and official seal this First day of November, 2016.

Notary Public



My Commission Expires: _____



Signature Page for Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District and Authorize Special Assessments

I request that the City Council of the City of Belton, Missouri amend the First Amended Petition to Establish the Grand Hill Community Improvement District according to the preceding Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District (the "Petition") and I authorize the Grand Hill Community Improvement District to levy the special assessments as described in the Special Assessment Petition attached as Exhibit E to the Petition.

Owner Name OH Properties LLC
Owner Address 1067 High Point, Lee's Summit, MO 64031
Owner's Telephone Number

Name of Signer
Signer's Legal Authority to Sign
Signer's Telephone Number
Signer's Mailing Address
Type of Entity Missouri Limited Liability Company

Property Address
305 Hill, Belton, MO 64012

Legal Description
Grand Hill Lot 2

Parcel Number
5-01-01-000-000-090.000

Assessed Value
\$10,780

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition and its exhibits, has read the Petition and its exhibits, is authorized to execute this signature page on behalf of the property owner named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Signature *John S. Olin*

Date 11/11/2016

State of Missouri)
County of Cass) ss:

Before me personally appeared Stephen Dukes who personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owner and acknowledged to me that he or she executed the same for the purposes therein stated as the free act and deed of said company/owner.

Witness my hand and official seal this 1st day of November 2016.

Shawnite Shackelford
Notary Public

SHAWNITE SHACKELFORD
Notary Public - Notary Seal
STATE OF MISSOURI
My Commission Expires Sep 22, 2020
Commission # 18513525

9/22/2020

**Signature Page for Petition to Amend the First Amended Petition to Establish the
Grand Hill Community Improvement District and Authorize Special Assessments**

I request that the City Council of the City of Belton, Missouri amend the First Amended Petition to Establish Grand Hill Community Improvement District according to the preceding Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District (the "Petition") and I authorize the Grand Hill Community Improvement District to levy the special assessments as described in the Special Assessment Petition attached as Exhibit E to the Petition.

Owner Names David M. Panek
Owner Address 9304 Valley Garden Dr., Kansas City, MO 64139
Owner's Telephone Number
Married / Single

Property Addresses

- 1. 308 Grand & 310 Grand, Belton, MO 64012
- 2. No address assigned, S. Outer Rd., Belton, MO 64012

Legal Descriptions

- 1. Grand Hill Lot 13
- 2. Grand Hill Lot 16

Parcel Numbers

- 1. 5-01-01-000-000-078.000
- 2. 5-01-01-000-000-084.000

Assessed Values

- 1. \$10,950
- 2. \$1,030

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition and its exhibits, has read the Petition and its exhibits, is authorized to execute this signature page on behalf of the owners of the properties named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

David M. Panek
Signature

10-31-2018
Date

State of Missouri)
County of Cass) ss:

Before me personally appeared David Panek and _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owners and acknowledged to me that he/she/they executed the same for the purposes therein stated as the free act and deed of said company/owners.

Witness my hand and official seal this 31st day of October, 2016.

Rebecca Hadyan
Notary Public

My Commission Expires: 1/13/2019



Signature Page for Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District and Authorize Special Assessments

I request that the City Council of the City of Belton, Missouri amend the First Amended Petition to Establish Grand Hill Community Improvement District according to the preceding Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District (the "Petition") and I authorize the Grand Hill Community Improvement District to levy the special assessments as described in the Special Assessment Petition attached as Exhibit E to the Petition.

Owner Names David M. Panek
Owner Address 9304 Valley Garden Dr., Kansas City, MO 64139
Owner's Telephone Number
Married / Single

Property Addresses	Legal Descriptions
1. 308 Grand & 310 Grand, Belton, MO 64012	1. Grand Hill Lot 13
2. No address assigned, S. Outer Rd., Belton, MO 64012	2. Grand Hill Lot 16

Parcel Numbers	Assessed Values
1. 5-01-01-000-000-078.000	1. \$10,950
2. 5-01-01-000-000-084.000	2. \$1,030

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition and its exhibits, has read the Petition and its exhibits, is authorized to execute this signature page on behalf of the owners of the properties named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

<u>David M. Panek</u> Signature	<u>10-31-2016</u> Date
<u>Mary Beth Panek</u> Signature	<u>10-31-2016</u> Date

State of Missouri)
 County of Cass) ss:

Before me personally appeared David Panek and _____, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owners and acknowledged to me that he/she/they executed the same for the purposes therein stated as the free act and deed of said company/owners.

Witness my hand and official seal this 31st day of October, 2016.

Rebecca Hadjian
 Notary Public

My Commission Expires: 1/13/2019



Signature Page for Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District and Authorize Special Assessments

I request that the City Council of the City of Belton, Missouri amend the First Amended Petition to Establish the Grand Hill Community Improvement District according to the preceding Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District (the "Petition") and I authorize the Grand Hill Community Improvement District to levy the special assessments as described in the Special Assessment Petition attached as Exhibit E to the Petition.

Owner Name James G. Panek
Owner Address 1602 Tyler Dr., Raymore, MO 64083
Owner's Telephone Number
Married / Single

Property Addresses	Legal Descriptions
1. 301 Grand & 303 Grand, Belton, MO 64012	1. Grand Hill Lot 8
2. No address assigned, Grand, Belton, MO 64012	2. Grand Hill Lot 11

Parcel Numbers	Assessed Values
1. 5-01-01-000-000-083.000	1. \$13,070
2. 5-01-01-000-000-080.000	2. \$420

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition, has read the Petition, is authorized to execute this signature page on behalf of the owner of the properties named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

James G. Panek
Signature

Nov 1 2016
Date

State of Missouri)
County of ~~Gass~~ Jackson) ss:

Before me personally appeared JAMES PANEK, to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owner and acknowledged to me that he or she executed the same for the purposes therein stated as the free act and deed of said company/owner.

Witness my hand and official seal this 01st day of Nov. 2016

Grace Armstrong
Notary Public

My Commission Expires: 03/03/2019

GRACE ARMSTRONG
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: March 3, 2019
Commission # 15633662

Signature Page for Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District and Authorize Special Assessments

I request that the City Council of the City of Belton, Missouri amend the First Amended Petition to Establish the Grand Hill Community Improvement District according to the preceding Petition to Amend the First Amended Petition to Establish the Grand Hill Community Improvement District (the "Petition") and I authorize the Grand Hill Community Improvement District to levy the special assessments as described in the Special Assessment Petition attached as Exhibit E to the Petition.

Owner Names Paul & Martha J. Westbrook
Owner Address 721 Derby, Raymore, MO 64083
Owner's Telephone Number
Married / Single

Property Address
305 Grand & 307 Grand, Belton, MO 64012

Legal Description
Grand Hill Lot 9

Parcel Number
5-01-01-000-000-082.000

Assessed Value
\$11,450

By executing this signature page, the undersigned represents and warrants that he/she has received a copy of the Petition and its exhibits, has read the Petition and its exhibits, is authorized to execute this signature page on behalf of the property owners named immediately above, and authorizes this signature page to be attached to the original of the Petition to be filed in the Office of the City of Belton, Missouri Clerk. The undersigned also acknowledges that his/her signature may not be withdrawn later than seven days after this Petition is filed with the clerk of the City.

Paul Westbrook
Signature

10/29/16
Date

Martha J. Westbrook
Signature

10/29/16
Date

State of Missouri)
County of Cass) ss:

Before me personally appeared Paul Westbrook and Martha Westbrook to me personally known to be the individual(s) described in and who executed the preceding Petition on behalf of said company/owners and acknowledged to me that he/she/they executed the same for the purposes therein stated as the free act and deed of said company/owners.

Witness my hand and official seal this 29 day of October, 2016.

Lorie M. Easton
Notary Public

My Commission Expires: 03-22-2018

LORIE M. EASTON
Notary Public - Notary Seal
STATE OF MISSOURI
Cass County
My Commission Expires: 3/22/2018
Commission # 14857044

SECTION IX

A

R2016-40

A RESOLUTION APPROVING THE MIDWEST PUBLIC RISK OF MISSOURI 2016 BYLAW REVISIONS.

Whereas, the current Midwest Public Risk of Missouri bylaws were last amended in 2009; and

Whereas, Midwest Public Risk of Missouri has completed an extensive review of the bylaws and revised said bylaws; and

Whereas, all of the governmental entities which are party to these bylaws desire to become members of Midwest Public Risk of Missouri (MPR Missouri) and intend that these bylaws shall constitute a contract among them.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

Section 1. That the Midwest Public Risk of Missouri 2016 bylaw revisions are hereby approved and the Mayor is authorized and directed to execute on behalf of the City.

Section 2. That this resolution shall be in full force and effect after passage and approval.

Duly read and passed this 13th day of December, 2016.

Mayor Jeff Davis

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 Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of December, 2016, and adopted at a

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 December 13, 2016

Division/Department Administration

Council Regular Meeting Work Session Special Session

Approvals

City Manager Department Director Attorney Finance Director Engineer

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

Issue/Recommendation

Acknowledge and agree to Bylaw revisions set by Midwest Public Risk. Majority of revisions are for the purpose of clarifying and providing additional detail(s) as to such things as:

- Definitions
- New Member Eligibility
- Annual Meetings (outline)
- Quorum Voting Rights
- Member Termination (requirement to have at least one program with MPR)
- Board of Directors (voting requirements; election of officers; Board powers; committee nominations; quorum framework)

Background

MPR recently completed extensive review of Bylaws. (Bylaws have not been revised since 2009)

Impact/Analysis: N/A

FINANCIAL IMPACT

Contractor	
Amount of Request/Contract	
Amount Budgeted	\$
Funding Source	
Additional Funds	\$
Funding Source	
Encumbered	\$
Funds Remaining	\$

Staff Recommendation, Action, and Date

Acknowledge and agree to Bylaw revisions set by Midwest Public Risk.

List of reference documents attached:

Bylaw with Track Change Document
Signature Document Page

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 BYLAWS OF MIDWEST PUBLIC RISK OF MISSOURI

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MIDWEST PUBLIC RISK OF MISSOURI

BYLAWS

Date of Adoption: _____

Effective Date: July 1, 2009~~16~~

_____ **WHEREAS**, it is in the mutual interest of the parties hereto to join together to establish and to operate a cooperative program of loss control and risk management, and to provide risk services and risk coverages and other programs which are designed to meet the unique needs of governmental entities; and

_____ **WHEREAS**, RSMo. Section 537.620, as amended, authorizes three or more Missouri political subdivisions to form a not for profit business entity to provide liability and all other risk coverages for its members; and

_____ **WHEREAS**, RSMo. Section 537.620 further authorizes qualifying governmental entities in Missouri and any other state to join such entity; and

_____ **WHEREAS**, all of the governmental entities which are party to these Bylaws desire to become members of Midwest Public Risk of Missouri ("MPR Missouri") and intend that these Bylaws shall constitute a contract among them;

_____ **NOW THEREFORE**, in consideration of the mutual advantages to be derived herefrom and by the execution of these Bylaws as a contract, all of the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Unless the context requires otherwise, the following terms shall have the following meanings:

"Act" shall mean RSMo. Chapter 355, the Missouri Nonprofit Corporation Act.

"Contribution(s)" shall mean any payment required by MPR Missouri to be paid for the receipt by a Member of any MPR Missouri Program or Service, or to satisfy any other Member obligations under these Bylaws.

"Coverage Document(s)" shall mean the written documents approved by MPR Missouri and which are either issued by MPR Missouri or purchased through commercial insurance companies, which set forth the terms and conditions of any Program.

“Interlocal Agreement” shall mean an agreement between MPR Missouri and one or more of (1) a State, (2) another association or entity that operates as a self-insured association of governmental entities, or (3) any governmental entity authorized by the statutes or applicable laws of the state in which it is located. An Interlocal Agreement must be entered for purposes of (1) establishing or maintaining MPR Missouri’s program of loss control and risk management; or (2) providing risk services, risk coverages (including employee benefits and property/liability) or other services to MPR Missouri Members.

“Member(s)” shall mean any governmental entity which is authorized by the statutes or other applicable law of the State of Missouri to enter into contracts or other arrangements for the purpose of pooling resources for liability and other risk coverages and related services and which qualifies as a political subdivision, public governmental body, or quasi-public governmental body as specified in RSMo. Section 537.620. The constituent individual participants in any Member entity whose purpose or function is to administer or sponsor such participants as a collective body shall not be deemed to be Members of MPR Missouri, and only such administering or sponsoring Member entity shall be entitled to single Member status upon such terms and conditions as the Board of Directors shall determine.

“Member Representative(s)” shall mean the individual, who shall be either an elected official or a full-time employee of a Member, who has been duly appointed by a Member to represent the Member’s interest in MPR Missouri and to carry out the obligations of a Member Representative under these Bylaws.

“Nominating Committee” shall have the meaning set forth in Section 6.6 hereof.

“Policy(ies) or Procedure(s)” shall mean any rules or guidelines which may be promulgated from time to time by the MPR Missouri Board of Directors or President/CEO which are not Coverage Documents and which shall be necessary to carry out the purposes of MPR Missouri.

“Program(s)” shall mean any coverages which are provided through MPR Missouri to its Members from time to time including, but not limited to, property and liability, workers’ compensation, and employee benefits.

“Resolution(s)” shall mean any ordinance, resolution or other edict or means by which the governing body of a Member takes official action on behalf of, or takes official action which is intended to be binding upon, the Member.

“Service(s)” shall mean those services which are provided through MPR Missouri to its Members from time to time which are not Programs and which include, but shall not be limited to, loss control, risk management, administration, claims adjusting, legal defense, and education.

**ARTICLE 2
NAME; PRINCIPAL OFFICE**

Section 2.1 Name; Principal Office

The not for profit business entity that has heretofore been organized and operated as MARCIT shall hereafter be named Midwest Public Risk of Missouri ("MPR Missouri").

The Board of Directors shall establish, at a location within the State of Missouri, MPR Missouri's principal office.

**ARTICLE 3
INTENT; NOT BUSINESS OF INSURANCE**

Section 3.1 Intent

It is the intent of the Members that MPR Missouri shall provide comprehensive and cooperative Programs and Services to its Members and that the Members shall pay for the costs and other obligations of MPR Missouri through Contributions and the utilization of deductibles, retentions, purchase of reinsurance, excess insurance, insurance, or other provisions for the payment of Member losses and expenses.

Section 3.2 Not Business Of Insurance

The provision of Programs and Services by MPR Missouri to its Members is not, and shall not be deemed to constitute, the transaction of an insurance business, and MPR Missouri is not, and shall not be deemed to be, an insurance company or insurer under the laws of any state.

Section 3.3 Not-for-Profit Organization

— MPR Missouri shall be organized and operated as a not-for-profit corporation under Missouri law. No part of MPR Missouri's assets or net income shall inure to the benefit of any individual including any director, officer, employee, or Member, except as may be authorized in these Bylaws and allowed by law; provided, however, that MPR Missouri shall be authorized to pay all expenses incurred in furtherance of the purposes set forth in these Bylaws, including reimbursement to directors, officers, employees, Members or others acting on behalf of MPR Missouri.

**ARTICLE 4
MPR MISSOURI POWERS**

Section 4.1 MPR Missouri Powers

MPR Missouri shall have the following powers to carry out the purposes set forth in these Bylaws:

- (a) to establish and implement educational, technical assistance and other activities relating to risk management and loss control;
- (b) to establish reasonable and necessary loss control policies, procedures and programs to be followed by Members;
- (c) to establish underwriting and claims adjusting standards and procedures; such services may be performed by MPR Missouri staff or MPR Missouri may contract with others for such services, including legal defense;
- (d) to retain staff, agents and independent contractors and to provide for an employee benefits program for MPR Missouri employees;
- (e) to acquire, lease, hold or dispose of real or personal property;
- (f) to invest funds as authorized by law;
- (g) to collect and administer funds as needed and, within prudent reserving and actuarial standards, to set aside sufficient cash reserves for the payment of claims and expenses;
- (h) to establish rules for the calculation and payment of Contributions by Members or Member employees, including penalties for late payments;
- (i) to assume, cede and sell risk;
- (j) to sue and be sued;
- (k) to enter into contracts, including, but not limited to contracts with state pools located in other states which assist MPR Missouri in carrying out its powers hereunder;
- (l) to establish rules for the reimbursement of members of the Board of Directors, officers, committee members and others for reasonable and necessary expenses while tending to official business on behalf of MPR Missouri;
- (m) to determine deductible and retention levels of the self-funded program and the amount of risk to be retained by MPR Missouri or Members and the amount of risk to be transferred to others;
- (n) to borrow money or issue bonds or other financial obligations to fund MPR Missouri Programs and Services;
- (o) to purchase or provide fidelity bond coverage or other risk coverage for officers, Directors and employees of MPR Missouri;
- (p) to be subrogated to the rights of its Members and to seek recovery in the name of its Members from any person or entity responsible for a claim or loss;
- (q) to declare and pay dividends and refunds as allowed by law;

(r) to determine Coverage Documents and Policies and Procedures which are necessary, desirable or expedient to provide the Services and Programs authorized by these Bylaws;

(s) to perform such other activities which are necessary, expedient, implied or desirable to carry out the purposes of MPR Missouri; and

(t) to perform any such other acts which are allowed by law to be performed under the Act.

ARTICLE 5 MEMBERS

Section 5.1 Member Eligibility and Admission

— Subject to the payment of appropriate Contributions and under such terms and conditions as the Board of Directors may establish, new Members may be admitted with the approval of the majority of the total membership of the Board of Directors. Only those governmental entities which meet the Member definition in these Bylaws ~~and have executed, and have submitted a copy of the minutes documenting a majority vote or Resolution from the new Member's governing body granting the authority to execute~~ these Bylaws (or have otherwise assured MPR Missouri of their obligation to comply with these Bylaws) may be accepted for membership. A governmental entity located in any state of the United States other than the State of Missouri that is eligible to become a member of a governmental pool that is located in the governmental entity's own state and that is party to a Risk Sharing Agreement with MPR Missouri shall not be eligible to become a Member of MPR Missouri. The Board of Directors of MPR Missouri may delegate authority to review and accept or reject applications for membership by written agreement to such persons or entity and in such manner as it may determine to be consistent with the best interests of MPR Missouri.

Section 5.2 Member Rights

— The rights of Members, which shall be exercised by the Member Representative of each Member, shall be as follows:

(a) to vote on all matters which shall be presented to Members for a vote at any Member meeting;

(b) to elect, in accordance with the procedures described in these Bylaws, eligible candidates to the Board of Directors;

(c) to apply for and receive and participate in Programs and Services for which the Member is qualified upon such terms and conditions as the Board of Directors shall determine; and

(d) to exercise all other rights and privileges as are described in these Bylaws and as are allowed under the Act.

Section 5.3 Member Obligations

- - The obligations of Members shall be as follows:

(a) to continuously maintain participation in no less than one MPR Missouri Program ~~or to receive at least one MPR Missouri Service;~~

(b) to designate in writing, by the chief administrative officer of the Member, a Member Representative. MPR Missouri shall not be required to contact any other individual except the Member Representative for any action or notification which may be required by these Bylaws or MPR Missouri rules. All notices to or agreements with the Member Representative shall be binding upon the Member. A Member may change the Member Representative by giving written notice to MPR Missouri;

(c) to promptly make all Contributions and other payments which are due to MPR Missouri at such times and in such amounts as shall be required by MPR Missouri;

(d) with reasonable notice and during normal work hours, to permit MPR Missouri and its agents, officers and employees access to all facilities and records of the Member, including but not limited to financial records, as they relate to the operations of MPR Missouri;

(e) to report immediately to MPR Missouri, as required by relevant Program Coverage Documents and Policies and Procedures, all occurrences which could reasonably be expected to result in a claim against the Member, its agents, officers or employees or for losses to Member property, within the scope of the Programs provided by MPR Missouri;

(f) to cooperate fully with MPR Missouri claims adjustors, agents, employees and attorneys in the investigation and settlement of any claim or lawsuit within the scope of Programs or Services provided by MPR Missouri, and to acknowledge that MPR Missouri has the final authority to select legal defense counsel for any lawsuit brought under the Programs provided by MPR Missouri to the Member;

(g) to implement, as finances and circumstances permit, MPR Missouri recommended risk management and loss control policies and procedures, and also to permit Member officials and employees to participate in MPR Missouri sponsored conferences and seminars;

(h) to report to MPR Missouri, as required by MPR Missouri Program Coverage Documents or Policies and Procedures, the addition of new services, programs or facilities, the reduction or expansion of existing operations and facilities, or other facts that could reasonably be expected to affect the Member's loss experiences or create potential risks;

(i) to provide MPR Missouri as promptly as possible with all requested information needed for determining Member loss exposures and Contributions;

(j) to take an active role in the business of MPR Missouri, including assignment of personnel to serve on various MPR Missouri committees; and

(k) to comply with all terms and conditions of these Bylaws, Coverage Documents and Policies and Procedures.

— Except as expressly set forth to the contrary in these Bylaws or MPR Missouri's Articles of Incorporation, the rights and obligations of Members shall be identical in all respects.

Section 5.4 Limitations on Member Liability

— Except as specifically required by MPR Missouri's Articles of Incorporation, Bylaws, or by law, no Member shall be responsible for any claim in tort or contract made against any other Member solely on account of a Member's participation in MPR Missouri. By executing these Bylaws, the Members have not created between or among themselves any relationship or partnership, suretyship, indemnification or responsibility for debts or claims against any other Member. These Bylaws shall not relieve any Member of any obligation or responsibility imposed upon it by law, except to the extent that actual and timely performance by MPR Missouri satisfies such obligation or responsibility in whole or in part.

Section 5.5 Annual Member Meeting

— There shall be one annual membership meeting of MPR Missouri ~~at 10:00 a.m. on the first Wednesday of October or~~ held each year at ~~MPR Missouri's principal office or at such other~~ time and place ~~as may~~ be designated by the Board of Directors. Notice of such meeting shall be sent by first class mail to Member Representatives at least ten (10) days in advance of the meeting. Failure of any Member Representative to receive such notice shall not nullify any action taken at an annual membership meeting. Notice of such meeting may also be given by electronic means.

— The President/CEO shall prepare the agenda for the annual membership meeting and shall include on such agenda any item requested by five (5) or more Member Representatives at least twenty (20) days prior to the meeting. Any subject relating to MPR Missouri may be discussed at the annual membership meeting.

— At the annual meeting, the President/CEO and chief financial officer of MPR Missouri shall report to the Members on the activities and financial condition of MPR Missouri.

Section 5.6 Special Membership Meeting

— A special Membership meeting may be called by a majority of the total membership of the Board of Directors or upon the petition of one-third (1/3) of the Members acting through their Member Representatives. A special membership meeting must be held within sixty (60) calendar days after receipt of a valid petition; provided, however, that if the annual membership meeting is scheduled to occur within sixty (60) days after receipt of the request for the special membership meeting, then no separate special membership meeting shall be held. If a valid petition is received within sixty (60) calendar days prior to the annual membership meeting, the topic or topics contained in the petition shall be placed on the agenda for that meeting.

-----Notice of a special membership meeting shall be mailed, by first class mail, to each Member Representative at least ten (10) days in advance of the meeting date. Failure of any Member Representative to receive such notice shall not nullify any action taken at a special membership meeting.

-----Only those matters which are within the purpose or purposes described in the meeting notice may be considered at a special membership meeting. The Board of Directors shall establish the time and place for all special membership meetings.

Section 5.7 Quorum; Voting Rights

----- A quorum of at least eleven (11) (twenty percent (20%)) of the Member Representatives shall be required to conduct business at a special or annual membership meeting. No absentee or proxy voting shall be allowed at any membership meeting. Each Member shall be entitled to one vote that must be cast by the Member Representative ~~or his or her designee.~~ Minutes of the meeting shall record how many members of MPR MO exist at the time of the meeting and how many (in whole numbers) constituted the required twenty percent.

-----The Chair of the Board of Directors shall preside at all membership meetings and, if the Chair is attending the meeting in the capacity of Member Representative, shall be entitled to vote on all matters coming before the meeting.

Section 5.8 Withdrawal

----- A Member may withdraw from membership in MPR Missouri as of the end of MPR Missouri's fiscal year provided that such Member has given MPR Missouri at least ninety (90) days' prior written notice of its intention to withdraw and provided further that such Member ceases participation in all MPR Missouri Programs and Services as of the date of withdrawal. Except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, a withdrawing Member shall forfeit all rights to any refunds, dividends, or claims upon MPR Missouri's assets upon dissolution of MPR Missouri which may be declared or determined subsequent to the date of the Member's withdrawal.

-----A notice of Member withdrawal shall be accompanied by a Resolution adopted by the governing body of the Member which authorizes the withdrawal of the Member from MPR Missouri. Such notice shall be final and binding. No notice of Member withdrawal shall be effective unless it is accompanied by such governing body Resolution.

-----A withdrawing Member shall continue to be responsible for all obligations after the date of withdrawal that relate to the term of membership including, but not limited to, obligations for special assessments. The withdrawing Member shall be subject to all MPR Missouri Policies and Procedures pertaining to any obligation, claim or lawsuit covered by MPR Missouri.

----- Any Member who withdraws from MPR Missouri without complying with the foregoing obligations shall be obligated to pay to MPR Missouri liquidated damages equal to 25% of the Member's annual Contributions paid by such Member in its final full year of participation in MPR Missouri. Member agrees to pay such liquidated damages within twenty (20) calendar days

following receipt of the computation of the amount due. MPR Missouri and Member agree that the failure of Member to withdraw from MPR Missouri in accordance with the foregoing procedures shall cause damage to MPR Missouri in amounts which it is not possible calculate at this time and that these liquidated damages are a good faith estimate of the damages as to which the Member shall be obligated to MPR Missouri.

Section 5.9 Termination

(a) Termination

A Member may be terminated from membership in MPR Missouri for cause upon a majority vote of the total membership of the Board of Directors. The effective date of such termination shall be as determined by the Board of Directors, except that such termination shall take effect no later than ninety (90) days following the Board's decision to terminate. For purposes of this Section, cause shall be deemed to include the following:

- (1) failure to maintain at least one Program with MPR Missouri ~~or contract for the receipt of any Services from MPR Missouri;~~
- (2) failure to make any Contribution due to MPR Missouri in accordance with the directives of the MPR Missouri Board of Directors;
- (3) failure to undertake or to continue risk management or loss control measures recommended by MPR Missouri;
- (4) failure to allow MPR Missouri and its agents reasonable access to all facilities and records of the Member which are necessary for the proper administration of MPR Missouri;
- (5) failure to cooperate fully with MPR Missouri officers, employees, attorneys, claims adjusters or other agents;
- (6) failure to file required reports with MPR Missouri or the filing of a false claim or report or any conduct which impairs the ability of MPR Missouri to carry out its purposes;
- (7) adverse loss experience with respect to the property and liability Program or the workers' compensation Program, as determined by the Board of Directors;
- (8) breach of any of Member's obligations under these Bylaws, MPR Missouri Coverage Documents, or MPR Missouri Policies and Procedures;
- (9) failure of a Member, the elected governing body of the Member, or of other personnel of the Member to exercise the Member's powers or fulfill the Member's duties in accordance with the constitution or statutes of the state which has enabled the creation of the Member and which has prescribed the Member's classification as a governmental entity; or

(10) a Member becomes ineligible for MPR Missouri Membership pursuant to § 5.1 of these Bylaws; provided that such Member may not be terminated during the Program year if such Member's ineligibility is established after the first day of a Program year; or

(11) any other cause that is deemed good cause by a two-third (2/3), defined as eight directors, vote of the entire Board of Directors.

(b) Notification; Hearing, Obligations

— A Member shall be terminated immediately and without further notice upon the failure of a Member to maintain at least one Program or receive any Services from MPR Missouri. A Member shall be terminated with not less than thirty (30) days written notice upon the determination by the Board of Directors that such Member has adverse loss experience. In all other cases, a Member may be terminated only after written notice sent by certified or first class mail from the President/CEO of MPR Missouri stating the reasons for termination. Such notice shall provide the Member thirty (30) calendar days to cure the grounds for termination. The Member may request a hearing before the Board of Directors prior to the final termination of the Member's membership in MPR Missouri. The President/CEO of MPR Missouri shall present the case for termination to the Board of Directors, and the Member shall have reasonable opportunity to present its case to the Board of Directors.

— The decision by a majority of the total members of the Board of Directors to terminate a Member after notice and hearing or after the failure of the Member to cure the grounds given for termination shall be final and shall not be subject to appeal in any forum. The termination shall take effect thirty (30) calendar days after the decision to terminate is approved by the Board of Directors.

— A terminated Member shall forfeit all rights to any MPR Missouri refunds, dividends, or distribution of assets upon dissolution after the effective date of termination. Any terminated Member shall continue to be bound to those same continuing obligations as to which a withdrawing Member is obligated in accordance with Section 5.8 of these Bylaws.

Section 5.10 Application of Sections 355.231 to 355.306 of the Act

The provisions of Sections 355.231 to 355.306 of the Act shall apply to MPR Missouri except to the extent the provisions of such Sections are inconsistent with the Articles of Incorporation of MPR Missouri or these Bylaws, provided, however, that no Section allowing proxy voting shall apply to MPR Missouri.

**ARTICLE 6
BOARD OF DIRECTORS**

Section 6.1 Powers; Election; Vacancies

— The Board of Directors shall consist of eleven (11) members. The Board of Directors shall adopt rules for the election of Directors by the Member Representatives and for

appointment to fill Director vacancies by the Board of Directors, provided that the following conditions are fulfilled:

(a) at least two members of the Board of Directors shall be from the ~~four~~six largest Missouri Members as measured by total contributions paid in MPR Missouri's most recent fiscal year;

(b) each Member Representative shall be entitled to one vote for each Director position to be filled;

(c) Directors shall serve three year, staggered terms provided that no Director may serve more than two consecutive three-year terms or a total of six consecutive years. Board service by individuals appointed to fill the remainder of an unexpired term shall not be considered for purposes of these limitations;

(d) Directors shall assume office at the end of the annual membership meeting following election;

(e) by majority vote of the total number of serving Directors, the Board of Directors shall appoint qualified individuals to fill vacancies on the Board of Directors for the remainder of any unexpired term;

(f) the number of Directors may be increased or decreased by ~~majority~~supermajority vote of two-thirds (2/3) of the Members present at any duly constituted Member at the annual meeting of Members as defined by Section 5.5; and

(g) the Board of Directors shall adopt rules for the nomination of qualified candidates to run for election to the Board of Directors.

Section 6.2 Director Qualifications

— All Directors shall be full time employees of a Member. Any Director who fails to meet this requirement or whose Member entity withdraws or whose membership in MPR Missouri is terminated as provided in these Bylaws shall immediately forfeit the Director's position. All directors shall meet the requirements of the Act.

Section 6.3 Director Compensation and Expenses

— Directors shall serve without compensation. Directors' reasonable and necessary expenses related to service on the Board of Directors shall be paid or reimbursed by MPR Missouri.

Section 6.4 Board Officers

— The first agenda item, following roll call, at the ~~annual~~first meeting of the Board of Directors following the annual meeting shall be the election of MPR Missouri officers (the "Board Officers"). The Board of Directors shall review the nominees recommended by the Nominating

Committee created for such purpose and shall elect, by majority vote from its membership, a Chair, Vice-Chair, Secretary and a Treasurer. ~~These officers~~The Board of Directors may elect persons nominated by the Nominating Committee or may elect persons not so nominated to one or more Board Officer positions provided that such persons meet the qualifications and requirements set forth herein. Only Directors who have previously served at least one term on the Board of Directors shall be eligible for the positions of Chair and Vice-Chair. These Board Officers shall immediately assume their offices and shall serve until the next regular meeting of the Board of Directors following the annual ~~Board of Directors~~ meeting or until their successors are duly elected and qualified. The President/CEO shall serve temporarily as presiding officer during the election of ~~officers~~Board Officers.

— The Chair shall preside at all Board of Directors meetings and shall be entitled to vote on all matters brought before the meeting. The Chair shall also, with the approval of the Board, appoint all committee members. The Board may also authorize the Chair to represent the interests of MPR Missouri before such organizations as the Board shall designate. The Vice Chair shall act in the Chair's absence.

— The Secretary shall prepare, or cause to be prepared, the official minutes of all meetings of the Board of Directors and of the Members, and shall authenticate all MPR Missouri official records.

— The Treasurer shall prepare or cause to be prepared an accurate accounting of all MPR Missouri assets and liabilities and all receipts and disbursements. The Treasurer shall perform the duties generally incident to the office of Treasurer.

— In the case of a vacancy in any office, the Board of Directors shall, at the Board of Directors' next regular meeting, appoint a qualified Director to fill the unexpired term. No individual may serve more than three consecutive one year terms in the same office position.

One person may hold more than one of the offices described above; provided, however, that the same person may not serve as both Chair and Vice-Chair or Chair and Secretary.

Section 6.5 Board Powers

— Except as otherwise required by law, MPR Missouri's Articles of Incorporation, or these Bylaws, all corporate powers of MPR Missouri shall be exercised by or under the authority of, and the affairs of MPR Missouri shall be managed under the direction of, the Board of Directors. The Board of Directors shall have the authority and power to take all steps and actions necessary, desirable or expedient to fulfill the obligations and objectives contained in these Bylaws. The enumeration of any specific duty or power is not to be construed as a limitation upon the right to exercise any other powers or duties.

— Subject to any applicable laws, and upon such terms as the Board of Directors shall establish in accordance with Section 9.2 of these Bylaws, the Board of Directors may, but shall not be required to, declare refunds or dividends to Members, and the Board of Directors may, by written agreement, delegate such authority to the executive committee of Midwest Public Risk to

declare refunds or dividends to Members. Except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, any Member which withdraws prior to the declaration of any refund or dividend from the Program as to which the refund or dividend is based shall surrender all rights to such refund or dividend. Any dividend or refund allocable to a Member shall first be used to offset and reduce the amounts, if any, which may be due and unpaid to MPR Missouri from such Member.

~~—The Board of Directors shall execute a Risk Sharing Agreement with Midwest Public Risk of Kansas, Inc., a Kansas corporation (“MPR-Kansas”), for the sharing of risk for health and dental coverage between MPR Missouri and MPR-Kansas, and shall fulfill all of its obligations under the Risk Sharing Agreement.~~ The Board of Directors shall approve and execute a management and administration agreement with Midwest Public Risk (“MPR”) for implementation of the Risk Sharing Agreement.

The Board of Directors may enter into ~~similar~~ interlocal agreements with ~~MPR-Kansas~~ for other types of coverage risks, and may enter into ~~similar~~ interlocal agreements with other appropriate entities, subject to applicable law, at the discretion of the Board of Directors.

~~—~~ The Board of Directors shall select a qualified public accounting firm to audit, on an annual basis, MPR Missouri’s financial records in conformance with generally accepted accounting principles, relevant laws and these Bylaws. A copy of the audit shall be distributed as required by law.

~~—~~ The Board of Directors shall adopt an annual budget in a form and manner determined by the Board of Directors.

~~—~~ The Board of Directors shall adopt rules governing the conduct of Directors and Director meetings, including, but not limited to, an attendance policy. Directors may only be removed by the majority vote of a quorum of a meeting of the Members.

Section 6.6 Committees

The Board of Directors shall appoint a committee for the nomination of Board Officers (the “Nominating Committee”) at each June meeting of the Board of Directors. The Nominating Committee shall develop recommendations regarding the election of Board Officers for consideration by the full Board of Directors at the first meeting of the Board of Directors following the annual meeting, and shall develop similar recommendations for appointments to fill any vacancies in Board Officer positions. Members of the Nominating Committee shall serve one (1) year terms.

~~—~~ The Board of Directors may create advisory and technical committees as deemed necessary or expedient. The Board of Directors shall determine committee duties, number of members, and membership qualifications and terms. ~~No term shall exceed 3 years nor shall any individual serve more than six (6) consecutive years on the same committee.~~ The Chair shall, with the approval of the Board of Directors, appoint all committee members and committee chairs. ~~In the case of committee vacancies, the appointment shall be for the remainder of the unexpired term,~~

with the exception of the Nominating Committee. At least one Member of the Board of Directors shall serve on each committee. No committee shall possess or exercise the authority or power of the Board of Directors.

Section 6.7 MPR Missouri Policies and Procedures

The Board of Directors shall adopt Policies and Procedures, not in conflict with these Bylaws, that are necessary or expedient or desirable for the operation and functioning of MPR Missouri. All Members, Directors, officers, employees and other service providers shall be subject to and adhere to such Policies and Procedures.

Section 6.8 Meetings

The Annual Meeting of the Board of Directors shall be held immediately following the annual Member meeting for the purpose of electing MPR Missouri officers and transacting such other business as may properly be brought before the meeting. In addition to such Annual Meeting, the Board of Directors shall hold regular meetings on the first Wednesday of February, April, June and December of each year at 10:00 a. m. or at such other time and place as may be designated by the Board of Directors. Special Board of Directors' meetings may be called by the Chair or by 1/3 of the Directors. Any topic may be discussed at a regular meeting; only topics on the agenda may be discussed at a special meeting. Directors and Member Representatives shall receive at least five (5) days' written notice of all Board of Directors meetings, which notice may be electronic.

— A quorum consisting of a majority of the serving Directors shall be present in order to conduct business at any Board of Directors meeting. Directors may participate in any meeting of the Board of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can simultaneously hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. The President/CEO shall prepare the agenda for all Board of Directors meetings.

— All Board of Directors meetings, except those permitted by law to be closed, shall be open to the public, and all votes shall be public except as otherwise permitted or required by law or these Bylaws. Unless notice is provided to the contrary, all meetings of the Board of Directors shall be held at MPR Missouri's principal office.

— Except as required by law or these Bylaws, a majority vote of the Directors present at a meeting at which a quorum is present shall be required to approve all motions or other actions of the Board.

**ARTICLE 7
PRESIDENT/CEO**

Section 7.1 President/CEO; Appointment; Authority

—There is hereby continued the position of President/Chief Executive Officer (“President/CEO”) who shall be appointed and may be removed by a majority of the total membership of the Board of Directors. The President/CEO shall be an officer of MPR Missouri.

—The President/CEO shall be responsible to the Board of Directors for the proper administration and conduct of all Programs and Services offered by MPR Missouri. All agents, employees and independent contractors shall report to the Board of Directors through the President/CEO and shall be supervised by the President/CEO.

—Subject to any limitations adopted by the Board of Directors, the President/CEO is authorized to settle all claims or cases involving the Programs provided by MPR Missouri.

—The President/CEO shall prepare and submit to the Board of Directors, for consideration prior to the start of each fiscal year, a recommended budget for the forthcoming year. The President/CEO shall attest to all official records, sign contracts, select, appoint and supervise all employees, implement the adopted annual budget, and do all other things customary to this position.

—The President/CEO shall be a member of all standing and special committees and shall be entitled to attend all Board of Directors and committee meetings with a right to speak but not to vote on issues. The President/CEO may be excused from Board or committee meetings pertaining to the President/CEO’s employment or job performance.

**ARTICLE 8
COVERAGE DOCUMENTS; UNDERWRITING CONTRIBUTIONS**

Section 8.1 Coverage Documents

—MPR Missouri Programs shall be described in separate Coverage Documents. MPR Missouri may add, delete, or modify the Coverage Documents for such Programs as the Board of Directors may determine. All MPR Missouri Programs shall be considered excess only and not primary or contributory when the Member has a valid and collectable insurance policy or other similar protection against a loss covered by MPR Missouri.

Section 8.2 Modification of Coverage Documents and Conflicts

—Coverage Documents may be modified by the President/CEO to meet specific Member or MPR Missouri needs and shall be provided to the Member. Such Coverage Documents shall be subject to all of the terms and conditions of these Bylaws and MPR Missouri Policies and Procedures. In case of any conflict between the Coverage Documents and these Bylaws, these Bylaws shall be controlling.

Section 8.3 Coverage Questions; Appeals and Other Disputes

— The President/CEO shall decide all questions of coverage in specific cases. A Member may appeal the President/CEO's decision to the Board of Directors. Notification of such appeal must be taken no later than sixty (60) calendar days after the date of the President/CEO's decision. The Member shall have the opportunity to appear and present evidence to the Board of Directors. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

— The Board of Directors shall decide all other disputes between MPR Missouri and any Member involving these Bylaws, Coverage Documents or Policies and Procedures. The Board of Directors' decision, by a majority of the total membership of the Board of Directors, shall be final and not subject to appeal in any forum.

Section 8.4 Acceptance and Withdrawal of Coverages

— No Member shall receive any Program or Services unless the Member's request for such Program or Services is accompanied by either a copy of the minutes documenting a majority vote or a Resolution adopted by its governing body expressing the governing body's intention to secure the Program or Service from MPR Missouri.

Members belonging to the Workers' Compensation program must participate in the safety services offered by MPR as required by the Missouri Division of Workers' Compensation.

— Any Member may withdraw from, and cease participation in, any MPR Missouri Program or Service at the end of any contract year by giving at least ninety (90) days' notice, in writing, of its intention to withdraw. In the case of any such withdrawal from a Program, except for withdrawing Members which have retained rights pursuant to a written agreement with the Board of Directors at the time of withdrawal, the withdrawing Member shall forfeit all rights to any refunds, dividends or payments in dissolution which may be declared subsequent to the date of withdrawal with respect to the Member's past participation in the Program. A Member's request for withdrawal shall specifically state which Program or Service the Member desires to withdraw from and must be accompanied by a Resolution adopted by its governing body which expresses the governing body's intention to withdraw. Such notice shall be final and binding. Failure to submit such a governing body Resolution shall have the effect of voiding the notice of withdrawal as though such notice were not given.

— A withdrawing Member from any Program shall continue to be responsible for all obligations after the date of withdrawal that relate to the prior coverage under the Program, including, but not limited to, the obligation to satisfy any special assessments. The withdrawing Member shall also be subject to all MPR Missouri rules pertaining to any obligation, claim or lawsuit covered by MPR Missouri.

— Any Member which withdraws from any Program or Service and fails to provide the required ninety (90) days' notice of intention to withdraw shall pay liquidated damages equal

to 25% of the Program's annual premium contribution paid by the Member in the prior year, except for withdrawing Members which have retained their rights pursuant to a written agreement with the Board of Directors at the time of withdrawal. The Member agrees to pay such liquidated damages within twenty (20) calendar days after receipt of a bill. MPR Missouri and the Member agree that it is not possible to calculate the damage to MPR Missouri which may be caused by the breach of this condition and that the foregoing percentage constitutes liquidated damages which are a good faith estimate by MPR Missouri and the Member. The Board of Directors, at its discretion, may shorten the ninety (90) days' notice period as it deems appropriate, provided that it shall have previously given written notice of such change to all of the Members.

Section 8.5 Contributions

——MPR Missouri Programs and Services shall be funded by Contributions from its Members and Member employees for those Programs and Services in which Members desire to participate. The Board of Directors shall determine when Contributions are due and may impose charges for late payments. Each Member's account shall be reviewed on an annual basis.

Section 8.6 Underwriting

——Contributions for Programs and Services paid by Members and their employees shall be determined in accordance with underwriting guidelines approved by the Board of Directors. Underwriting guidelines may be based upon any factor or combination of factors which relate to potential losses and which will produce sufficient income to pay losses and related administrative expenses. Underwriting guidelines shall be reviewed periodically to insure that they meet the stated objectives.

Section 8.7 General and Separate Funds

——Contributions from Members shall be paid into a general fund. Monies shall be paid out of the general fund to such separate Program funds as the Board of Directors shall determine. Each separate Program shall have its own separate fund.

Section 8.8 Commingling of Program Funds Prohibited

——Contributions paid and any assets attributable thereto by Members for any MPR Missouri Program shall not be used or devoted to any purpose other than to pay losses and expenses related to the specific Program, including any Program Fund established pursuant to any risk sharing agreement, for which the Contributions were paid.

Section 8.9 Member Privilege

——The Board of Directors shall establish rules which shall govern and determine the settlement of claims or lawsuits covered by MPR Missouri Programs, provided that the Member may reject recommended settlements. If a Member exercises this privilege to reject a recommended settlement, the Member shall thereafter be responsible for all damages, expenses and costs, of every kind and description, without limitation, that exceed the rejected settlement and accrued loss adjustment expenses through the date of rejection by the Member.

ARTICLE 9 MPR MISSOURI ASSETS

Section 9.1 MPR Missouri Assets

—All Contributions, monies, and other assets, including interest or other investment earnings thereon paid by Members to MPR Missouri, and any other assets obtained in any other manner by MPR Missouri, shall be the property of MPR Missouri. No Member shall have any right or claim to such MPR Missouri assets including, but not limited to, any excess or surplus funds held by MPR Missouri, except such that are authorized specifically by MPR Missouri's Articles of Incorporation, these Bylaws, or by resolution of the Board of Directors. All assets of MPR Missouri, including but not limited to, any excess or surplus funds held by MPR Missouri, may be used for MPR Missouri purposes in such manner as the Board of Directors deems appropriate.

Section 9.2 Excess or Surplus Distributions

Provided that all statutory and regulatory requirements are complied with, including but not limited to prior approval from the Missouri Division of Workers' Compensation in the event of a refund from the Workers' Compensation Program to its Members, the Board of Directors, ~~in its sole discretion~~, may determine to make distributions of excess or surplus funds from any Program to such Program's Members ~~in such manner as the Board shall determine~~. The Board may delegate the authority to determine and make distributions of excess or surplus funds from any Program to such Program's Members by written agreement to Midwest Public Risk, a Missouri nonprofit corporation. Such distributions shall be limited to (a) Members which were active participants in good standing in such Program throughout the period for which a distribution was declared and which remain active participants in such Program at the time a distribution is paid, and (b) any former Members which have retained the right to excess or surplus distributions pursuant to a written agreement with the Board of Directors.

As described in "Section 6.5 Board Powers" the Board of Directors, by written agreement, may delegate the authority to declare refunds or dividends to members to the MPR Executive Committee.

Section 9.3 Special Assessments

If, at any time, in the opinion of the Board of Directors, MPR Missouri's assets are insufficient to meet anticipated obligations for any Program or Service offered by MPR Missouri, the Board of Directors shall develop a financial plan to restore MPR Missouri's financial integrity. The Board may direct Members to pay a special assessment to eliminate such insufficiency provided that the Member was a participant at any time during the MPR Missouri fiscal year in the Program or Service which incurred the insufficiency. Each Member shall be assessed its pro rata share of the insufficiency based upon its relative percentage of the total Contributions or fees paid by all Members for the Program or Service as to which the insufficiency has arisen.

As required by law, workers' compensation Program insufficiencies shall be the joint and several obligation of each Member which participated in the workers' compensation Program during the period of the insufficiency.

A Member shall be and remain liable for any special assessment whether or not the Member was a MPR Missouri Member at the time of the levying of the special assessment.

ARTICLE 10 STANDARD OF CARE; BOND; INDEMNIFICATION

Section 10.1 Standard of Care

Directors, officers and employees of MPR Missouri shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties on behalf of MPR Missouri. Such Directors, officers, and employees shall not be liable for any mistake of judgment or other action made, taken or committed by them in good faith nor for any action taken or omitted by any agent, employee or independent contractor who was selected with reasonable care. No Director shall be liable for any actions taken or not taken by any other Director.

Section 10.2 Bond

MPR Missouri may provide for a bond or other security to guarantee the faithful performance of the obligations of its Directors, officers and employees.

Section 10.3 Indemnification

MPR Missouri shall hold harmless and defend and indemnify all present and past Directors, officers and employees for actions taken by any such person in good faith within the scope of his or her authority or duties for MPR Missouri. This duty shall apply to any direct or derivative action involving the Director, officer or employee. To the extent permitted by law, the Board of Directors may enter into written indemnification agreements with individual Directors, officers and employees. MPR Missouri may also purchase liability insurance providing similar coverage for Directors, officers and employees.

ARTICLE 11 DISSOLUTION AND DISTRIBUTION

Section 11.1 Dissolution

MPR Missouri may be dissolved as of the last day of any MPR Missouri fiscal year upon a vote of two-thirds (2/3) of all Member Representatives.

Upon the dissolution of MPR Missouri, the then current Board of Directors shall take all actions which shall be necessary for the orderly winding down of MPR Missouri's Programs and Services and for the completion of MPR Missouri's dissolution and liquidation subject to the Act.

Section 11.2 Distribution of Assets

All net assets shall be distributed pro rata to the Members, in good standing, of the respective programs as of the last day of MPR Missouri's last full fiscal year prior to the decision to dissolve and to any former Members which may have retained the right to distribution of assets pursuant to a written agreement of withdrawal prior to the date of the decision to dissolve. Such net assets shall be distributed, separately by Program, by calculating the relative percentage of the total Program premium contributions for each Program paid by each Member during MPR Missouri's last full fiscal year prior to dissolution and multiplying the net assets by that percentage.

Distribution of the remaining Workers' Compensation Program assets shall be determined, as provided by law, by the Missouri Division of Workers' Compensation.

ARTICLE 12 MISCELLANEOUS

Section 12.1 Intergovernmental Contract

— These Bylaws shall constitute an intergovernmental contract among the Members and MPR Missouri. Nothing in these Bylaws shall be inconsistent with, or cause any Member to violate, any constitutional or statutory provision which prohibits political subdivisions from becoming indebted in an amount exceeding in any one year the income and revenue provided for such year plus any unencumbered balances from previous years.

Section 12.2 Governing Law

— These Bylaws shall be subject to, and governed by, the laws of the State of Missouri, including specifically the Act.

Section 12.3 Binding Effect

— These Bylaws shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors or assigns, provided, however, that a Member may not assign its rights or delegate its duties without MPR Missouri's prior written consent.

Section 12.4 Disputes

— In the event of any dispute hereunder which results in litigation, the prevailing party in such litigation shall be entitled to its reasonable attorneys' fees and expenses of such litigation. Any action against MPR Missouri by a Member shall be brought only in the county in which MPR Missouri's principal office is located.

Section 12.5 Severability

— These Bylaws are expressly declared to be severable, and in the event that any article, provision, clause or other part of these Bylaws is declared invalid or unenforceable by a

court of competent jurisdiction, such action or unenforceability shall not affect the validity or enforceability of any other article, provision or clause.

Section 12.6 Amendment

—These Bylaws may be amended by approval of the vote of two-thirds (2/3) of the Member Representatives present at any annual membership meeting or special membership meeting called for that purpose. Only amendments recommended by the Board of Directors shall be considered for adoption.

—A copy and an explanation of all recommended amendments stating the reasons and impact of each proposed amendment shall be sent to all Member Representatives, by certified mail, no later than ten (10) days prior to the meeting date.

—Any amendment to these Bylaws shall take effect immediately or at the time specified in the amendment. Such amendments shall be binding upon all Members without further action by MPR Missouri or the Members.

Section 12.7 Repeal of Prior Bylaws

—Effective July 1, 2009, and contingent upon the commencement of operations of Midwest Public Risk of Kansas, a Kansas not for profit corporation (“MPR Kansas”), and the implementation of a Risk Sharing Agreement between MPR Missouri and MPR Kansas, these Bylaws shall repeal and replace all previous amendments or editions of these Bylaws including, but not limited to, the “MARCIT Bylaws” effective November 3, 2006.

—If MPR Kansas fails to commence operations on or before the close of business on June 30, 2009, these amended Bylaws shall be null and void and the November 3, 2006 “MARCIT Bylaws” shall remain in full force and effect.

*[END OF BYLAWS: BALANCE OF PAGE LEFT BLANK;
AGREEMENT AND EXECUTION PAGE FOLLOWS]*

AGREEMENT AND EXECUTION

The Member acknowledges that it has read and agrees to be bound by all terms and conditions of these Bylaws as a contract among MPR Missouri and its Members. By the execution of these Bylaws by the Member, the individual so executing acknowledges that these Bylaws have been duly accepted and authorized by all necessary and appropriate action of the governing body of the Member. The Member's participation as a Member of MPR Missouri shall not be effective unless and until either a copy of the minutes documenting a majority vote or Resolution of the governing body of the Member granting authority to execute these Bylaws is delivered to MPR Missouri and is attached hereto.

Accepted:
City of Belton, MO
Alexa Barton
Member

MPR Missouri

Alexa P. Barton
Signed
Asst. City Manager
Title
November 23, 2016
Date

AP Blake
Signed:
MPR MO Chair
Title
7-1-16
Date

[AGREEMENT AND EXECUTION PAGE TO BYLAWS]

SECTION IX

B

R2016-41

A RESOLUTION APPROVING A PLEDGE OF SUPPORT FOR THE SHOW-ME HEROES PROGRAM ADMINISTERED BY THE MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, DIVISION OF WORKFORCE DEVELOPMENT.

WHEREAS, on December 6th, 2016, Wayne Woodsworth, Veterans Representative from the Department of Economic Development, Division of Workforce Development presented the Show-Me Heroes program to the Belton City Council; and

WHEREAS, Mr. Woodsworth requested the City of Belton support the program by signing a Pledge of Support, herein attached and incorporated as **Exhibit "A"** to this Resolution; and

WHEREAS, the City Council believes in supporting veterans in the community and through workforce development and employment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

Section 1. That a Pledge of Support with the Show-Me Heroes Program is hereby approved and the Mayor is authorized and directed to execute the pledge on behalf of the City.

Section 2. That this Resolution shall be in full force and effect from and after its passage and approval.

Duly read and passed this 13th day of December, 2016.

Mayor Jeff Davis

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 Resolution was regularly introduced at a regular meeting of the City Council held on the 13th day of December, 2016, and adopted at a regular meeting of the City Council held the 13th day of December, 2016 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

MEETING DATE: December 13, 2016

ASSIGNED STAFF: Jay C. Leipzig, AICP- Director- Community and Economic Development

<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Public Hearing

ISSUE

Wayne Woodworth, Veterans' Representative with the Missouri Department of Economic Development, Division of Workforce Development would like to present the Show-Me Heroes program. This program promotes the hiring of Veterans and offers incentives to employers who do so. He would like to request that the City of Belton sign the pledge to hire Veterans as well as provide a link on the City's Economic Development website for the purpose of marketing the program to local employers.

REQUESTED COUNCIL ACTION

Pass the Resolution to sign the pledge and become a Show-Me Heroes supporting employer.

BACKGROUND

Show-Me Heroes was started by Governor Nixon in 2010 and is a cooperative effort between the Missouri National Guard and the Missouri Division of Workforce Development. The mission of this program is to connect Missouri's businesses, both public and private, with highly qualified job seekers with military experience and to promote the benefits of hiring Veterans and National Guard and Reserve Service Members. The following are incentives available:

Show-Me Heroes On-the-Job Training (OJT) is designed to offset the costs associated with onboarding. If an organization qualifies, 50% of the wages for the new employee (up to 1040 hours) is reimbursable.

Work Opportunity Tax Credits (WOTC) is a Federal tax credit available to employers for hiring individuals from certain target groups who have consistently faced significant barriers to employment. There are several degrees of eligibility offering maximum credits of \$1,200 to \$9,600.

STAFF RECOMMENDATION

Pass the Resolution and sign the pledge to hire Veterans.

ATTACHMENTS

Resolution

Show-Me Heroes Pledge

Take the Pledge!

View the Show-Me Heroes 'Pledge of Support' Certificate

Show your support to Missouri's Veterans and members of the National Guard and Reserve. While it's not required to have job vacancies to participate, Governor Nixon is calling on all Missouri employers to take the pledge and consider our military Veterans for your hiring needs. Sign up today!

Once you complete the fields below, a Veterans Outreach Specialist will verify the information and contact you to arrange a time to present the 'Pledge of Support' certificate.

Organization Information

* Business Name:

 * Display Name:

 Type of Business:

 Specify Type of Business:

 * Tax Identification Number:

(9 digit tax number used for reporting wage data)

 * Secretary of State Charter Number:

Don't know your SOS Charter Number? Click [here](#)

 * Pledging as:

 * Main or Branch Location:

 Multiple locations in the State of Missouri:

 Insert Business Logo:

 * Address 1:

 Address 2:

 * City:

 * State:

Why only Missouri?

 * Zip Code:

 Website:

 Future Hiring Plans:

Contact Information

* Salutation:

 * First Name:

 * Last Name:

 * Title:

 Address same as business address

 * Address 1:

 Address 2:

 * City:

 * State:

 * Zip Code:

 * Phone Number:

 * Phone Type:

 * Email:

 * Confirm Email:

 * Referred by:

 Specify Referred by:

(How did you hear about the Show-Me Heroes program?)

 Pref. Contact Method:

 Comments:

Thank you for agreeing to 'take the pledge' and for becoming a Show-Me Heroes supporting employer. By clicking on the 'submit' button below, you earn the right to have your organization's name displayed on the state's Show-Me Heroes website.

When you take the Show-Me Heroes pledge, the Governor and the members of Missouri's workforce system also make a commitment to support you throughout this process to obtain the best, most qualified hires for your job openings. Thank you for being a Show-Me Heroes supporter!

Any Missouri employer, registered with the Missouri Secretary of State, can participate in the Show-Me Heroes program.

